



CHANGE ORDER

City of Saratoga Springs

No. 2

DATE OF ISSUANCE 2-11-15 EFFECTIVE DATE 2-17-15

OWNER City of Saratoga Springs

CONTRACTOR PCC Contracting Inc., 1861 Chrisler Ave., Schenectady, NY 12303

Contact: JD Gilbert

Project: Spirit of Life Spencer Trask Memorial Masonry Restoration

OWNER's Contract No. 2014-05 ENGINEER's Contract No. 2013-04C

ENGINEER ARCHITECT: Daniel J. Wilson, AIA

You are directed to make the following changes in the Contract Documents:

Description:

Additional repairs and patching to the masonry beyond the scope of the architectural plans by Danial J Wilson.

Reason for Change Order:

Additional damage was exposed during the work which could not be observed during design. Some tasks were more involved taking additional time to obtain the desired level of quality.

Attachments: (List documents supporting change)

Change Proposal by PCC Contracting, Inc. dated 10-28-14

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>196,310.00</u>
Net Increase (Decrease) from previous Change Orders No. <u> </u> to <u> </u> : \$ <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>196,310.00</u>
Net increase (decrease) of this Change Order: \$ <u>41,704.00</u>
Contract Price with all approved Change Orders: \$ <u>238,014.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:
By: [Signature]
ENGINEER (Authorized Signature)
Date: 2/11/15

APPROVED:
By: _____
OWNER (Authorized Signature)
Date: _____

ACCEPTED:
By: Michael K. Loch, Pres.
CONTRACTOR (Authorized Signature)
Date: 2/11/15



**CONTRACTING
INCORPORATED**

1861 Chrisler Avenue
Schenectady, NY 12303

Tuesday, October 28, 2014

Mr. Dan Wilson
Spring Line Design Architecture + Engineering, LLP
73 Troy Road, Suite 2H
East Greenbush, NY 12061-1334

Re: Spirit of Life – Spencer Trask Memorial, Saratoga Springs
PCC #1451 – Spirit of Life

Dear Mr. Wilson:

The following is revised synopsis of potential changes to scheduled work at Spirit of Life Spencer Trask Memorial per your email of October 20, 2014 and PCC Contracting, Inc. original letter of October 8, 2014.

CHANGE ORDER REQUEST

Change Request No. 2 \$16,385.00
Remove six (6) existing stone units at east end of reflecting pool and one (1) unit at north coping and replace per Adam Ross Cut Stone, Inc. sketch (sheet #3) units "A" – "G" at full depth (hours listed reflect elimination of patching notes at these locations).

Change Request No. 3 \$4,705.00
Repair to concrete behind stucco at retaining wall. Includes cutting out concrete, installation of SS pins and patching concrete.

Change Request No. 4 \$3,247.00
Concrete deep repair at fountain bowl base and miscellaneous patches at reflecting pool liner and floor.

Change Request No. 5 \$1,990.00
At east seating area saw-cut base of north pier, form and pour concrete base, strip form and finish to correct under-mining of structure.

Change Request No. 6 \$4,481.00
Remove additional cementitious coatings (brush and trowel coats) from limestone and pool liner. (This includes hand-work and pressure washing with hot water.)

Change Request No. 7 \$1,106.00
Provide additional concrete repair and patching at support legs of east seating area bench.

Change Request No. 8 \$6,422.00
Apply Conproco M3P stain to all stucco surfaces of retaining wall to even color of patches and original material.

Change Request No. 9 \$5,770.00
Repair vertical cracks at reflecting pool liner at 20 +/- locations by pressure injection with Sika grout.

Change Request No. 10 \$23,090.00
"In-Situ" patching of coping stones per PCC Contracting, Inc. letter August 28, 2014.

Change Request No. 11 \$360.00
Provide additional core for electrical run at pool wall and basin. (Electrical work by others)

UNIT PRICES (PER SCHEDULE):

Additional stucco repair \$870.00
(Unit Price #5) 15 sq. ft. @ \$58.00 per sq. ft.

Additional patching at limestone retaining wall \$1,628.00
(Unit Price #4) 10.5 sq. ft. @ \$155.00 per sq. ft.

TOTAL CHANGE REQUESTS & UNIT PRICE ITEMS **\$70,054.00**

CREDIT: (PER "SCHEDULE OF VALUES")

Cut & Reset Copings (\$10,300.00)

Furnish & Install New Copings (\$5,800.00)

Patch Corner Basin Stones in Lieu of Replacement (\$4,250.00)

Allowance (\$8,000.00 of \$10,000.00) (\$8,000.00)

Please note PCC Contracting, Inc. has ordered a large new basin stone removed for plumbing installation. This has been factored in credits.

NET CHANGE ORDER REQUEST **\$41,704.00**

Very truly yours,



JD Gilbert
Vice President
PCC Contract, Inc.

JDG/lb



**CONTRACTING
INCORPORATED**

1861 Chrysler Avenue
Schenectady, NY 12303

CHANGE PROPOSAL REQUEST

Project Name: Spirit of Life & Spencer Trask Memorial
Masonry Restoration

Change Request No: 2
Date: 10.8.14

Project No.: IFB #2014-05
PCC No.: #1451

Company To: Spring Line Design Architecture + Engineering, LLP

Address: 73 Troy Road, Suite 2H
East Greenbush, NY 12061-1334

Description: Item #10-Furnish & install seven (7) new coping units per sheet #3.

PCC Labor:

2 Masons Removal (2 TD) 32 hrs. @ \$71.25	\$2,280.00	
2 Masons Drill Anchors & Set (2 TD) 32 hrs. @ \$71.25	\$2,280.00	
Supervision - 4 hrs. @ \$74.70	\$ 298.80	
		<u>\$4,858.80</u>

PCC Materials:

7 Coping Units - Adam Ross Cut Stone, Inc.	\$7,320.00	
5,500 lb. - Lull @ \$195/day x 4	\$ 780.00	
Mortar & setting pins	\$ 125.00	
	PCC Total:	<u>\$8,225.00</u>

Subcontractors:

\$ N/A

Subtotal Above: \$13,083.80

Additional cost of General Conditions	3% on \$13,083.80	\$ 392.51
Additional cost of Small Tools	3% on \$13,083.80	\$ 392.51
PCC Overhead (Self Performed)	10% on \$13,083.80	\$ 1,308.38
PCC Profit (Self Performed)	5% on \$	\$ 654.19
PCC Overhead & Profit (Subcontractors)	5% on \$ 0.00	\$ 0.00
Sales Tax	% on \$ 0.00	\$ 0.00
Bond & Insurance Premium	3.5% on \$15,831.39	\$ 554.10
	TOTAL:	<u>\$16,385.00</u>

We reserve the right to request an extension of time together with any additional costs incurred at a later date.
We request 10 calendar day's extension of time for the above work. This proposal may be withdrawn if not
accepted within 10 days.

Submitted By: JD Gilbert
JD Gilbert

Accepted By: _____

Date: _____

We will not proceed this work unless signed.

Adam Ross Cut Stone Co., Inc
Proposal & Agreement (Material Supply Only)

#83a

1003 Broadway, Albany, NY 12204
Phone: (518) 463-6674 Fax: (518) 463-0710

Date: September 26, 2014
Attn: JD Gilbert
Company: PCC Contracting

Project: Spirit of Life & Spencer Task Memorial
Location: Saratoga Springs, NY

Unless revoked earlier in accordance with the attached Terms & Conditions, this quote expires after 30 days. ADAM ROSS CUT STONE CO., INC. ("Seller") of Albany, NY, proposes to furnish materials to undersigned (Buyer) as described below. The following bid documents, drawings & specifications will be referred to as Agreement Documents and shall apply insofar as these documents do not conflict with terms and conditions of this Agreement.

REFERENCE:

Sec Sheet 2 & 3

MATERIAL / FINISH: Indiana Limestone A.S.T.M. C568 Cat II Standard Buff/Smooth

The Agreement Documents, so far as they relate to materials listed herein, are made a part of this Agreement. Notwithstanding anything to the contrary in the Agreement Documents, Seller will provide only materials ready to set and will not provide shelf angles, caulking, testing, engineering, support steel, mockups or setting.

Seller's Standard Anchors are Included: NO YES

Seller's Shop Drawings are Included: NO YES

Price: See Sheet #2

Tax:

Total Amount:

USD

Delivered Jobsite / Unloaded

Above price(s) include all applicable State & Local Taxes, at a combined rate of

Above price(s) DO NOT include applicable State & Local Taxes. However, all State and Local Taxes are to be added to the price shown to establish Agreement price unless an appropriate exemption, direct pay, or resale certificate is provided.

TAX EXEMPT NO.

PAYMENT TERMS: Prepaid C.O.D. 30% Deposit Upon Completion of Approved Shop Drawings & Raw Material / Progress Payments Upon Completion of Stone Fabrication - Net 30 Days DOI - NO RETAINAGE.

Subject to Credit Approval. Payment can be made by credit card (Master Card, Visa, or Discover), business check, or wire transfer.

SHOP DRAWINGS Weeks

SHOP TICKETS +/- 1 Weeks

Initial

Partial

Complete submission

DELIVERY: Start delivery +/- 4 to 6 (Depending upon placement of order) weeks after receipt of approved shop tickets or cutting lists with all necessary cutting information & returned Agreement. Balance of delivery per mutually agreed upon schedules for shop drawings submissions, approvals, and fabrication time.

Seller to deliver to Buyer at the following address: Delivered Jobsite / Unloaded

THIS PROPOSAL & AGREEMENT FOR MATERIAL INCORPORATES ALL OF THE TERMS & CONDITIONS PRINTED ON THE FRONT OF THIS DOCUMENT AND ANY ATTACHMENTS.

Buyer hereby accepts Seller's offer to sell and agrees to perform in accordance with all terms and conditions. This document is not a binding agreement until accepted and signed by an officer of Adam Ross Cut Stone Co., Inc.; however, Buyer, by acceptance of the first delivery of materials will be deemed to have accepted all terms and conditions contained herein regardless of whether this document has been executed by Buyer. This proposal and agreement may not be assigned by Buyer without prior written consent from Seller.

ACCEPTED BY BUYER:

ADAM ROSS CUT STONE COMPANY, INC.
David C. Ross, President

BUYER

PROPOSED BY:

SALESPERSON

SIGNATURE: (Officer or Authorized Rep) DATE

ACCEPTED BY:

DATE

1. **WARRANTY** Subject to natural differences in color and other characteristics common in stone, Seller promises to Buyer that the material sold follows the description of material in the Agreement Documents, and is free from material defects in workmanship and quality.

2. **WARRANTY REMEDY AND LIMITATIONS OF WARRANTY REMEDY** The only remedy for breach of these promises shall be, at Seller's discretion, correction of the defect, replacement of materials, refund of the amount by which the value of the materials is reduced by defect, or combination of these alternatives. The remedies stated in this paragraph are sole and exclusive remedies.

3. **THERE ARE NO WARRANTIES EXCEPT AS SET FORTH IN PARAGRAPH #1, SELLER DOES NOT MAKE OR GIVE ANY WARRANTIES TO BUYER INCLUDING EXPRESS WARRANTIES, AN IMPLIED WARRANTY OF MERCHANTABILITY, OR AN IMPLIED WARRANTY FOR FITNESS OF BUYER'S PARTICULAR PURPOSE. ALL EXPRESS WARRANTIES, THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR BUYER'S PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.**

4. **CONSEQUENTIAL DAMAGE** Buyer shall not in any event be entitled to any consequential damages including but not limited to damage for loss of use, loss of profits, or loss of income, and hereby expressly waives any right to make a claim for such damages.

5. **TIME LIMITATIONS** To make a warranty claim, Buyer must give Seller written notice of the alleged defect within 30 days of discovering the same. No warranty claim can be made more than 1 year after Seller delivers goods to Buyer.

6. **CONDITIONS BEYOND CONTROL OF SELLER** Seller will not be liable for any delay or failure to make delivery occasioned in whole or part by the owner, architect, general contractor. Buyer or any of Buyer's subcontractors or materialmen or by any cause beyond Seller's control, including, without limitation, failure of Buyer to return approved shop drawings to Seller on schedule, labor unrest, floods, unusual weather occurrences, strikes, lockouts, fire, embargoes, war, terrorists attacks or other outbreaks or hostilities, inability of Seller to obtain shipping space, governmental acts and regulations, accidents, acts of God or other conditions beyond Seller's control. In the event of any delay not excused as provided herein, Seller's liability shall be limited as provided for in paragraphs 2 and 4.

7. **BUYER'S OBLIGATION TO INSPECT UPON DELIVERY** Buyer will inspect material before material is unloaded from the freight hauler, and will note in writing all visible damage on the freight receipt before the material is removed from freight hauler. Except as to damage which is concealed at the time of inspection, material unloaded without such written record of damage shall be deemed delivered in good condition. Concealed damage must be noted by Buyer in writing and must be reported by Buyer to Seller within five days of delivery.

8. **BUYER'S OBLIGATION TO INDEMNIFY SELLER IN THE EVENT SELLER LIABLE TO OTHERS** This Agreement is NOT for the benefit of any third party. In the event a third party makes a claim against the Seller, Buyer shall defend, indemnify and hold the Seller harmless from any and all claims that exceed Seller's obligation under this Agreement.

9. **BACK CHARGES** Buyer agrees that Buyer will NOT have the right of offset against the Agreement price or the right to back charge Seller unless an officer of the Seller has agreed to such charges in writing.

10. **LIEN WAIVERS** Seller will furnish interim partial lien waivers for payments received. Seller agrees to furnish a final release of lien upon receipt of final payment. Buyer acknowledges that Seller is required by law to file pre-lien notices in certain states.

11. **FIELD MEASUREMENTS** Seller is NOT responsible for making, verifying, or ensuring the accuracy of field measurements for the materials sold hereunder or for any loss or damage arising as a result of inaccurate field measurements or discrepancies between information supplied by Buyer and actual field dimensions.

12. **ENGINEERING & DESIGN** Engineer's calculations (sealed or unsealed) or engineer's seal on shop drawings are specifically excluded. Seller is NOT responsible for any engineering or design with regard to the work under this Agreement. Shop drawings, if provided by Seller, will show stone anchoring methods and/or design concepts which must be approved by Buyer's engineer within the context of the Buyer's overall engineering and design requirements of the project.

13. **PAYMENT, PERFORMANCE, OR SUPPLY BONDS** No bonds are included in Agreement Price.

14. **DISCLOSURE OF BOND** If Buyer has procured a labor and material payment bond, upon request, Buyer will supply Seller with a copy thereof prior to initial shipment of material or at any time thereafter.

15. **SUPERSEDING CLAUSE** This document contains the terms and conditions upon which Seller offers this quotation for materials and/or services on the project referred to herein. Buyer hereby acknowledges that the terms and conditions contained in this document supersede all conflicting or otherwise inconsistent terms and conditions contained elsewhere.

16. **CHANGE ORDER / REPLACEMENT PIECES** Change orders and replacement pieces shall be priced separately from the Agreement and Seller will NOT begin work on any change orders or replacement pieces without the order and price being put in writing and the Buyer's written acknowledgement of the change order.

17. **INVOICES & PAYMENT** Invoices for materials sold hereunder will be provided to Buyer monthly as material is fabricated. Payment is due 30 days from the date of invoice unless other terms are specifically agreed to in writing. Payments are due within thirty (30) days of invoice date whether or NOT delivery of material has been made and whether or NOT Buyer has been paid by the owner or other Contractor. Failure of Buyer to pay Seller in accordance with the payment terms of this Agreement is a breach and relieves Seller of the obligation to ship materials to Buyer; after such breach by Buyer, Seller may require full payment in advance for future delivery of materials to Buyer.

18. **CANCELLATION OR RESTOCKING CHARGE** Orders cancelled by Buyer will be subject to a cancellation or restocking charge. Charges will include fabrication and/or administrative expense.

19. **ASSIGNMENT** This agreement may NOT be assigned by Buyer without the written consent of Seller.

20. **SEVERABILITY** If any provision of this agreement is determined to be unenforceable or invalid, the unenforceable or invalid part shall be deemed severed from this agreement, and the remaining portions of this agreement shall be carried out with the same force as if the severed portions had NOT been part of this agreement.

21. **APPLICABLE LAW** This agreement shall be governed by the laws of the State of New York.

22. **FORUM SELECTION** Both parties agree to bring suit only in the New York State Court located in the County of Albany, State of New York. BOTH PARTIES CONSENT TO THE EXCLUSIVE JURISDICTION OF THE NEW YORK STATE SUPREME COURT, ALBANY COUNTY, FOR ADJUDICATION OF DISPUTES ARISING OUT OF THIS AGREEMENT. BOTH PARTIES EXPRESSLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY. Violation of this covenant will bar recovery by Buyer in any other court.

23. **CREDIT AVAILABILITY** Should credit availability be granted by Seller, all decisions with respect to the extension or continuation of credit shall be the sole discretion of Seller. Seller may terminate any credit availability within its sole discretion. It is agreed that applicant will pay Seller reasonable attorney's fees in any action for the collection of amounts due.

24. **NO CONDITIONS OF PAYMENT** Buyer's payment obligations under this Agreement are absolute in accordance with their terms, and are not conditioned upon or subject to the receipt of funds from any of the Buyer's promisors on the project.

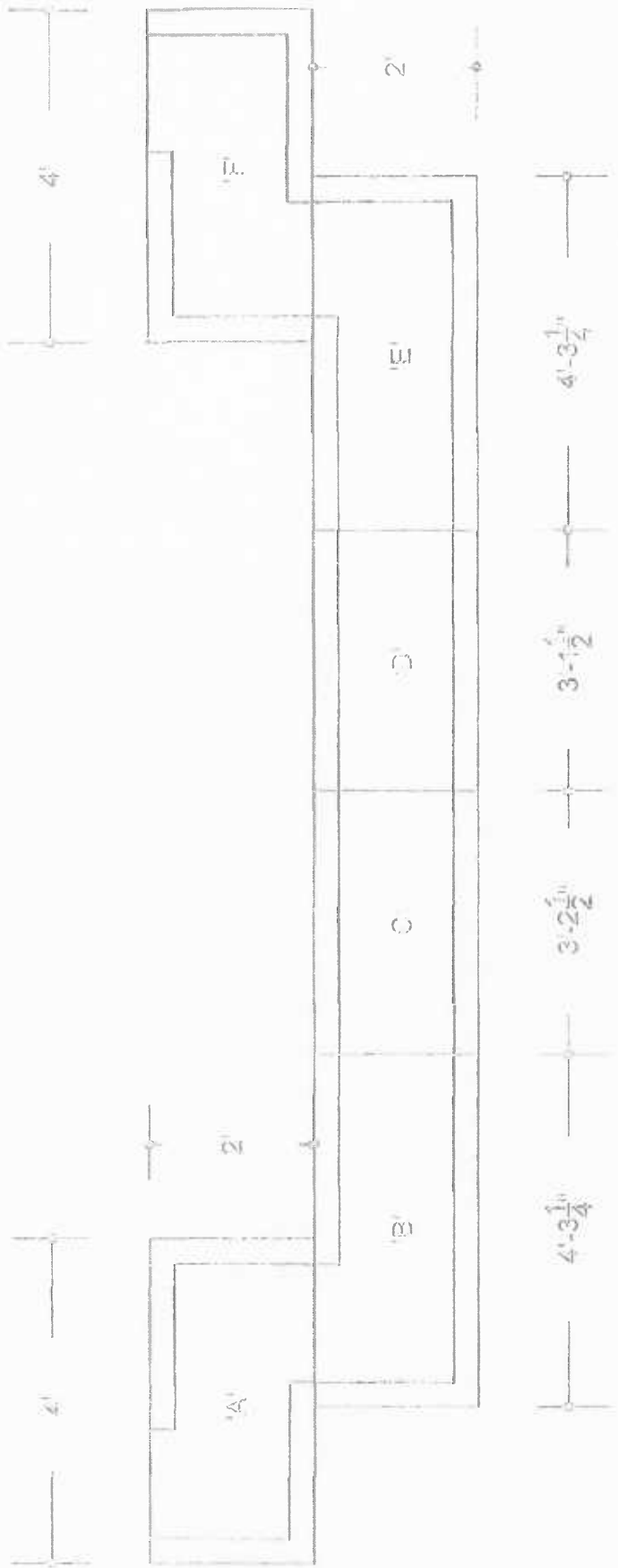
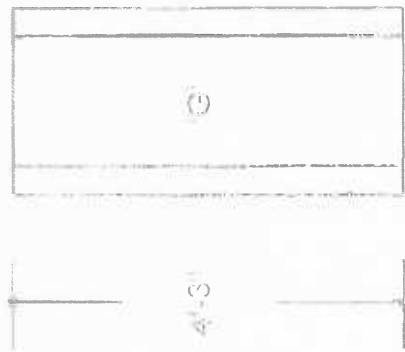
PCC Contracting
Spirit of Life & Spencer Task Memorial
Saratoga Springs, NY

◦ Indiana Limestone Coping

◦ Stone #A	1 pc. @ 4'-0" x 2'-0" x 1'-0"	\$1,200.00
◦ Stone #B	1 pc. @ 4'3-1/4" x 2'-0" x 1'-0"	\$1,150.00
◦ Stone #C	1 pc. @ 3'2-1/2" x 2'-0" x 1'-0"	\$ 795.00
◦ Stone #D	1 pc. @ 3'1-1/2" x 2'-0" x 1'-0"	\$ 775.00
◦ Stone #E	1 pc. @ 4'3-1/4" x 2'-0" x 1'-0"	\$1,150.00
◦ Stone #F	1 pc. @ 4'-0" x 2'-0" x 1'-0"	\$1,200.00
◦ Stone #G	1 pc. @ 4'-3" x 2'-0" x 1'-0"	\$1,050.00

SHEET # 3

SPIRIT OF LIFE REFLECTIVE POOL
FAST END COPINGS





CONTRACTING INCORPORATED

1861 Chrisler Avenue
Schenectady, NY 12303

CHANGE PROPOSAL REQUEST

Project Name: Spirit of Life & Spencer Trask Memorial
Masonry Restoration

Change Request No: 3
Date: 10.8.14

Project No.: IFB #2014-05
PCC No.: #1451

Company To: Spring Line Design Architecture + Engineering, LLP

Address: 73 Troy Road, Suite 2H
East Greenbush, NY 12061-1334

Description: Item #1 - Repair to concrete behind stucco at retaining wall.

PCC Labor:

Mason – 46 hrs. @ \$71.25	\$3,277.50	
Supervision – 4 hr. @ \$74.70	\$ 298.80	
		<u>\$3,576.30</u>

PCC Materials:

4 Units Sika 123 – Repair Materials @ \$28.50 each	\$ 114.00	
Stainless Steel Pins	\$ 12.00	
Epoxy Anchor Adhesive	\$ 55.00	
	PCC Total:	<u>\$ 181.00</u>

Subcontractors:

\$ NA

Subtotal Above: \$3,757.30

Additional cost of General Conditions	3% on \$3,757.30	\$ 112.72
Additional cost of Small Tools	3% on \$3,757.30	\$ 112.72
PCC Overhead (Self Performed)	10% on \$3,757.30	\$ 375.73
PCC Profit (Self Performed)	5% on \$3,757.30	\$ 187.87
PCC Overhead & Profit (Subcontractors)	5% on \$ 0.00	\$ 0.00
Sales Tax	% on \$ 0.00	\$ 0.00
Bond & Insurance Premium	3.5% on \$4,546.35	\$ 159.10
	TOTAL:	<u>\$4,705.00</u>

We reserve the right to request an extension of time together with any additional costs incurred at a later date. We request 10 calendar day's extension of time for the above work. This proposal may be withdrawn if not accepted within 10 days.

Submitted By: 
JD Gilbert

Accepted By: _____
Date: _____

We will not proceed this work unless signed.



INVOICE

UPC VENDOR	INVOICE DATE	INVOICE NUMBER
000000	09/24/14	2918214-00
P.O. NO.		PAGE #:
SPIRIT OF LIFE		1 of 1

Remit To:
P.O. Box 418827
Boston, MA 02241-8827

CUST #: 1000000

CORRESPONDENCE TO:

AH Harris & Sons, Inc.
17 Commercial Ave
Call 24 HRS ahead for delivery
Albany, NY 12205-5703
(518)438-3976

SHIP TO:

BILL TO:
9474 1 MB 0.435 E0405 10708 D1088724852 P2177702 DC02:0003

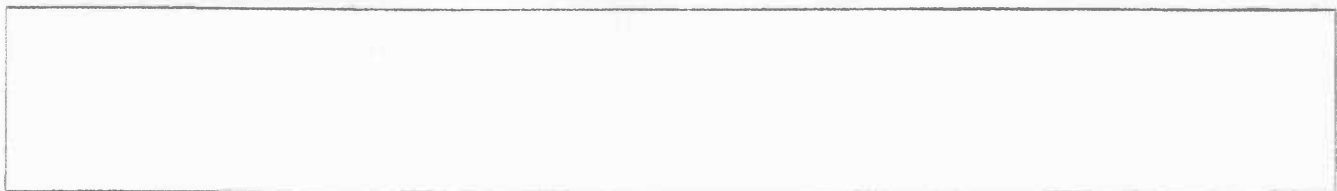


PCC CONTRACTING INC
1861 CHRISLER AVE STE 2
SCHENECTADY NY 12303-1561

PCC CONTRACTING INC
SPIRIT OF LIFE
SCHENECTADY, NY 12303

INSTRUCTIONS		SHIP POINT			TERMS		SHIP VIA		SHIPPED
AT COUNTER		M030 Albany			NET 30		Cust Pick Up		09/24/14
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY. U/M	UNIT PRICE	PRICE U/M	DISCOUNT %	AMOUNT NET
1	1004789 MS NP 2 TINT BASE 1.5 GAL	3	0	3	PL	34.40	PL	0.00	103.20 T
2	DW5403 DEWALT SDS+ 3/16"X6.5" BIT	2	0	2	EA	5.42	EA	0.00	10.84 T
3	0188-500 SIKATOP 123 PLUS-B COMP BAG UNIT 40/PALLET	6	0	6	BG	11.83	BG	0.00	70.98 T
4	0183-070 SIKATOP PLUS DISPR LIQ- A COMP 1GAL 4/CASE 108/P (KEEP FROM FREEZING)	6	0	6	GL	16.67	GL	0.00	100.02 T
5	1004875 MS P 173 (PRIMER #733) PINT	2	0	2	PT	11.50	PT	0.00	23.00 T
5	Lines Total	Qty Shipped Total		19	Line Total		Taxes		308.04
									24.64
									332.68

Job No: 1451 - JD - 10.1.14
 Cos: Code: WHT
 Approved: _____
 Date: _____



Notwithstanding any different or additional terms that may be contained in your order, your order is accepted only on the express condition that you assent to the terms and conditions contained on this page and on the reverse side hereof. Subject to 1 1/2 % per month late charge if not paid within terms. Merchandise cannot be returned without authorization. Transportation charges must be prepaid on returned goods. Credit will be based on our count upon inspection and will be subject to a restocking charge.



**CONTRACTING
INCORPORATED**

1861 Chrisler Avenue
Schenectady, NY 12303

CHANGE PROPOSAL REQUEST

Project Name: Spirit of Life & Spencer Trask Memorial
Masonry Restoration

Change Request No: 4 - Revised
Date: 10.27.14

Project No.: IFB #2014-05
PCC No.: #1451

Company To: Spring Line Design Architecture + Engineering, LLP

Address: 73 Troy Road, Suite 2H
East Greenbush, NY 12061-1334

Description: Items #2 - Concrete deep repair at fountain bowl base & miscellaneous patches at reflecting pool liner.

PCC Labor:

Mason - 30 hrs. @ \$71.25	\$2,137.50	
Supervision - 4 hrs. @ \$74.70	\$ 298.80	
		<u>\$2,436.30</u>

PCC Materials:

3 Units Sika 123 Repair	\$28.50	\$ 85.50	
Stainless Steel Pins		\$ 16.00	
Epoxy Anchor Adhesive		\$ 55.00	
		PCC Total:	<u>\$ 156.50</u>

Subcontractors:

\$ N/A

Subtotal Above: \$2,592.80

Additional cost of General Conditions	3% on \$2,592.80	\$ 77.78
Additional cost of Small Tools	3% on \$2,592.80	\$ 77.78
PCC Overhead (Self Performed)	10% on \$2,592.80	\$ 259.28
PCC Profit (Self Performed)	5% on \$2,592.80	\$ 129.64
PCC Overhead & Profit (Subcontractors)	5% on \$ 0.00	\$ 0.00
Sales Tax	% on \$ 0.00	\$ 0.00
Bond & Insurance Premium	3.5% on \$3,137.28	\$ 109.80
	TOTAL:	<u>\$3,247.00</u>

We reserve the right to request an extension of time together with any additional costs incurred at a later date. We request 10 calendar day's extension of time for the above work. This proposal may be withdrawn if not accepted within 10 days.

Submitted By: 
JD Gilbert

Accepted By: _____

Date: _____

We will not proceed this work unless signed.



INVOICE

Remit To:
 P.O. Box 418827
 Boston, MA 02241-8827

UPC VENDOR	INVOICE DATE	INVOICE NUMBER
000000	09/24/14	2918214-00
P.O. NO.		PAGE #:
SPIRIT OF LIFE		1 of 1

CUST #: 1000000

CORRESPONDENCE TO:

AH Harris & Sons, Inc.
 17 Commercial Ave
 Call 24 HRS ahead for delivery
 Albany, NY 12205-5703
 (518)438-3976

BILL TO:

9474 1 MB 0.435 50405 10708 01088724852 P21777C2 0002:0003

SHIP TO:

PCC CONTRACTING INC
 SPIRIT OF LIFE
 SCHENECTADY, NY 12303

PCC CONTRACTING INC
 1861 CHRISLER AVE STE 2
 SCHENECTADY NY 12303-1561

INSTRUCTIONS		SHIP POINT			TERMS		SHIP VIA		SHIPPED
AT COUNTER		M030 Albany			NET 30		Cust Pick Up		09/24/14
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY U/M	UNIT PRICE	PRICE U/M	DISCOUNT %	AMOUNT NET
1	1004789 MS NP 2 TINT BASE 1.5 GAL	3	0	3	PL	34.40	PL	0.00	103.20 T
2	DW5403 DEWALT SDS+ 3/16"X6.5" BIT	2	0	2	EA	5.42	EA	0.00	10.84 T
3	0188-500 SIKATOP 123 PLUS-B COMP BAG UNIT 40/PALLET	6	0	6	BG	11.83	BG	0.00	70.98 T
4	0183-070 SIKATOP PLUS DISPR LIQ- A COMP 1GAL 4/CASE 108/P KEEP FROM FREEZING	6	0	6	GL	16.67	GL	0.00	100.02 T
5	1004875 MS P 173 (PRIMER #733) PINT	2	0	2	PT	11.50	PT	0.00	23.00 T
5 Lines Total		Qty Shipped Total			19	Line Total			308.04
						Taxes			24.64
						Total Due			332.68

Job No 1451 - JD - 10.1.14
 Cost Code: 10199
 Approved: _____
 Date: _____



**CONTRACTING
INCORPORATED**

1861 Chrysler Avenue
Schenectady, NY 12303

CHANGE PROPOSAL REQUEST

Project Name Spirit of Life & Spencer Trask Memorial
Masonry Restoration

Change Request No: 5
Date: 10.8.14

Project No.: IFB #2014-05
PCC No.: #1451

Company To: Spring Line Design Architecture + Engineering, LLP

Address: 73 Troy Road, Suite 2H
East Greenbush, NY 12061 1334

Description: Item #5 - At east seating area, saw-cut base of north pier – form & pour concrete base – strip form & finish.

PCC Labor:

1 Mason - 20 hrs. @ \$71.25 \$1,425.00 \$1,425.00

PCC Materials:

4 Bags Sika 123 Repair \$28.50 \$ 114.00
2 Bags Stone @ \$7.50 \$ 14.80
Plywood & Stainless Steel Rod \$ 35.20
PCC Total: \$ 164.00

Subcontractors:

\$ N/A

Subtotal Above: \$1,589.00

Additional cost of General Conditions 3% on \$1,589.00 \$ 47.67
Additional cost of Small Tools 3% on \$1,589.00 \$ 47.67
PCC Overhead (Self Performed) 10% on \$1,589.00 \$ 158.90
PCC Profit (Self Performed) 5% on \$1,589.00 \$ 79.45
PCC Overhead & Profit (Subcontractors) 5% on \$ 0.00 \$ 0.00
Sales Tax % on \$ 0.00 \$ 0.00
Bond & Insurance Premium 3.5% on \$1,922.69 \$ 67.29
TOTAL: \$1,990.00

We reserve the right to request an extension of time together with any additional costs incurred at a later date. We request 10 calendar day's extension of time for the above work. This proposal may be withdrawn if not **accepted within 10 days.**

Submitted By: 
JD Gilbert

Accepted By: _____
Date: _____

We will not proceed this work unless signed.



INVOICE

UPC VENDOR	INVOICE DATE	INVOICE NUMBER
000000	09/24/14	2918214-00
P.O. NO.		PAGE #:
SPIRIT OF LIFE		1 of 1

Remit To:
P.O. Box 418827
Boston, MA 02241-8827

CUST #: 1000000

SEP 29 2014

CORRESPONDENCE TO:

AH Harris & Sons, Inc.
17 Commercial Ave
Call 24 HRS ahead for delivery
Albany, NY 12205-5703
(518)438-3976

SHIP TO:

BILL TO:
9474 1 MB 0.435 E0405 I0708 D1088724852 P2177702 0002:0003

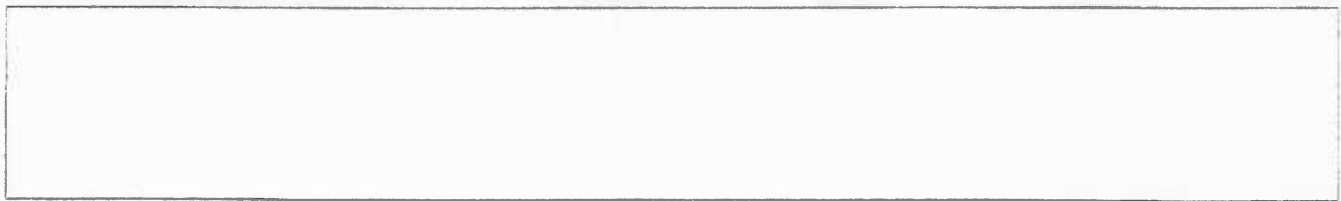


PCC CONTRACTING INC
1861 CHRISLER AVE STE 2
SCHENECTADY NY 12303-1561

PCC CONTRACTING INC
SPIRIT OF LIFE
SCHENECTADY, NY 12303

INSTRUCTIONS		SHIP POINT			TERMS		SHIP VIA		SHIPPED
AT COUNTER		M030 Albany			NET 30		Cust Pick Up		09/24/14
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY. U/M	UNIT PRICE	PRICE U/M	DISCOUNT %	AMOUNT NET
1	1004789 MS NP 2 TINT BASE 1.5 GAL	3	0	3	PL	34.40	PL	0.00	103.20 T
2	DW5403 DEWALT SDS+ 3/16"X6.5" BIT	2	0	2	EA	5.42	EA	0.00	10.84 T
3	0188-500 SIKATOP 123 PLUS-B COMP BAG UNIT 40/PALLET	6	0	6	BG	11.83	BG	0.00	70.98 T
4	0183-070 SIKATOP PLUS DISPR LIQ- A COMP 1GAL 4/CASE 108/P KEEP FROM FREEZING	6	0	6	GL	16.67	GL	0.00	100.02 T
5	1004875 MS P 173 (PRIMER #733) PINT	2	0	2	PT	11.50	PT	0.00	23.00 T
5	Lines Total	Qty Shipped Total		19	Line Total		Taxes		308.04
									24.64
									332.68

Job No: 1451-30-10.1.14
Cost Code: WTR
Approved: _____
Date: _____



Notwithstanding any different or additional terms that may be contained in your order, your order is accepted only on the express condition that you assent to the terms and conditions contained on this page and on the reverse side hereof. Subject to 1 1/2 % per month late charge if not paid within terms. Merchandise cannot be returned without authorization. Transportation charges must be prepaid on returned goods. Credit will be based on our count upon inspection and will be subject to a restocking charge.



CONTRACTING INCORPORATED

1861 Chrisler Avenue
Schenectady, NY 12303

CHANGE PROPOSAL REQUEST

Project Name: Spirit of Life & Spencer Trask Memorial
Masonry Restoration

Change Request No: 6
Date: 10.8.14

Project No.: IFB #2014-05
PCC No.: #1451

Company To: Spring Line Design Architecture + Engineering, LLP

Address: 73 Troy Road, Suite 2H
East Greenbush, NY 12061-1334

Description: Item #6 - Remove additional cementitious coatings from limestone stonework & pool liner.

PCC Labor:

Mason - 34 hrs. @ \$71.25	\$2,422.50	
Supervision - 6 hrs. @ \$74.70	\$ 448.20	
		<u>\$2,870.70</u>

PCC Materials:

Hot Water Pressure Washer @ \$98.17 / day	\$ 392.68	
Fuel (10 gallon/day) @ \$4.00 = 40 gallons	\$ 160.00	
Cleaner & Brushes	\$ 155.00	
	PCC Total:	<u>\$ 707.68</u>

Subcontractors:

\$ N/A

Subtotal Above: \$3,578.38

Additional cost of General Conditions	3% on \$3,578.38	\$ 107.35
Additional cost of Small Tools	3% on \$3,578.38	\$ 107.35
PCC Overhead (Self Performed)	10% on \$3,578.38	\$ 357.84
PCC Profit (Self Performed)	5% on \$3,578.38	\$ 178.92
PCC Overhead & Profit (Subcontractors)	5% on \$ 0.00	\$ 0.00
Sales Tax	% on \$ 0.00	\$ 0.00
Bond & Insurance Premium	3.5% on \$4,329.84	\$ 151.54
	TOTAL:	<u>\$4,481.00</u>

We reserve the right to request an extension of time together with any additional costs incurred at a later date. We request 10 calendar day's extension of time for the above work. This proposal may be withdrawn if not accepted within 10 days.

Submitted By: 
JD Gilbert

Accepted By: _____

Date: _____

We will not proceed this work unless signed.



**CONTRACTING
INCORPORATED**

1861 Chrisler Avenue
Schenectady, NY 12303

CHANGE PROPOSAL REQUEST

Project Name: Spirit of Life & Spencer Trask Memorial
Masonry Restoration

Change Request No: 7
Date: 10.8.14

Project No.: IFB #2014-05
PCC No.: #1451

Company To: Spring Line Design Architecture + Engineering, LLP

Address: 73 Troy Road, Suite 2H
East Greenbush, NY 12061-1334

Description: Item #7 - Additional concrete patching @ support legs of east seating area bench.

PCC Labor:

Mason - 12 hrs. @ \$71.25 \$ 855.00
\$ 855.00

PCC Materials:

Sika 123 1 Unit @ \$28.50 \$ 28.50
PCC Total: \$ 28.50

Subcontractors:

\$ N/A

Subtotal Above: \$ 883.50

Additional cost of General Conditions	3% on \$ 883.50	\$ 26.51
Additional cost of Small Tools	3% on \$ 883.50	\$ 26.51
PCC Overhead (Self Performed)	10% on \$ 883.50	\$ 88.35
PCC Profit (Self Performed)	5% on \$ 883.50	\$ 44.18
PCC Overhead & Profit (Subcontractors)	5% on \$ 0.00	\$ 0.00
Sales Tax	% on \$ 0.00	\$ 0.00
Bond & Insurance Premium	3.5% on \$1,069.05	\$ 37.42
TOTAL:		\$1,106.00

We reserve the right to request an extension of time together with any additional costs incurred at a later date.
We request 10 calendar day's extension of time for the above work. This proposal may be withdrawn if not accepted within 10 days.

Submitted By: JD Gilbert
JD Gilbert

Accepted By: _____

Date: _____

We will not proceed this work unless signed.

INVOICE



UPC VENDOR	INVOICE DATE	INVOICE NUMBER
000000	09/24/14	2918214-00
P.O. NO.		PAGE #:
SPIRIT OF LIFE		1 of 1

Remit To:
P.O. Box 418827
Boston, MA 02241-8827

CUST #: 1000000

CORRESPONDENCE TO:

AH Harris & Sons, Inc.
17 Commercial Ave
Call 24 HRS ahead for delivery
Albany, NY 12205-5703
(518)438-3976

SHIP TO:

PCC CONTRACTING INC
SPIRIT OF LIFE
SCHENECTADY, NY 12303

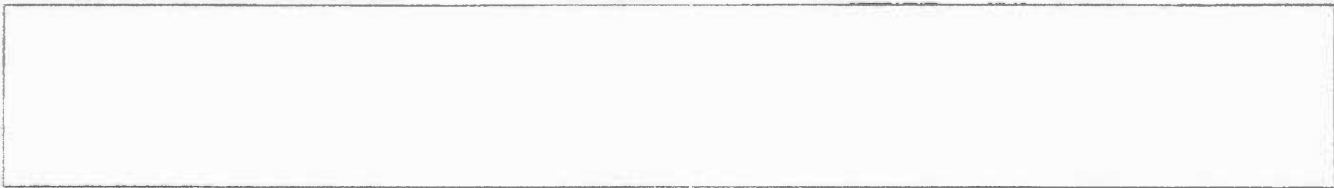
BILL TO:
9474 1 MB 0.435 E0405 I0708 D1088724852 P2177702 0002:0003



PCC CONTRACTING INC
1861 CHRISLER AVE STE 2
SCHENECTADY NY 12303-1561

INSTRUCTIONS		SHIP POINT			TERMS		SHIP VIA		SHIPPED
AT COUNTER		M030 Albany			NET 30		Cust Pick Up		09/24/14
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY. U/M	UNIT PRICE	PRICE U/M	DISCOUNT %	AMOUNT NET
1	1004789 MS NP 2 TINT BASE 1.5 GAL	3	0	3	PL	34.40	PL	0.00	103.20 T
2	DW5403 DEWALT SDS+ 3/16"X6.5" BIT	2	0	2	EA	5.42	EA	0.00	10.84 T
3	0188-500 SIKATOP 123 PLUS-B COMP BAG UNIT 40/PALLET	6	0	6	BG	11.83	BG	0.00	70.98 T
4	0183-070 SIKATOP PLUS DISPR LIQ- A COMP 1GAL 4/CASE 108/P KEEP FROM FREEZING	6	0	6	GL	16.67	GL	0.00	100.02 T
5	1004875 MS P 173 (PRIMER #733) PINT	2	0	2	PT	11.50	PT	0.00	23.00 T
5	Lines Total	Qty Shipped Total		19	Line Total		Taxes		308.04
									24.64
									Total Due 332.68

Job No: 1451 - JD - 10.1.14
 Cost Code: 1000
 Approved: [Signature]
 Date: _____





**CONTRACTING
INCORPORATED**

1861 Chrisler Avenue
Schenectady, NY 12303

CHANGE PROPOSAL REQUEST

Project Name: Spirit of Life & Spencer Trask Memorial
Masonry Restoration

Change Request No: 8
Date: 10.8.14

Project No.: IFB #2014-05
PCC No.: #1451

Company To: Spring Line Design Architecture + Engineering, LLP

Address: 73 Troy Road, Suite 2H
East Greenbush, NY 12061-1334

Description: Item #8 – Apply Conproco M3P stain to all stucco surfaces.

PCC Labor:

Mason - 40 hrs. @ \$71.25	\$2,850.00	
Supervisor – 8 hrs. @ \$74.70	\$ 597.60	
		<u>\$3,447.60</u>

PCC Materials:

M3P Stain 20 Gallons @ \$80.00 / Gallon	\$1,600.00	
Miscellaneous Brushes & Solvent	\$ 80.00	
	PCC Total:	<u>\$1,680.00</u>

Subcontractors:

\$ N/A

Subtotal Above: \$5,127.60

Additional cost of General Conditions	3% on \$5,127.60	\$ 153.83
Additional cost of Small Tools	3% on \$5,127.60	\$ 153.83
PCC Overhead (Self Performed)	10% on \$5,127.60	\$ 512.76
PCC Profit (Self Performed)	5% on \$5,127.60	\$ 256.38
PCC Overhead & Profit (Subcontractors)	5% on \$ 0.00	\$ 0.00
Sales Tax	% on \$ 0.00	\$ 0.00
Bond & Insurance Premium	3.5% on \$6,204.40	\$ 217.15

TOTAL: \$6,422.00

We reserve the right to request an extension of time together with any additional costs incurred at a later date. We request 10 calendar day's extension of time for the above work. This proposal may be withdrawn if not accepted within 10 days.

Submitted By: JD Gilbert
JD Gilbert

Accepted By: _____

Date: _____

We will not proceed this work unless signed.

M3P

Spray, roller or brush applied, mineral silicate paint.

WHERE TO USE
Long term protection and enhanced aesthetics of concrete, masonry and stone. Used when objective is to change color of substrate.

PERFORMANCE CHARACTERISTICS*

Anti-carbonation

- Reacts with calcium hydroxide at surface, mitigating carbonation to depth of penetration.

Water repellent

- Siloxane component provides long term protection from water and water borne contaminants.

Non-film forming

- Will not peel, blister or flake.

Breathability

- 97% vapor permeable.

Stable

- Unaffected by UV.
- Fire resistant.

Colorfast

- Unique iron oxide pigment system resists fading.

Environmentally friendly

- Water based, low odor, low VOC.

Ease of application

- Single component, stir and apply.

Extensive color spectrum

- 34 standard colors, plus *Matrix* colors and custom matching.

SURFACE PREPARATION

- Remove loose and deteriorated material, laitance, dirt, dust, oil and any surface contaminants that will inhibit proper penetration. Prepare surface to be sandpaper-like texture (CSP 3) by mechanical abrasion or water blasting. Refer to ICRI Surface Preparation Guide 03732 for information about Concrete Surface Profile (CSP).
- Surface must be dry and frost free.
- New concrete must cure at least 14 days before application

PRIMING

- Apply a uniform application of *Primex*.
- For best results spray apply beginning at the bottom of the structure and work to the top.
- Allow to react for 12 hours before applying *M3P*.

MIXING

- Stir or mechanically mix using a low speed drill (400 - 600) until homogenous.
- Mix pails from different batches when an entire surface is visible.

APPLICATION

- Apply a test sample to determine suitability. Ensure by visual inspection that *Primex* and *M3P* have penetrated the substrate. A white film on the surface after either material reacts - 12 hours indicates substrate is either too dense for proper penetration or a previous treatment such as a water repellent has been applied.
- Substrate temperature must be above 45°F.
- Ambient temperature must be above 45°F for the entire curing period.
- For roller applications use a 3/8 - 1/2 inch synthetic nap roller depending on texture of substrate.
- For spray applications use an airless sprayer with a 0.017 - 0.021 tip. Refer to *Conproco Black Book*.
- Work to pre-determined break points in the structure.
- Maintain a wet edge.
- Allow *Primex* to react for 12 hours before applying *M3P*.
- If *Primex* has been applied, a second application of *M3P* can be applied after the first is dry-to-touch.

CURING

- Protect from moisture for 24 hours.

CLEAN UP

- Clean tools and equipment with water. Clean adjacent areas with water before material dries

M3P

COVERAGE / YIELD

- M3P – 170 - 300 ft²/gal.
- 102 - 180 ft²/gal. for split block or rough surfaces.

PRODUCT HANDLING

Packaging

- 5 gallon containers.

Shelf Life

- 18 months in unopened containers.

Storage

- Protect from freezing.
- Transport and store in cool, clean, dry conditions in unopened containers.
- High temperature will reduce shelf life.

LIMITATIONS

- Do not apply if precipitation is forecast within 24 hours of application.
- Do not apply in strong winds.
- Do not apply to frozen surfaces.
- Do not apply if temperature of substrate is below 45°F.
- Do not apply if ambient temperature is below 45°F.

HEALTH AND SAFETY

- ☠ Product is alkaline.
- ☠ Do not ingest.
- ☠ Avoid contact with skin and eyes. Refer to Material Safety Data Sheet (MSDS) for additional information.

FIRST AID

- In case of skin contact, wash thoroughly with soap and water.
- For eye contact, flush immediately with a high volume of water for at least 15 minutes and contact a medical professional.
- For respiratory problems, remove person to fresh air.
- If respiratory difficulty persists, contact a medical professional.

DISPOSAL

- ☠ Dispose of material in accordance with local, state or federal regulations.

TECHNICAL DATA

Physical state and appearance		Thick liquid emulsion – natural
Base		Aqueous
pH		11.2
Percent solids by weight		51%
Viscosity	ASTM D562	95 - 105 KU – paint paddle
Density of liquid coatings	ASTM D1475	9.4 lbs./gal.
Drying time		1 hour @ 65°F – dry to touch
Fungus resistance	Fed. Spec. TT-P-19D	No growth
Accelerated weathering – QUV	ASTM G154	2000 hours – UV-B cycled with condensation - no effect
Hiding power of coating @ 5 mils.	ASTM D2805	Excellent
Water penetration and leakage	ASTM E514	100% reduction
Heat stability	ASTM C932	Pass – 2 weeks @ 120°F
Mud cracking @ 10 mils.		None

FOR PROFESSIONAL USE ONLY

Conproco Corp. warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current technical data sheet if used as directed within shelf life. User determines suitability of product for use and assumes all risks. Buyer's sole remedy shall be limited to the purchase price or replacement of product exclusive of labor or cost of labor. July 2014.

NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONPROCO CORP. SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES.

conproco[®]
CORPORATION

17 PRODUCTION DRIVE, DOVER, NEW HAMPSHIRE 03820
TELEPHONE 800.258.3500 • FAX 603.743.5744 • WEB ADDRESS www.conproco.com



**CONTRACTING
INCORPORATED**

1861 Chrisler Avenue
Schenectady, NY 12303

CHANGE PROPOSAL REQUEST

Project Name: Spirit of Life & Spencer Trask Memorial
Masonry Restoration

Change Request No: 9
Date: 10.28.14

Project No.: IFB #2014-05
PCC No.: #1451

Company To: Spring Line Design Architecture + Engineering, LLP

Address: 73 Troy Road, Suite 2H
East Greenbush, NY 12061-1334

Description: Repair vertical cracks at reflecting pool liner 20 +/- locations with Sika epoxy grout.

PCC Labor:

Prep-Install Ports & Gel 21hrs. @ \$71.25	\$1,496.25	
Inject Epoxy 16 hrs. @ \$71.25	\$1,140.00	
Remove Ports & Sealer 16 hrs. @ \$71.25	\$1,140.00	
		<u>\$3,776.25</u>

PCC Materials:

See Attached A.H. Harris	\$ 830.00	
		PCC Total: <u>\$4,606.25</u>

Subcontractors:

		<u>\$ 0.00</u>
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Subtotal Above: \$4,606.25

Additional cost of General Conditions	3% on \$4,606.25	\$ 138.19
Additional cost of Small Tools	3% on \$4,606.25	\$ 138.19
PCC Overhead (Self Performed)	10% on \$4,606.25	\$ 461.00
PCC Profit (Self Performed)	5% on \$4,606.25	\$ 230.31
PCC Overhead & Profit (Subcontractors)	5% on \$ 0.00	\$ 0.00
Sales Tax	% on \$ 0.00	\$ 0.00
Bond & Insurance Premium	3.5% on \$5,573.94	\$ 195.09
	TOTAL:	<u>\$5,770.00</u>

We reserve the right to request an extension of time together with any additional costs incurred at a later date.
We request 10 calendar day's extension of time for the above work. This proposal may be withdrawn if not
accepted within 10 days.

Submitted By: JD Gilbert
JD Gilbert

Accepted By: _____
Date: _____

We will not proceed this work unless signed.



P.O. Box 418827
Boston, MA 02241-8827

QUOTE

UPC VENDOR	QUOTE DATE	ORDER NO
000000	10/27/14	2949762-00
P O NO		PAGE #
MIKE LOCKE		1

CUST # 1000000
SHIP TO PCC CONTRACTING INC
SPIRIT OF LIFE MONUMENT
SARATOGA SPRINGS, NY 12866

CORRESPONDENCE TO M030 Albany
17 Commercial Ave
Call 24 HRS ahead for delivery
Albany, NY 12205-5703
(518)438-3976

REL TO PCC CONTRACTING INC
1861 CHRISLER AVENUE
SCHENECTADY, NY 12303

INSTRUCTIONS		TERMS	
QUOTED BY CAROL MILLS		NET 30	
SHIP POINT	SHIP VIA	SHIPPED	
M030 Albany	Cust Pick Up		

LINE NO	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QTY U/M	UNIT PRICE	PRICE U/M	DISCOUNT	AMOUNT (NET)
1	0390-03NA SIKADUR 31HIMODGEL A COMP 1-1/2 GAL 100/PAL	1	PL	80.00	PL	0.00	80.00
2	0390-03NB SIKADUR 31HIMODGEL B COMP 1-1/2 GAL 100/PAL	1	EA	80.00	EA	0.00	80.00
3	0350-780 SIKADUR 35HIMODLV/LPL A COMP 2GAL 100/PALLET VDOT APPROVED LIST #28	1	PL	75.00	GAL	0.00	150.00
4	0350-860 SIKADUR 35HIMODLV B COMP 1GAL 100/PALLET VDOT APPROVED LIST #28	1	PL	75.00	PL	0.00	75.00
5	P-375D LILY P-375 INJ PORT II	10	EA	0.50	EA	0.00	5.00
6	P-226D LILY P-226 CAP-ITS	10	EA	0.05	EA	0.00	0.50
6	Lines Total						
					Total		390.50
					Taxes		31.24
					Invoice Total		421.74

31 HI-MOD A - 2 EA @ \$80.00 \$160.00
PART B 2 EA @ \$80.00 \$160.00
35 LPL A - 2 EA @ \$75.00 \$150.00
PART B 2 EA @ \$75.00 \$150.00
INJECTION PUMPS 100 EA @ .50 \$50.00
CAPS 100 EA @ .50 \$50.00
224) INJECTION PUMP 2 DAYS @ \$50.00 \$110.00
\$830.00

Last Page

This proposal is only valid for 7 days on all reinforcing steel and material quotes are good for 30 days from the above date and shall not be binding on A.H. Harris & Sons, Inc. until it has been approved and executed by an Authorized Representative. Notwithstanding any different or additional terms that may be contained in your order, your order is accepted only on the express condition that you assent to the terms and conditions contained on this page and on page 2. Orders must be shipped within the terms stated above. Any orders placed and shipped past the expiration date will be invoiced at price at time of shipment.

A. Taxes. Prices of the products sold are exclusive of all city, state and federal taxes (other than income taxes), including, without limitation, taxes on the manufacture, sale, delivery, or use of the goods. Buyer agrees to pay Seller the amount of such taxes for which Seller may be responsible for collection or payment, either in its own behalf or that of Buyer, upon Seller's demand. No claimed exemption from taxes will be recognized unless Buyer furnishes Seller an applicable tax exemption certificate.

B. Term of Payment. Unless Buyer has credit approval from Seller, payment in full is due upon delivery. Unless otherwise specifically agreed to in writing by Seller, payment in full on all credit sales is due thirty (30) days from the date of delivery. All checks are accepted subject to collection.

C. Delivery. Unless otherwise specifically provided on the face hereof:
(1) Delivery shall be made F.O.B. Seller's location specified on the face hereof by delivery of the goods to a carrier for shipment;
(2) Method and route of shipment are at Seller's discretion;
(3) In no event shall Seller be liable in connection with shipment nor shall the carrier be deemed to be the agent of the Seller;
(4) Risk of loss to the goods shall pass to Buyer upon delivery; and
(5) All transportation charges are to be paid by Buyer.

D. Force Majeure. Seller shall not be liable for its delay in performing or its failure to perform hereunder if such delay or failure is due to act of God, war, fire, strike, differences with workmen, accident, transportation delays, equipment breakdown, governmental acts or requirements, delayed receipt of materials from third parties or other causes, either similar or dissimilar to the foregoing beyond Seller's reasonable control.

E. Disclaimer of Warranty EXCEPT AS SET FORTH ON THE FACE HEREOF AND EXCEPT AS OTHERWISE SPECIFICALLY AGREED TO IN WRITING BY SELLER, SELLER MAKES NO REPRESENTATION, OR WARRANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER.

F. Notice of Claims. Immediately upon receipt of the goods, Buyer shall inspect the same. Any claim for shortage must be made within ten (10) days after Buyer's receipt. All other claims, including claims for alleged defective goods, must be made within fifteen (15) days after Buyer learns of the facts upon which such claim is based, but in no event later than thirty (30) days after Buyer's receipt of the goods. All claims not made in writing and received by Seller within the time period specified above shall be deemed waived. With respect to any defects incapable of discovery until in use all claims for any damages or losses as a result of such defects shall be deemed waived unless made in writing and received by Seller within one (1) year after Buyer's receipt of the goods or within fifteen (15) days after Buyer learns of the alleged defect giving rise to the claim, whichever shall first occur, and after the expiration of either of said periods. Buyer expressly assumes all liability for all such damages or losses, irrespective of any use which shall have taken place or whether the alleged defect shall have occurred or been discovered prior to expiration of such periods.

G. Limitation of Liability. BUYER'S EXCLUSIVE REMEDY FOR CLAIMS ARISING HEREUNDER SHALL BE FOR DAMAGES. SELLER'S LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES TO BUYER RESULTING FROM ANY CAUSE WHATSOEVER INCLUDING SELLER'S NEGLIGENCE, ALLEGED DAMAGED OR DEFECTIVE GOODS, IRRESPECTIVE OF WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PARTICULAR GOODS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED OR, AT THE ELECTION OF THE SELLER, THE REPAIR OR REPLACEMENT OF DEFECTIVE OR DAMAGED GOODS. IN NO EVENT, INCLUDING IN THE CASE OF A CLAIM OF NEGLIGENCE, SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

H. Security Interest. Seller reserves a purchase money security interest in each item of the goods listed on the face hereof in the amount of their purchase price. Such security interest will be satisfied only by payment in full. Buyer agrees to execute at Seller's request a security agreement and financing statement deemed necessary of desirable by Seller to perfect its security interest in the goods. Nevertheless, a copy of this Agreement may be filed with the appropriate state authorities at any time after signature by the Buyer as a financing statement in order to perfect Seller's security interest.

I. Default. In the event any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Buyer, or if Buyer shall be unable to meet its debts as they come due, or in the event of the appointment of a receiver or an assignee for the benefit of creditors of Buyer or in the event Buyer shall fail to pay any amount to Seller when due or if Buyer shall breach any of its other obligations hereunder, then and in any such event Seller may cancel any unfilled part of this Agreement without liability and Buyer shall be obligated to Seller for all costs and expenses including court costs and attorneys' fees incurred by Seller in collecting the amount due from Buyer. In any such event Seller shall have all of the rights of a secured party under the Uniform Commercial Code. BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT CONSTITUTES A COMMERCIAL TRANSACTION AND THE BUYER HEREBY WAIVES ANY RIGHT TO NOTICE AND HEARING UNDER APPLICABLE STATE AND FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH SELLER MAY SEEK TO OBTAIN AGAINST BUYER. The rights and remedies reserved hereunder to Seller are cumulative and in addition to any other or future rights or remedies provided at law or in equity.

J. Entire Agreement. These terms and conditions, together with the matters set forth on the face hereof, constitute the entire understanding and agreement of the parties. No changes in or additions to these terms and conditions shall be made except in writing and signed by Seller's and Buyer's authorized representatives.

K. Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State in which Seller's location specified on the face thereof is located.

L. Lease Transactions. If this is a lease transaction, the terms of the lease agreement between Seller and Buyer shall prevail in the event of any conflict between the terms of such lease agreement and the terms of Paragraphs A through K above.