

Hoosick Valley Contractors, Inc. 52 Melrose-Valley Falls Road Melrose, NY 12121

Tel. (518) 235-7108 - Fax (518) 235-7424 www.hoosickvalley.com

CHANGE ORDER PROPOSAL ♯2

Project:

Saratoga Arts Council

COP #:

002

To:

City of Saratoga Springs

Date:

7/15/2015

Scope:

Provide asbestos abatement and monitoring services for existing flooring material found above the stairwell on the first floor.

Line #1	Subcontractor:				\$ 7,700.00
Line #2	OH & P - 15%				\$ 1,155.00
Line #3	Sub-Total (Line 1 + 2)				\$ 8,855.00
Line #4	Materials:				\$ -
Line #5	Equipment:				\$ _
Line #6	Labor:	12 HRS @	\$	70.00	\$ 840.00
Line #7	OH & P - 15%				\$ 126.00
Line #8	Sub-Total (Line 4 + 5 + 6 +	7)			\$ 966.00
Line #9	Subtotals (Line 3 + Line 8)				\$ 9,821.00
Line #10	Perfomance & Payment Bond Fee			\$ 	
Line #11	TOTAL (Line 9 + Line 10)				\$ 9,821.00

OK Ill 7/16/2015



Contracting and Specialties

1 Harrison Street PO Box 844 Troy, NY 12181

Irex Contracting Group

Phone: 518-272-2715 FAX: 518-272-0380

> 7/14/2015 Proposal #0715-10

Hoosick Valley Contractors Inc. 52 Melrose-Valley Falls Road Melrose, NY 12121 Attn: Scott Wiley

Scope of work:

• Removal and disposal of 65sf of tile and mastic at the Saratoga Arts

Removal and Disposal of Asbestos:

\$4,900.00

Clarifications:

- Owner/General Contractor to supply building permit, if required
- Supply licensed and qualified Supervision & manpower for removal
- Supply Asbestos G.L. & W.C. insurance certificates
- Removals based on quantities listed above
- · Removals based on one mobilization
- Owner to remove all salvage and non-contaminated items in and around the buildings prior to abatement/demolition
- Replacement of materials not included
- Lifts or Scaffolding to be provided by GC
- Provide Close-out paperwork as required or upon request
- · Removals and disposal are performed according to all state and federal regulations
- Sales tax, if applicable, is a separate item unless the proper tax-exempt or capital improvement documentation is provided
- Owner or G.C. to provide free and ready access to work area, utilities and able secure staging area
- Standard payment terms are due upon receipt of invoice
- Weekend, Holiday, or Overtime ordered by the contractor or owner to be considered an extra charge
- Any extra disposal, off specification charges or other work performed beyond the scope of work, unless otherwise agreed to in writing, will be billed at **Atlantic Contracting & Specialties** standard T & M rates
- This proposal will remain in effect for 30 days

If you have any questions, feel free to call Sergio Proietti at 518-788-3536 or E-mail sproietti@atlanticcontracting.com

This proposal is expressly conditioned upon (a) customer entering into a written contract with Atlantic Contracting & Specialties not later than thirty days hereof, and, (b) Atlantic Contracting & Specialties' review and expressed written acceptance of all terms and conditions of all other contracts and any other document binding on Atlantic Contracting & Specialties. Unless both of the foregoing conditions are satisfied in full, this proposal will be null and void and customer will have no claims against Atlantic Contracting & Specialties arising out of or resulting from this proposal



July 13, 2015

Mr. Scott Wiley Project Manager Hoosick Valley Contracting 52 Melrose Valley Falls Road Melrose, New York 12121

Re: Pro

Proposal for Asbestos Abatement Work Plan And Project/Air Monitoring 320 Broadway, Saratoga Arts Building Saratoga Springs, New York PSI Proposal No. 0821-157048

Dear Mr. Wiley,

Thank you for giving us the opportunity to propose our services to you. Professional Service Industries, Inc. (PSI) is submitting this proposal for the development of an asbestos abatement procedural manual for the removal of 32 square feet of asbestos containing floor covering located in the Saratoga Arts Building at 320 Broadway, Saratoga Springs, New York. PSI has also been requested to provide a cost for the monitoring and air sampling during the removal. It is assumed the abatement work shall be done over a weekend as the building is occupied during the week. Presented below is a review of furnished project information, along with our proposed scope of services, schedule and fee information.

SCOPE OF SERVICES

Asbestos Removal Procedural Manual

Asbestos Abatement Procedural Manual

PSI shall prepare a work practices asbestos abatement procedural manual to address the requirements of an asbestos abatement event. The work practices design package shall be independent of any other project at the site and shall not address or reference any contract or administrative requirements. The work practices design package may be considered a procedural manual for use in identifying basic work requirements to accomplish a specified task. The procedural manual shall identify areas of abatement, materials to be abated, estimated quantities and methods employed. The work practices design package shall be specific enough that any individual trained in asbestos work may reasonably determine needs of the project and carry out the abatement operations. The work practices design manual may incorporate by reference requirements of applicable regulations.

PSI shall markup drawings provided by the client or provide not to scale drawings to show the work locations and provide general information regarding the abatement. These drawings will not be to scale and will be provided for reference only. PSI understands that the drawings will not require the stamp of a New York State Licensed Professional Engineer.

Bid Administration

PSI shall provide basic support for the asbestos portion of the bid phase. Bid administration shall include attendance to one pre-bid walk through, review of bids, and response to requests for clarification in the form of addenda.

Project and Air Monitoring Services

PSI will provide a New York State Certified Asbestos Project Monitor who is also certified as an Air Sampling Technician, working under the direction of a PSI Principal Consultant (PC), to perform Project Monitoring and Air Sampling of the upcoming asbestos abatement projects.

Background Monitoring

PSI shall collect background air samples for the work areas prior to the abatement contractor arriving on site.

Project Monitoring

PSI shall provide a certified Project Monitor who shall be on-site at all times during asbestos abatement related activities. The Project Monitor shall observe abatement work activities on a daily basis and document observations in a daily log. The daily log shall contain the Asbestos Supervisor's name, hours of the asbestos abatement shift and the number of workers. The log shall additionally provide a chronological discussion of the Project Monitor's observations made during the project shift. PSI's Project Monitor shall, at a minimum, record the general progress of the asbestos abatement work as observed.

Although PSI's Project Monitor shall document abatement related activities, the monitor's log is not an exhaustive record of all events and there exists the possibility that work may occur outside PSI's direct observation. PSI's log is limited to observations; PSI's Project Monitor shall draw no conclusions as to the validity of claims or appropriate resolution of disputes. PSI's Project Monitor shall not direct the work of the abatement contractor.

Air Sampling During Abatement

PSI's certified Project and Air Monitor shall collect PCM air samples during work area preparation, abatement, and cleaning as required by Code Rule 56 and any Applicable or Site-Specific Variance requirements. Air samples shall be submitted to PSI's Schenectady Asbestos or an ELAP accredited sub-contract laboratory for analysis by NIOSH Method 7400. Results of analysis shall be posted on-site within 48 hours or as required by any Applicable or Site-Specific Variance decision. Abbreviated turnaround times may be provided at the additional costs as indicated in the Fee Schedule section of this proposal.

Project and Air Monitor's Visual Inspection

PSI's Project Monitor shall accompany the Abatement Contractor on the Contractor's inspection of the work area and shall observe all surfaces within the work area. Observations of each surface shall be made at close range and shall be close enough to physically touch the surface. All equipment required to access surfaces such as ladders, scaffolding etc., shall be provided by the abatement contractor. The abatement contractor shall additionally provide adequate lighting to ensure that surfaces are sufficiently illuminated to identify the presence of ACM, dusts or debris.

Once the entire area is free of observed ACM, dusts and debris, the Project Monitor shall record his acceptance of the Abatement Contractor's Certification of completeness.

PSI shall affix a label in the Supervisor's Log indicating the results of the visual inspection.

Clearance Testing

PSI shall collect clearance air samples at the conclusion of all asbestos activities, cleanings, inspections and any necessary waiting periods as required by NYSICR 56 and AHERA.

REPORT

A report of our findings will be prepared and one pdf electronic version shall be provided to the client.

The asbestos monitoring report will include an executive summary, methods applied at the project site, and a discussion of findings. The report shall also include the Project Monitor's daily log, reports of analysis, and PSI's accreditations.

SCHEDULE

PSI shall schedule work on this project upon receipt of a signed copy of this proposal. A report of Project Monitoring and Air Sampling will be delivered within twenty (20) business days after completion of the abatement project, or as agreed upon with the owner.

FEE SCHEDULE

PSI shall provide all services outlined above in accordance with the Fee Schedule below and the attached PSI general Conditions.

Lump Sum Fees: Asbestos Work Plan: \$1,200.00 Not Required Lump Sum Asbestos Monitoring \$2,800.00 (Monitoring fee includes up to 2 half days and 3 full days, samples, travel and report):

All costs will be invoiced on a unit rate basis as shown below.

Labor*:

Asbestos Project/Air Monitor (4 to 8 hours on site week day)	\$ 390.00
Asbestos Project Monitor Half Day (1 to 4 hours on site)	\$ 205.00
Asbestos Project /Air Monitor Over Time	\$ 63.00
Asbestos Project Manager/DesignerHour	\$ 95.00
Asbestos Inspector Hour	\$ 65.00
Asbestos Principal Consultant (if required)Hour	\$ 135.00

Analytical*:		
Asbestos PCM Air Sample (48 Hour Turnaround)Each	\$	9.00
Asbestos PCM Air Sample (24 Hour)Each	\$	12.00
Travel & Other Expenses:		
Daily Trip Charge (Mileage Travel and Vehicle) Each Day	\$	120.00
Equipment Fee One Time ChargeEach	\$	100.00
ReportEach	\$.	350.00

Remarks:

- Overtime shall be charged beyond 8 hours on site each day.
- All labor rates above are quoted for eight (8) hours per day and up to forty hours per week. Additional shift time and weekend work shall be accrued at an overtime rate of \$ 65.00 each hour. All holiday shift hours shall be charged at \$ 75.00 per hour for the monitor.
- Minimum labor charge of half day applies for all days and shifts cancelled in less than 12 hours from start time.
- Analytical charges above reflect normal business days. Analysis requested on weekends shall be charged at 1.5 times the given rate. TEM analysis shall not be provided on federal holidays (Thanksgiving, Christmas, New Year's, etc.) as most labs are closed. If necessary laboratories may provide holiday pricing.
- All charges are inclusive of PSI respiratory protective equipment. Other PPE required may be provided at additional unit rates.

Additional work required beyond the scope of services included in this proposal, or as caused by factors beyond PSI's control, will be invoiced on a time and expense basis.

AUTHORIZATION

To execute this proposal, please sign and complete the proposal authorization and instructions for payment below, and return one copy of this proposal in its entirety to our office. We will proceed with the work upon receipt of proposal authorization. PSI will perform the work in accordance with the attached PSI General Conditions, which are incorporated into and made a part of this proposal.

We look forward to working with you on this and future projects. Please do not hesitate to contact us at (518) 377-9841 to answer any questions you may have or should you need any further information.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Joseph Armer Project Manager

District Manager/Principal Consultant

Attachments: Acceptance

General Conditions

ACCEPTANCE:

Authorization for Proposal No. 08 To execute this proposal, please sig applicable payment instructions, and re	n and com	plete the author	prization information below along with					
Authorized By (please print)		Signature						
Title		Firm						
Address								
City	State	Zip Code	Telephone					
Date	 	Purchase Order No. / Project Tracking No. (if applicable)						
following information for whom the invo		e billed:	orizing party above, please provide the					
Firm		Attention						
Address		Title						
City	State	Zip Code	Telephone					
Authorizing Party's Relationship to Invoice Par	yment Party							
If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:								
Firm		Attention						
Address		Title						
City	State	Zip Code	Telephone					
Authorizing Party's Relationship to Invoice App	proval Party							

GENERAL CONDITIONS

- 1. PARTIES AND SCOPE OF WORK: Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal. Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing. Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions. regardless of the terms of any subsequently issued document.
- 2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
- 3. PREVAILING WAGES: This proposal specifically excludes compliance with any project labor agreement, lobor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harroless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
- 4. SCHEDULING OF WORK: The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
- 5. ACCESS TO SITE: Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
- 6. CLIENT'S DUTY TO NOTIFY ENGINEER: Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
- 7. RESPONSIBILITY: PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction.
 PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform some shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
- 8. SAMPLE DISPOSAL: Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
- 9. PAYMENT: The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out

of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY. REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE FEE PAID TO PSI. ITS OFFICERS, EMPLOYEES AND AGENTS SHALL, BE LIMITED TO \$25,000,00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000,00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NO ACTION OR CLAIM. WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

- 11. INDEMNITY: Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
- 12. TERMINATION: This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
- 13. EMPLOYEES/WITNESS FEES: PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoent. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
- 14. FIDUCIARY: PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
- 15. CHOICE OF LAW AND EXCLUSIVE VENUE: All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
- 16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the retraining provisions shall be enforceable.
- 17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.