



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 #1

Project: Saratoga Arts Council **COP #:** 001

To: City of Saratoga Springs **Date:** 7/6/2015

Scope: *Provide asbestos testing services for suspect material found above the stairwell on the first floor.*

Line #1	Subcontractor:		\$	520.00
Line #2	OH & P - 15%		\$	78.00
Line #3	Sub-Total (Line 1 + 2)		\$	<u>598.00</u>
Line #4	Materials:		\$	-
Line #5	Equipment:		\$	-
Line #6	Labor:	2 HRS @	\$ 70.00	\$ 140.00
Line #7	OH & P - 15%		\$	21.00
Line #8	Sub-Total (Line 4 + 5 + 6 + 7)		\$	<u>161.00</u>
Line #9	Subtotals (Line 3 + Line 8)		\$	759.00
Line #10	Performance & Payment Bond Fee		\$	-
Line #11	TOTAL (Line 9 + Line 10)		\$	<u>759.00</u>

OK
[Signature] 7/16/2015



SCHENECTADY ENV DEPT
 SCHENECTADY, NY 12305
 (518) 377-9841

Federal ID 37-0962090

Professional Service Industries, Inc.
 www.psiusa.com

ATTN: Scott Wiley
 HOOSICK VALLEY CONTRACTORS INC
 52 MELROSE VALLEY FALLS ROAD
 MELROSE NY 12121
 USA

HOOSICK VALLEY CONTRACTORS INC
 52 MELROSE VALLEY FALLS ROAD
 MELROSE NY 12121

Customer #	Purchase Order	PSI Project Number	Date	Invoice #	Page
1110847		08211941	06/30/15	00374950	0001

Project: 320 BROADWAY FLOOR COVERING

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
06/24/15	08211941-1	ASBESTOS SURVEY LIMITED FLOOR SAMPLING ONLY	1.00	400.00	400.00
06/24/15	08211941-1	ASBESTOS BULK - PLM (EA)	4.00	30.00	120.00
Invoice Total:					\$520.00
Balance Due:					\$520.00

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS.

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
1110847	00374950	08211941	

Professional Service Industries, Inc.
 7192 Solutions Center
 Chicago, IL 60677-7001

REPORT OF BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR: PSI, Inc
 104 Erie Boulevard, Suite One
 Schenectady, NY 12305
 Attn: John Tranter

Project ID: 08211941
 Hoosick Valley Contractor's Inc.
 320 Broadway Saratoga Spring
 Linoleum and Adhesive Sampling

Date Received: 6/26/2015 Date Completed 7/1/2015 Date Reported: 7/1/2015

Analyst: DA		Work Order: 1506590		Page: 1 of 1	
Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment:</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)	
01-01A	001A	(1) Gray, Linoleum, Homogeneous	NO ASBESTOS DETECTED	3% Fibrous Glass	
01-01B	002A	(1) Yellow, Adhesive, Homogeneous <i>Inseparable Yellow and Black Adhesive</i>	3.8% CHRYSOTILE (PT)	None Reported	
01-02A	003A	(1) Gray, Linoleum, Homogeneous	NO ASBESTOS DETECTED	3% Fibrous Glass	
01-02B	004A	Sample Not Tested			
02-03	005A	(1) Yellow, Adhesive, Homogeneous	3.8% CHRYSOTILE (PT)	None Reported	
02-04	006A	Sample Not Tested			

Report Notes: (PT) Point Count Results

Quantification is based on a determination of the relative area of bulk sample components. The results are valid only for the items tested. This report may not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: N.Y.E.L.A.P. Polarized-Light Microscope Methods for Identifying and Quantitating Asbestos in Bulk Samples (Item #198.1, 2005) and N.Y.E.L.A.P. Polarized-Light Microscope Method for Identifying and Quantitating Asbestos in Non-Friable Organically Bound Bulk Samples (Item #198.6, 2005). Polarized-Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing. Samples will be disposed of within 60 days unless otherwise notified in writing by client. No part of this report may be reproduced except in full without the written permission of PSI. The reporting limit is 1% by weight. NYELAP Lab #10930.

Respectfully submitted,
 PSI, Inc.

Mary Cantley

Approved Signatory
 Mary Cantley

1506590



CHAIN OF CUSTODY SHEET

Client: Hoosick Valley Contractor's Inc.
Attn: Scott Wiley
Address: 52 Melrose Valley Falls Road
Melrose, NY 12121

Project Number: 08211941
Report Number:
Date Delivered:
Package Shipped From: Saratoga Springs, NY
Carrier: All Employees
Number Collected: 4
Number Received:
Date Sampled: June 24, 2014

Project: 320 Broadway Saratoga Springs NY
Linoleum and adhesive Sampling Only

Condition of Custody Seal on Receipt:
Condition of Package on receipt:
Shipping Manifest Attached: Shipped Bill Retained:

Table with 6 columns: Laboratory ID, Sample ID, Other ID, Location, Sample Type, Other. Contains handwritten entries for stair landings with sample types like 'Gray Linoleum and Yellow Adhesive'.

Handwritten notes: 01-01A, 01-02A

Sampled By: J. Bremer
Relinquish Signature Chain of Custody: [Signature] Date: 6/24/14
Signature of Chain of Custody Recipient: [Signature] Date: 6/24/14
Disposition of Samples: [Signature] 10:39a
Report Routing: Draft to: Draft Due: Final Report To:

* NOTE: if the package has sustained substantial damage or the custody seal is broken, stop and contact the project manager and shipper.

Handwritten notes: Stop At First Positive * Inspect Yellow and Black Adhesive



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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)		\$	<u>8,855.00</u>
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)		\$	<u>966.00</u>
Line #9	Subtotals (Line 3 + Line 8)		\$	9,821.00
Line #10	Performance & Payment Bond Fee		\$	-
Line #11	TOTAL (Line 9 + Line 10)		\$	<u>9,821.00</u>

OK  7/16/2015

Atlantic

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

Contractors - Thermal Insulation - Asbestos, Lead, & Mold Remediation

July 13, 2015

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

Re: 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)	Day	\$ 390.00
Asbestos Project Monitor Half Day (1 to 4 hours on site)	Half Day	\$ 205.00
Asbestos Project /Air Monitor Over Time	Hour	\$ 63.00
Asbestos Project Manager/Designer	Hour	\$ 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 Charge.....Each \$ 100.00

Report.....Each \$ 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


 John J. Tranter
 District Manager/Principal Consultant

Attachments: Acceptance
General Conditions

ACCEPTANCE:

Authorization for Proposal No. 0821-157048; 320 Broadway Saratoga Springs, NY

To execute this proposal, please sign and complete the authorization information below along with applicable payment instructions, and return one copy of the authorized proposal to our office.

Authorized By (please print)

Signature

Title

Firm

Address

City

State

Zip Code

Telephone

Date

Purchase Order No. / Project Tracking No. (if applicable)

Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

Firm

Attention

Address

Title

City

State

Zip Code

Telephone

Authorizing Party's Relationship to Invoice Payment 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 Approval 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, labor 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 harmless 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 same 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 LIABILITY OF 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 subpoena. 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 remaining 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.

B-900-11 (11) 4/14

**RESOLUTION
(For Expenditure from the INSURANCE RESERVE FUND)**

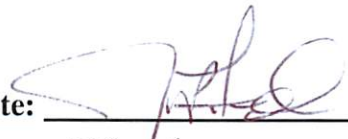
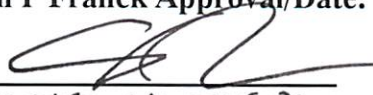
WHEREAS, the City Council of the City of Saratoga Springs established the INSURANCE Reserve Fund on October 15, 2013 pursuant to New York State General Municipal Law § 6-n "to make expenditures for any loss, claim, action or judgment for which the City of Saratoga Springs is authorized or required to purchase or maintain insurance pursuant to said statute", and,

WHEREAS, certain property and casualty claims have been filed against the City, and said claims are below the City's property and casualty insurance deductible. Expenditures for said claims remain due and owing, and said claims are of a kind or type that may be lawfully paid from the City's INSURANCE Reserve Fund. The funds are needed to pay for property damage claim deductible Travelers ERT2367 for asbestos remediation pertaining to the water damage claim for the Saratoga Arts Council Ice Jam Claim for A3031934-54775 not to exceed the amount of \$10,580.

NOW, THEREFORE, BE IT RESOLVED, that payment of the above-mentioned expenditure not to exceed the amount of \$10,580 is hereby approved as authorized as in accordance with the INSURANCE Reserve Fund to be placed in A3031934-54775.

Ayes: ___ Nays: ___

Dated: *July 21, 2015*

Commissioner of Accounts John P Franck Approval/Date:  *7/17/15*
City Attorney Approval/Date:  *7/17/15*
APPROVES LAURELY PROPER

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2015	07	135	07/21/2015	BUDGET CCM	072115 BUA AMEND-IRES	1				
1	A012	40511		PROPERTY TAX	USE OF RESTRICTED FUND BALANCE		-578,393.48	-10,580.00	-588,973.48	
	A	-01-2-0000-0-40511	-		FOR ASBESTOS REM-SSAC	ERT2367	07/21/2015			
2	A3031934	54775		MEDICAL AND CASUALTY INSURANCE	SELF INSURANCE		136,175.84	10,580.00	146,755.84	
	A	-30-3-1930-4-54775	-		FOR ASBESTOS REM-SSAC	ERT2367	07/21/2015			
** JOURNAL TOTAL								0.00		

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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CLERK: u106

YEAR PER	JNL					ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2015 7 135										
BUA A012-40511	07/21/2015	AMEND-IRES BUDGET CCM	072115			USE OF RESTRICTED FUND BALANCE 5			10,580.00	
						FOR ASBESTOS REM-SSAC ERT2367				
BUA A3031934-54775	07/21/2015	AMEND-IRES BUDGET CCM	072115			SELF INSURANCE 5		10,580.00		
						FOR ASBESTOS REM-SSAC ERT2367				
								.00	.00	
BUA A-2960	07/21/2015	AMEND-IRES BUDGET CCM	072115			APPROPRIATIONS			10,580.00	
BUA A-1510	07/21/2015	AMEND-IRES BUDGET CCM	072115			ESTIMATED REVENUES		10,580.00		
						SYSTEM GENERATED ENTRIES TOTAL		10,580.00	10,580.00	
						JOURNAL 2015/07/135 TOTAL		10,580.00	10,580.00	

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A GENERAL FUND A-1510 A-2960	2015 7	135	07/21/2015	ESTIMATED REVENUES APPROPRIATIONS	10,580.00	10,580.00
				FUND TOTAL	10,580.00	10,580.00

** END OF REPORT - Generated by Lynn Bachner **