T.J. Bell Environmental Inc.

Proposal

203 Sheer Road
Averill Park, NY 12018

Phone# 518-339-0060 **Fax #** 518-674-3611

E-mail tjbellenvironmental@gmail.com **Web Site** www.tjbellenvironmental.com

Date	Estimate #
3/1/2016	15-6739

Name / Address
Town of New Scotland 2029 New Scotland Rd Slingerlands,NY 12159

Phone	813-3597
Fax	Bill

Project Location: Old Barn by Colonie Country Club
Rt 85A Voorheesville,NY

Description	Total
Removal of the exposed/ accessible asbestos containing flooring material [approximately 250 sq ft] from the old barn ADD $2240.00 to the above price if Saturday and Sunday work is required NYS Fee Included Prevailing wages to be paid No weekend work Air testing or any required variances responsibility of the owner	5,990.00
PLEASE NOTE: OWNER IS RESPONSIBLE **-FOR ANY APPLICABLE BUILDING PERMITS** **-ANY APPLICABLE AIR MONITORING By Third Party Approved Firm.** **-Temporary Electric and Water Hook-Ups** **-Removable objects must be cleared from work area prior to start of project** **Price includes proper manifested disposal of waste.**	**Total** **$5,990.00**

T.J. Bell Environmental, Inc. holds the following qualifications:
- **Employees Trained/Certified per NYS/EPA/OSHA**
- **Holds an Occurrence Policy for the Handling of Asbestos, Lead & Mold**
- **NYS Waste Hauler Permit**

Fully insured. All bids include the following Liability Insurance- $1,000,000/occ. $2,000,000 gen agg. Additional insurance available upon request at additional cost.

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted. T.J. Bell Environmental, Inc. is authorized to do the work as specified. All fees will be paid upon acceptance of signing the contract. The remainder of the balance will be due upon completion of the project.
T.J. Bell Environmental Inc. accepts MasterCard/Visa/American Express.

Authorized Representative of T.J. Bell Environmental Inc.

Authorized Signature of Acceptance _____

Fed ID 27-3884592	Certified New York State Woman Owned Business Women's Business Enterprise National Cert#2005122532	BBB Accredited Business

C&C Unlimited, Inc.
6 Simmons Lane
Albany, NY 12204
518.729.5641p/ slatza@ccunlimitedin.com / 518.729.5642 f/ 518.810.2847 c

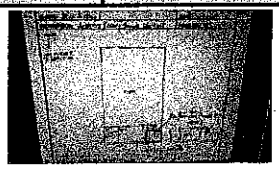
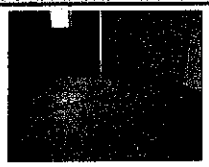
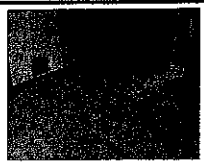
March 1, 2016

PROPOSAL

Proposal submitted to Mr. Bill Hennesey	phone	Fax / email wchennessy@verizon.net
Street 2029 New Scotland rd.	Job Location – Site **177 Maple Rd. New Scotland, NY**	
City, State, Zip Slingerlands, NY 12159	**Historic Barn BLDG.** **Project No. – A1602**	Scheduled work date(s) **revised** **Weekend work rates**

We hereby submit specifications and estimates for:

- **Removal of 247 SF of tan and brown second layer sheet flooring and associated mastic/ backing and 1 LF of transite pipe exhaust for furnace from room 2 utility closet from the Historical Barn Bldg.**
- **Lump Sum Price – $ 8,500.00**
- **NYS DOL Fee – $ 200.00**
- **Total Lump Sum Price* - $ 8,700.00**

Notes:

- All patch, fire proof, paint, repair, replacement, re-insulation, cap & seal, disconnects, and installation is excluded and done by others.
- One mobilization only.
- Power/Water to be supplied by owner. If C&C Unlimited needs to provide power for the work area during abatement add $ 800.00 to the lump sum price for a 25K tow behind diesel generator.
- Albany County Prevailing Wage – Bldg./Laborer group 3 - $26.81 + $20.14 =46.95 x 1.62 = $ 76.05 MH
- Sat. $ 26.81 x 1.5 = $ 40.21 + $ 20.14 = $ 60.35 x 1.62 = $ 97.76
- Sun $ 26.81 x 2 = $ 53.68 = $ 20.14 = $ 73.82 x 1.62 = $ 119.50
- 10 day occupant notice is required and a NYS DOL fee of $ 200.00

We Propose hereby to furnish material and labor in accordance with the above specifications, for the sum of (**excluding options**):

- **See above**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become extra charge over and above the estimate. Unpaid balances after 30 days will be assessed 1.5% monthly interest (18% annually) and charged any collection fees necessary.

Authorized Signature *Scott P. Latza*
Scott P. Latza
Project Manager

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified, including option(s) _____ above. Payment will be made in full upon physical completion of work.

(Sign below and mail back)

Name (print) _____

Signature _____

Date of Acceptance: _____

GENESEE ENVIRONMENTAL

Genesee Environmental LLC
24 Industrial Park Circle
Rochester, NY 14624
Phone: (585) 247-8882
Fax: (585) 247-8884

February 29th 2016

022916-001

Town of New Scotland
2029 New Scotland Road
Slingerlands, NY 12159

RE: Asbestos Removal- 177 Maple Road Slingerlands, NY 12159

Dear Estimating Dept.;

As requested, Genesee Environmental LLC submits the following proposal and estimates for the removal of approx. 250 SF VAT and associated mastic from the above location.

Genesee intends on performing this work under the "ICR-56" 56-11.7 NON-friable Flooring and/or Mastic Removal. We anticipate this work to be completed in 3 working days. This project will require both a NYSDOL notification as well as an EPA notification, that will require 10 business days prior to starting. This work will also require a Third Party Monitor to run air samples as per regulations. Third party Monitoring will be paid for by others. We have included prevailing wage rates as part of this proposal.

Genesee proposes that this work could be completed for the cost of ;

Total Cost of Project- $10,050.00

Genesee Environmental LLC
24 Industrial Park Circle
Rochester, NY 14624
Phone: (585) 247-8882
Fax: (585) 247-8884

General Clarifications and Exclusions

- The following terms and conditions apply unless specifically modified above.
- Quoted price does not include sales tax and it must be added, if applicable.
- If project is not subject to sales tax, acceptable documentation of tax exempt status must be provided
- Suitable access to the site, potable water, electrical service, sanitary sewer and snow removal, if necessary, will be provided at no cost to Genesee.
- Any and all security measures as required, including temporary fencing to be provided by others at no cost to Genesee.
- Estimates are based on straight-time hours, Monday through Friday excluding holidays, and are not subject to prevailing wage or union requirements.
- Handling, removal and/or disposal of hazardous materials/waste other than those noted above are excluded.
- This proposal is valid for 30 days from the date generated and may be subject to modification thereafter.
- Payment terms are Net 30 with no retention withheld. A finance charge of 1.5% per month may be applied to overdue balances.
- Pricing herein is contingent upon mutually acceptable contractual terms accepted in writing by both parties.
- Specification or contract terms to the contrary notwithstanding, Genesee will be liable for damages only if and to the degree that they arise directly from negligent acts or omissions by Genesee or its authorized agents, representatives or subcontractors.
- This proposal shall be incorporated by reference into any other contract documents and the terms herein shall govern regardless of any conflicting specification or contract language.

Ambient Environmental, Inc.
Comprehensive Building Science Solutions
NYS/NJS Certified WBE
& SBA EDWOSB & DBE

March 1, 2016

Mr. William Hennessy, Jr. PE
Hennessy Engineering & Consulting
PO Box 118
Voorheesville, NY 12186
Ph. 518-475-1670
hennessyec@verizon.net

RE: Asbestos Project & Air Monitoring
Hilton Barn
Voorheesville, NY
Ambient Proposal No. 2016-03-094

Dear Mr. Hennessy:

Ambient Environmental, Inc. (Ambient) is pleased to submit this proposal for asbestos project/ air monitoring associated with the above location.

SCOPE OF WORK

Asbestos Abatement Project/Air Monitoring

Ambient will complete the following tasks. All activities will be provided by certified professionals with demonstrated experience within the required disciplines.

A. ***Task 1:*** *Asbestos Project Monitoring.* Ambient shall provide asbestos project monitoring of asbestos abatement activities. A NYS Certified Project Monitor will conduct the monitoring. The Project Monitor will help maintain conformance to all applicable rules and regulations. Ambient will not act as the OSHA competent person on Site as this is the role of the Asbestos Abatement Contract Supervisor.

B. ***Task 2a:*** *Asbestos Air Monitoring.* Ambient shall provide asbestos air monitoring in accordance with applicable regulations. A NYS Certified Air Sampling Technician will conduct air monitoring. Air samples will be analyzed by a laboratory in accordance with AIHA, NVLAP, and New York State Department of Health Environmental Laboratory Approval Program (ELAP) requirements.

C. ***Task 2b:*** *Report Preparation.* Ambient shall prepare a report including a narrative description of the work, air sampling results, and supporting documents. The report shall contain all necessary documentation for approved occupancy of the site by non-asbestos certified personnel.

DAILY RATE

PROJECT/AIR MONITORING $450.00/DAY*
***includes up to 8 hours on site (weekday rates), travel, mileage, project management, PCM sample analysis up to 7 samples/day on a 24 hour turnaround time.**

All services performed beyond what is included in the above rate will be billed at the unit rates below. Project management included in the above price is oversight of the project and does not include on-site meetings (if needed); this will be billed on a T&M basis. Hours worked in excess of eight (8) per day or weekends will be charged at $55.00 per hr.

The final close out report will be billed at a onetime fee of $350.00

A lump sum cost of $2,050.00 can be expected if the contractor works 3 days (not to exceed 8 hours each day), one set of PCM rush TAT samples, one close out package.

LABORATORY ANALYTICAL SERVICES

PCM Air Sample Analysis, per sample 24 hour TAT $7.00
PCM Air Sample Analysis, per sample Rush TAT $15.00***
*** ***Not included in the daily rate above. Air samples on a rush TAT will be billed in addition to the daily rate.***

Laboratory Opening Fee, if required $150.00

PROJECT TEAM

Ambient will staff this project from our team of experienced environmental professionals. Joella Viscusi will direct the project. Ms. Viscusi will be responsible for development of the sampling strategy, schedule coordination, and project deliverables. Ambient's network of health and safety professionals allows for both a quality and cost effective project.

PROJECT SCHEDULE

Ambient is prepared to begin the project scope of work upon written receipt of authorization to proceed from you. It is anticipated that the project can be scheduled at a mutually agreed upon time frame.

BUSINESS TERMS

Ambient's Client Service Agreement, applies to this proposal and any subsequent contracts. This Agreement is attached. If this proposal is acceptable to you, please authorize Ambient to proceed with the work described by signing and returning one copy of the Agreement.

CONCLUSION

Ambient appreciates the opportunity to present you with this proposal to provide environmental consulting services. If you have any questions regarding the proposal or pricing, please contact me at (518) 482-0704 or (518) 859-5924 (cell). Thank you again for your time and consideration of Ambient Environmental, Inc.

Respectfully;
Ambient Environmental, Inc.

Joella Viscusi

Joella Viscusi
President

Enclosure

Ambient Environmental, Inc.
Comprehensive Building Science Solutions

NYS/NJS Certified WBE & SBA EDWOSB & DBE

CLIENT SERVICE AGREEMENT

This AGREEMENT is made this **1st** day of **March 2016**, by and between **Hennessy Engineering & Consulting** its employees, officers, directors, subsidiaries, and agents (Client) of **PO Box 118, Voorheesville, NY 12186** respectively and **Ambient Environmental, Inc.,** (Ambient) its employees, officers, directors, subsidiaries, and agents (Ambient) at **12 Colvin Avenue, Albany, NY 12206.**

The parties mutually agree as follows:

DESIGNATED REPRESENTATIVES Except as expressly specified otherwise in writing, the parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

Ambient: 12 Colvin Avenue, Albany, NY 12206

CLIENT: PO Box 118, Voorheesville, NY 12186

PROPOSAL NAME/NUMBER: 2016-03-094, Project Monitoring

1. SERVICES TO BE PERFORMED Ambient shall prepare a proposal and/or a service order for Client. The proposal and/or service order shall describe the work to be performed (Services), the location (Site), fees and/or rates to be charged, certain special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. Ambient will be authorized to proceed with the Services (Service Order), when Client indicates its acceptance by signing this Agreement. The Service Order, any attachments pertaining to the Service Order, and this Agreement shall comprise the Contract Document.

2. ADDITIONAL SERVICES If any additional or different Services are required to complete an existing Service Order, these additional Services shall be set forth in a new Service Order satisfying all applicable and appropriate requirements including a separate schedule of fees and Services (Change Order).

3. COMPENSATION Client will pay Ambient for Services and expenses in accordance with the Service Order. Ambient will submit periodic invoices to Client together with reasonable supporting documentation requested by Client and a final bill upon completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days regardless of whether Client has been reimbursed by any other party. Ambient may suspend work, withhold reports and vacate the site without liability if payment is not received. Client will indemnify Ambient for all claims concerning the suspension of work for nonpayment regardless of whether the claims are by the Client, someone claiming through the client, or by a third party. Client agrees to pay Ambient's attorney's fees, and all other costs incurred in collecting past due amounts. Ambient may from time to time revise its fees and/or rates and advise client either by general notification, or by specific Service Order.

4. EXPENSES Unless otherwise stated in the Service Order, Client agrees to pay Ambient for its reimbursable expenses, in addition to its fees. Reimbursable expenses are expenditures made by Ambient in the interest of the contracted Services. Reimbursable expenses shall be billed, and paid, in accordance with the schedule included with the Service Order. Ambient will submit a Change Order to Client detailing other reimbursable expenses not outlined in the Service Order, for written authorization prior to billing.

5. INSURANCE Ambient agrees that it now carries, and will continue to carry during the performance of any Services under this Agreement, Commercial General Liability, Professional Liability and Contractor's Pollution Liability insurance coverage with limits at or above those described below.

a. Commercial General Liability

▪ Each Occurrence	$5,000,000
▪ Personal and Advertising Injury	$5,000,000
▪ General Aggregate	$5,000,000
▪ Products and Completed Operations Aggregate	$5,000,000

b. Errors and Omissions / Professional Liability

▪ Each Claim	$5,000,000
▪ Annual Aggregate	$5,000,000

c. Contractor's Pollution Liability

▪ Each Claim	$5,000,000
▪ Annual Aggregate	$5,000,000

6. OBLIGATIONS OF CLIENT Client warrants that all information provided to Ambient concerning the required Services, is complete and accurate to the best of Client's knowledge. Client agrees to advise Ambient prior to commencement of the Services, and during the work, of any hazardous conditions on or near the Site known to Client. Client understands that Ambient is relying upon the completeness and accuracy of information supplied to it by Client and

Ambient will not independently verify such information unless otherwise provided in the Service Order. Client shall be solely responsible for and shall indemnify and hold harmless Ambient for any costs, expenses or damages incurred by Ambient due to Client's failure to follow applicable reporting and governmental requirements. Client will not hold Ambient liable if Ambient's recommendations are not followed and waives any claim against Ambient, and agrees to defend, indemnify and hold Ambient harmless from any claim or liability for injury or loss that results from failure to properly implement Ambient's recommendations.

7. STANDARD OF CARE Ambient's Services as defined by the Service Order shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by the consulting profession currently providing similar services under similar circumstances at the time the Services were provided. Client agrees to give Ambient written notice within one (1) year of any breach or default under this section and to provide Ambient a reasonable opportunity to cure such breach or default, without the payment of additional fees to Ambient, as a condition precedent to any claim for damages.

8. LIMITATIONS OF METHOD RELIABILITY The Client recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of a Service Order as authorized by the Client. The Client further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the Client's selection of Services. Ambient's observations only represent conditions observed at the time of the Site visit. Ambient is not responsible for changes that may occur to the Site after Ambient completes the Services.

9. INTERPRETATION OF DATA Ambient shall not be responsible for the interpretation of Ambient data by third parties, or the information developed by third parties from such data. Client recognizes that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by Ambient and that the data interpretations and recommendations of Ambient's personnel are based solely on the information available to them.

10. THIRD PARTY INFORMATION Ambient is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. Ambient shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to properly index files, or otherwise to fail to maintain or produce accurate or complete records.

11. SITE ACCESS Client grants or shall obtain for Ambient a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Service Order, it represents that it has obtained the applicable permits and licenses for the proposed Services. If Client does not own the Site, Client represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site. Client acknowledges that due to the nature of some Services unavoidable damage may occur. Client waives its right of recovery for such unavoidable damage, and if Client is not the owner of the Site, Client agrees to indemnify and defend Ambient against any claims by the owner and/or occupant for any such damage.

Unless otherwise specified in the Service Order, Ambient is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to Ambient during Ambient's performance of the Services. Ambient is not responsible for unforeseen conditions that exist on the Site within building systems that prohibit or deter Ambient from gaining access to building materials, systems, and/or components.

12. SITE CONTROL Ambient's testing, observation, or inspection of the work of other parties on a project shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by Ambient's employees does not mean that Ambient is observing or verifying all Site work or placement of all materials. Client agrees that Ambient will only make on-Site observations appropriate to the Services provided by Ambient and will not relieve others of their responsibilities to perform the work.

13. TEST AND SAMPLING LOCATIONS Unless otherwise specified in the Service Order, the accuracy of test or sampling locations and elevations will be commensurate only with pacing and approximate measurements or estimates. The Client should retain the services of a professional surveyor, if greater accuracy is required. Client will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. Ambient reserves the right to deviate a reasonable distance from the boring and sampling locations unless this right is specifically revoked by the Client in writing at the time the diagram is supplied.

14. SAMPLES AND EQUIPMENT Unless otherwise specified in the Service Order or required by law, Ambient will not retain any samples obtained from the Site. At no time does Ambient assume title to the samples; all samples shall remain the property of the Client. Ambient will, however, sign manifests as agent for Client.

All laboratory and field equipment contaminated during Ambient's Services that cannot readily and adequately cleansed of its hazardous contaminants shall become the property and responsibility of the Client. The Client shall purchase all such equipment as an expense of the Services, and it shall be turned over to the Client for proper disposal unless otherwise specified in the Service Order.

15. OPINIONS OF COSTS Ambient may provide estimates of costs for remediation or construction as appropriate based on available data, designs, or recommendations. However, these opinions are intended primarily to provide information on the range of costs and are not intended for use in firm budgeting or negotiation unless specifically agreed to in writing by Ambient.

16. SAFETY Ambient shall not, unless otherwise specified in the Service Order, be responsible for health and safety procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the Site.

17. UTILITIES Unless otherwise specified in the Service Order, it is Client's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the Client owns

and/or operates. Client shall indemnify, defend and hold harmless Ambient from and against any claims, losses or damages incurred or asserted against Ambient related to Client's failure to mark, protect or advise Ambient of underground structures or utilities.

18. ROOF CUTS Unless otherwise specified in the Service Order, if roof cuts/samples are required by the Services, it is the responsibility of the Client to make appropriate repairs. If a roofing contractor or maintenance personnel selected by Client is not on the roof to make repairs at the time samples are obtained, Ambient may make temporary repairs, which may result in additional charges. Ambient personnel are not certified in roofing repair, therefore under no circumstances, shall Ambient be responsible for any water damage to the roofing system, building, or its contents resulting from Ambient's temporary repairs.

19. HAZARDOUS CONDITIONS OR SUBSTANCES The Client acknowledges that Ambient has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. All Site generated hazardous and non-hazardous waste, including used disposable protective gear and equipment, are the property of the Client.

Client agrees to indemnify and hold harmless Ambient against all claims for injury or loss sustained by any party, including the United States, from exposure, release, or the presence of any such hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. This indemnity includes but is not limited to, Ambient acting as Client's agent to sign waste manifests, allegations that Ambient is a handler, generator, operator, treater or storer, transporter or disposer under any federal, state or local, law, regulation or ordinance, and Client's or third party's violation of federal, state or local, law, regulation or ordinance, related to the handling, storage, or disposal of hazardous substances or constituents at/or introduced to the Site, before or after the completion of the Services.

20. RIGHT TO STOP WORK If, during the performance of a Service Order, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in Ambient's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, Ambient may immediately suspend work.

21. AMBIENT AND CLIENT INDEMNIFICATION Ambient shall indemnify and hold harmless Client against claims, demands, and lawsuits, to the extent arising out of or caused by the negligence or willful misconduct of Ambient, in connection with activities conducted in the performance of the Services.

The Client shall indemnify and hold harmless Ambient from and against claims, demands, and lawsuits, to the extent arising out of or caused by the negligence or willful misconduct of the Client or other contractors retained by Client in connection with activities conducted in the performance of the Services.

If a dispute arises between the parties resulting in litigation, the prevailing party shall be entitled to recover all reasonable costs incurred. Client agrees that all indemnifications granted to Ambient shall also be granted to those subcontractors retained by Ambient for the performance of the Services.

22. LIMIT OF LIABILITY Ambient's total liability for all claims or causes of action of any kind including but not limited to negligence, bodily injury or property damage, breach of contract or warranty shall not exceed the amounts recoverable from the insurance limits set forth in this Agreement.

23. CONSEQUENTIAL DAMAGES In no event shall either party be liable to the other party for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether Ambient shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

24. WARRANTY Ambient is not a manufacturer. If any equipment is used or purchased by Ambient for a Service Order the manufacturer's warranties if any on the equipment are solely those of the manufacturer. Ambient makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by Ambient to Client.

25. DOCUMENTS Project-specific documents and data produced by Ambient under this Agreement shall, upon completion of the Service Order become the property of Client upon payment of amounts owed Ambient. Ambient shall have the right, but not the obligation, to retain copies of all such materials.

26. RELIANCE Documents and data produced by Ambient are not intended or represented by Ambient to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared, or for anyone except the Client. Any such unauthorized use will be at the Client's or third party's sole risk.

27. THIRD-PARTY CLAIMS Client agrees to pay Ambient's costs (including reasonable attorney's fees) for defending Ambient against any claims that a third party or a regulatory agency asserts against Ambient related to the Services that were provided to Client. Claims include legal actions by a third party or a regulatory agency that are based upon the discoveries, findings or conclusions disclosed in documents or reports supplied to Client by Ambient.

28. SUBPOENAS The Client is responsible for payment of Ambient's time and expenses resulting from Ambient's response to subpoenas issued by any party, involving any legal or administrative proceeding in which Ambient is not named as a party, in connection with any Services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. Ambient shall not object on Client's behalf to any subpoena, but will make reasonable efforts to cooperate with Client if Client chooses to object.

29. TERMINATION OF CONTRACT This Agreement may be terminated by either party upon seven (7) days written notice provided that any incomplete or unfinished Service Order will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the Client, Ambient shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.

Subject: Geotechnical Consultations for Barn
From: "Fred Dente" <f_dente@dente-engineering.com>
Date: 2/25/2016 12:33 PM
To: <hennessyec@verizon.net>
CC: "'Fred Dente'" <f_dente@dente-engineering.com>

Hi Bill,

Attached are our unit rate and conditions sheets.

I would expect our fee to observe town excavated test pits and prepare a geotechnical recommendations report for the barn relocation location to be less than $1,000.

Thanks and let me know some potential dates for the test pits and we can then pick which would fit into our schedule.

Fred

Dente Engineering, P.C.
594 Broadway
Watervliet, NY 12189
518-266-0310
www.Dente-Engineering.com

— Attachments:

2016 Dente Fee Schedule 2.pdf	88.5 KB
DENTE GENERAL 3-10-2015.pdf	18.4 KB

DENTE ENGINEERING

ALBANY AREA
594 Broadway
Watervliet, NY 12189
Voice 518-266-0310
Fax 518-266-9238

BUFFALO AREA
PO Box 482
Orchard Park, NY 14127
Voice 716-649-9474
Fax 716-648-3521

SERVICE DESCRIPTION	UNIT RATE
Jr. Engineering Technician ACI - Level I & Troxler Certified to perform in place soil density or field concrete tests, pick up and transport samples to our laboratory. (Minimum 2 Hours per site visit - portal to portal) Overtime in excess of 8 Hours per Day, Saturday & Sunday	$39.00 / Hour $57.00 / Hour
Sr. Engineering Technician ACI- Level I/II & Troxler Certified to perform earthwork, reinforcing steel, masonry observation & testing, observe bearing grades, pile driving/drilling, fireproofing, caulking(Minimum 2 Hours per site visit - portal to portal) Overtime in excess of 8 Hours per Day, Saturday & Sunday	$52.00 / Hour $75.00 / Hour
Sr. Engineering Technician to perform Rebound Hammer or Windsor probe testing of concrete in place	$75.00/Hour $15.00/probe
Certified Welding Inspector (AWS) for Visual, MP & UT Testing of Welds Overtime in excess of 8 Hours per Day, Saturday & Sunday	$85.00 / Hour $115.00 / Hour
Sr. Engineering Technician to perform Floor Flatness testing w/ FACE gauge FACE Equipment & Program Cost	$75.00 / Hour $250.00 / day
Electric Coring Equipment and Diamond Wear Charge (Asphalt or Concrete) Calibrated Hydraulic Hollow Ram Jack (0-40 tons)	$125.00/ day $100.00/ day
Geotechnician for drilled shaft observation	$75.00 / Hour
Field Engineer/Geologist	$85.00 / Hour
Sr. Geotechnical Engineer, P.E.	$110.00 / Hour
Principal Engineer, P.E.	$130.00/Hour
Laboratory Services (Soils)	
A. Sieve Analysis ASTM D421/422	$35.00 / Each
B. Sieve Analysis w/ Hydrometer ASTM D421/422	$ 85.00 / Each
C. Standard / Modified Proctor ASTM D 698 / 1557	$105.00 / Each
D. pH of Topsoil ASTM D4972	$12.00 / Each
E. Organic Matter Combustion Method ASTM F 1647	$50.00 / Each
Laboratory Services (Concrete / Masonry)	
A. Curing & Compression Testing of 6 x 12 cylinders. ASTM C39	$9.00 / Each
B. Compression Grout Samples ASTM C1019	$ 25.00/Each
C. Compression Testing of Mortar samples . ASTM C109	$12.00 / Each
Transportation	$0.50/ mile

Our General Conditions form a part of all proposals

GENERAL CONDITIONS of DENTE ENGINEERING, P.C.

A. Definitions: Dente Engineering, P.C., hereinafter referred to as the Consultant. Project work or work means the specific geotechnical and environmental consulting or construction materials consulting, testing or other services to be performed. Client means the person(s), entity or authorized agent for the purposes of ordering the services. Client in accepting or ordering work accepts the Consultant's proposal and these general conditions. Client will transmit a copy of the proposal and the general conditions to each and every third party to which the client transmits any portion of the companies work.

B. Site Access: Client shall provide and arrange access to the site of the work as may be required to perform the work. The Consultant shall take reasonable and customary measures to minimize damage to the property as a result of the performance of the work, however the costs to preserve or restore the site to its former condition have not been included. These services will be provided and charged to the client if client agrees to pay the consultant the costs of them.

C. Services: Services shall be provided by the Consultant in a timely, workmanlike manner consistent with the area and the time the services are provided at the prices and in the manner proposed. Delays or modifications to the proposed scope of services as directed by the client or authorized third parties may result in additional costs payable by the client. No claims will be brought against the Consultant by the client or third parties unless all recommendations provided are followed and tests & inspections offered have been performed. Unless otherwise agreed, all samples will be disposed of upon completion of testing.

The company shall not be responsible for any evaluation or reporting concerning project site health & safety.

D. Client's Duties: Client shall notify the Consultant of any known or suspected hazardous materials, utilities or underground storage tanks at the project site. Unless specifically assumed, the responsibility for locating subsurface utilities, etc. is the client's, who agrees to defend, indemnify and hold harmless the Consultant from all costs, claims, losses and expenses which may result from providing the requested services.

Client will be invoiced on a monthly basis for the services provided and agrees to pay the invoices within thirty (30) days. Client further agrees to pay interest on any past amounts at the rate of 9% per year on a monthly basis. Client agrees to pay all court and attorney fees necessary if the account is delinquent. The company shall not be bound by releases or waiver of rights if any account is past due sixty (60) days or more. If any account for services is past due or if client fails to make payments within the terms proposed, the client shall have granted a release to the company from any and all known or unknown claims in tort, statute or contract.

E. Limitation of Liability: In order for the Client to obtain a lower fee from Consultant, among other benefits, and in order for Consultant to reduce its residual risk created by providing services to Client, Client and Consultant agree that, to the fullest extent permitted by law, Consultant's total aggregate liability to Client is limited to **$1,000,000** for any and all of Clients' injuries, damages, claims, losses, expenses, or claim expenses arising out of the Agreement from any cause or causes. These limitations shall extend to the client as well as to each and every third party to which the client transmits any portion of the companies work and include causes, but are not limited to, Consultant's negligence, errors, omissions, breach of contract, breach of warranty, strict liability, negligent misrepresentation, statutory liability, or other acts giving rise to liability based upon contract, tort, or statute as they may apply respectively. Subject to the above, the company agrees to indemnify and hold harmless the client from claims, suits and expenses arising out of the negligent performance of the companies work. Client shall provide like indemnification to the Consultant. This provision takes precedence over any conflicting provisions of this agreement.

F. Hazardous Materials: The Consultant, by performing these services, does not assume it acquiring the status of an owner, generator, transporter or storer of materials as would be defined in RECRA or other Federal, State or local statutes. Client assumes full responsibility for compliance with these or like statutes.

G. Termination: Either party can terminate this agreement upon 30 days written notification. The Consultant shall be paid for all services provided through the termination date.

H. Agreement: The proposal and this general condition sheet together constitute the entire agreement. In the event any of the provisions are found unenforceable the remaining provisions shall remain in force.

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