

September 25, 2019

PYPS19002A

JO No. 19700

Mr. John Carr, Executive Director-Schools Facilities Management
Yonkers Public Schools
One Larkin Center
Yonkers, New York 10701

Subject: Proposal for Amendment 3 additional funding for Special Inspections and Testing Services required at PS-30 Phase 1 - Project #10732, located at 30 Nevada Place, Yonkers, New York.

Note: This proposal supersedes the previous proposal dated April 12, 2019, PYPS-19002.

Dear Mr. Carr,

Greenman-Pedersen, Inc. (GPI) is pleased to submit this proposal for additional funding for testing and inspection services required at PS-30 Phase 1 - Project #10732, located at 30 Nevada Place, Yonkers, New York.

The following information is provided as attachments to this letter:

- * Attachment I - Scope of Services and Schedule
- * Attachment II - Fee Proposal

If you have any questions, or if further information is required, please do not hesitate to call me at (845) 547-2359.

Very truly yours,

Robert Sagala Jr.

Robert Sagala Jr.

Project Manager – GPI Engineering

Attachments

cc: E. Schneider

Job Book – Proposals 2019

Attachment I

Proposal for additional funding for testing and inspection services required at PS-30 Phase 1 - Project #10732, located at 30 Nevada Place, Yonkers, New York.

General Proposal Information

This proposal is to request an amendment to the existing contract for NYS Building Code required third-party Special Testing and Inspections Services, to be performed during construction, by the procured testing firm "Advance Testing Company, Inc". GPI received a formal proposal for testing services required to complete Phase 1 of the project based on recent and detailed submission of construction schedules and construction sequencing by the awarded site contractor. See the attached proposal from "Advance Testing Company, Inc" dated April 1, 2019.

The initial estimate of \$10,000 for inspection services for Phase 1 was determined and requested prior to any formal proposal for a testing company, due to the lack of any contractor schedule, construction schedule or sequencing of the work to be performed in accordance with the bid documents.

The original assumed amount of \$10,000 has been subtracted from the proposal amount from "Advance Testing Company, Inc", however an additional \$10,000 is requested in this proposal for any unforeseen conditions which will require testing and inspections outside of the submitted "Advance Testing Company, Inc" proposal.

All payments to "Advance Testing Company, Inc" are via invoice reimbursable with no markup from GPI and any remaining amounts will be returned to YPS Board of Education at project substantial completion.

ASSUMPTIONS AND LIMITATIONS

- GPI will invoice YPS as soon as possible, once invoices are received from Advance Testing Company.

Attachment II

Proposal for additional funding for testing and inspection services required at PS-30 Phase 1 - Project #10732, located at 30 Nevada Place, Yonkers, New York.

FEE PROPOSAL

Total fee for the scope of services identified in Attachment I is as per the payment breakdown below:

| | |
|---|--------------------|
| Special Testing and Inspection Services as per Advance Testing Proposal | \$59,657.50 |
| Testing services Sub-total: | \$59,657.50 |
| Less Amendment #2 Fees for Special Inspection Services: | \$10,000 |
| Grand Total: | \$49,657.50 |

Notes:

NA

Accepted By: _____

Date: _____

Yonkers Public Schools.

April 1, 2019

Greenman-Pederson Inc.
80 Wolf Rd.
Albany, NY 12205
Attention: Robert Sagala

Re: Yonkers PS 30 Improvements

Dear Mr. Sagala,

On behalf of Advance Testing, I would like to thank you for giving us the opportunity to submit a proposal for the Yonkers PS 30 Improvements. Advance Testing has been providing construction materials testing and inspection services for over thirty-five years, and our commitment to providing the best service our industry has to offer continues to grow. We look forward to working on this project with Yonkers Public Schools and GPI.

We have been fortunate enough to work on many school projects over the years and hope to assist the construction team on this project as well. Over the years, we have extensive school experience in the region, inclusive of both K-12 and higher education facilities, making our staff familiar with the nuances and considerations associated with working around school schedule and facilities in use. In addition to past experience that includes work at West Point Military Academy, Marist College, Vassar College, Pace University, Mercy College, Middletown Schools, Newburgh Schools, and many others. In the past year we have been providing services at Roy C. Ketcham High School, John Jay High School, and William A. Carter elementary school

I have attached a fee schedule and contract for your review. If you have any questions or would like more information, please do not hesitate to contact me at (845) 496-1600 ext. 282 or email me at sward@advancetesting.com.

Thank you again for considering Advance Testing.

Sincerely,



Sean Ward
Client Services Representative

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Robert Sagala
Greenman-Pederson, Inc.
April 1, 2019

Yonkers PS 30 Improvements
Proposal #P19_0239_RevB

FEE SCHEDULE

| Technician Type*: | Half Day Rate | Full Day Rate |
|---|---------------|---------------|
| Soil & Concrete** Technician | \$ 475.00 | \$ 655.00 |
| Reinforcing Steel & Masonry Inspector | \$ 525.00 | \$ 735.00 |
| Bearing Capacity Inspector | \$ 600.00 | \$ 855.00 |
| Structural Steel (Visual, Magnetic Particle, Dye Penetrant) & Bolting Inspector | \$ 650.00 | \$ 935.00 |
| Cold Form Metal Framing Inspector | \$ 650.00 | \$ 935.00 |
| Energy Code Compliance Inspector | \$ 690.00 | \$ 1,065.00 |
| Firestopping Inspector | \$ 525.00 | \$ 735.00 |

***Technician Notes:**

- Rate is per each inspector, Monday-Friday. Half day rate includes travel time, mileage, and up to four hours of time on site. Full day rate includes travel time, mileage, and up to eight hours of time on site. Overtime, Saturday, and Sunday rates will be charged at 1.5 times the regular hourly rate. Any necessary travel/hotel expenses will be billed to client at cost. Please call Advance Testing for all contracted inspection services 24 hours in advance.

****Concrete Notes:**

- In accordance with ACI 318-11 and ACI 301-10, Building Code Requirements for Structural Concrete, Advance Testing copies the concrete supplier on all concrete compressive strength results. If you would prefer that Advance Testing not send these results to the supplier, please inform Advance Testing of this preference in writing prior to the start of the project.
- Concrete cylinders are required to be picked up from the project site within 48 hours of being cast. Advance Testing will follow this procedure and pick up any cylinders cast within 48 hours, unless otherwise requested not to do so in writing. Cylinder pick-ups are invoiced at the noted sample pick-up rates as shown on the Fee Schedule.
- Except as otherwise required by the project specifications, Advance Testing will cast one set of cylinders per 50 yards³ of concrete placed.
- Advance Testing is not responsible for the mix design or for the QC/QA at the producer unless expressly set forth in Advance Testing's Scope of Work annexed hereto; or for the supplier or contractor's failure to comply with the design, the drawings and specifications, or applicable codes and standards; or for the contractor's means and methods of construction.
- This Fee Schedule is subject to the terms and conditions of the annexed Service Agreement, which is incorporated as if set forth fully herein.

Advance Testing's rates are inclusive of all management oversight, technical support, travel time and mileage, reporting/report review, and expedited lab testing. We truly want to be a part of the project team!

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Robert Sagala
Greenman-Pederson, Inc.
April 1, 2019

Yonkers PS 30 Improvements
Proposal #P19_0239_RevB

FEE SCHEDULE

| Sample Pick-up: | Per Trip |
|---|-----------|
| Sample Pick-up Charges (<i>as needed</i>) | \$ 190.00 |

| Equipment: | Per Day |
|-----------------------|----------|
| Nuclear Density Gauge | \$ 80.00 |

| Laboratory Testing: | Price Per Test |
|---|----------------|
| Soil Gradation Analysis | \$50.00 |
| Wash Sieve Analysis | \$35.00 |
| Full Standard or Modified Proctor Test for Soils (min. of 4 points) | \$175.00 |
| Direct Shear Test (ASTM D3080) | \$690.00 |
| Compressive Strength of Advance Testing-cast Concrete Cylinders | \$14.75 |

**To indicate acceptance of this fee schedule for the above-mentioned project,
Please return a signed copy to our office via email or fax at your earliest convenience.**

Payment Terms: Advance Testing Company will prepare a bi-weekly bill which will set forth services rendered and other charges. Advance Testing requests invoices are paid within 30 -60 days following receipt, however payment will be accepted up to 90 days after receipt without penalty.

For the initial duration of this agreement, a budgetary allowance of \$10,000 will be designated for testing and special inspections. An estimated total for the special inspections and testing involved with Phase I will be submitted for approval, after which funding for the balance of the estimated services shall be made available to bill against. Please note that the use of a cost estimate is not a guarantee that the services will be completed for that amount. Client understands and agrees that the actual number of inspections or tests performed may differ from the number identified in the cost estimate due to unforeseen circumstances, changes in scope or construction schedule, the specific means and methods employed by contractor and other factor beyond the reasonable control of Advance Testing.

Respectfully submitted by: Sean Ward

Proposal Accepted and Work Authorized for: Greenman-Pederson, Inc.

Signature/Date

Name

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

**Robert Sagala
Greenman-Pederson, Inc.
April 1, 2019**

**Yonkers PS 30 Improvements
Proposal #P19_0239_RevB**

Project Estimate

| Soil Testing | Unit | Unit Cost | Unit Qty | Total |
|--|----------|-----------|----------|---------------------|
| Soil Compaction Technician | Full Day | \$ 655.00 | 20 | \$ 13,100.00 |
| Bearing Compaction Technician | Half Day | \$ 600.00 | 9 | \$ 5,400.00 |
| Soil Gradation, including #200 Wash Sieve Analysis | Per Test | \$ 85.00 | 5 | \$ 425.00 |
| Optimum Moisture-Maximum Density Test (Proctor) | Per Test | \$ 190.00 | 5 | \$ 950.00 |
| Nuclear Density Gauge | Per Day | \$ 80.00 | 20 | \$ 1,600.00 |
| Sample Pick-Up | Per Trip | \$ 190.00 | 5 | \$ 950.00 |
| Total Estimated Value: | | | | \$ 22,425.00 |

| Concrete Testing | Unit | Unit Cost | Unit Qty | Total |
|--|----------|-----------|----------|---------------------|
| Concrete Testing Technician | Half day | \$ 475.00 | 50 | \$ 23,750.00 |
| Compressive Strength of Concrete Cylinders | Per Test | \$ 14.75 | 270 | \$ 3,982.50 |
| Cylinder Pick-Up | Per Trip | \$ 190.00 | 50 | \$ 9,500.00 |
| Total Estimated Value: | | | | \$ 37,232.50 |

Total Estimated Value:..... \$ 59,657.50

Please note there are no additional per test, management oversight or travel/sample pick-up costs associated with our fees.

Advance Testing will endeavor to perform the inspection and testing services defined in this cost proposal within the costs and estimated fees provided herein. However, the use of a cost estimate is not a guarantee that the services will be completed for that amount. Client understands and agrees that the actual number of inspections or tests performed may differ from the number identified in the cost estimate/proposal because of unforeseen circumstances, changes in scope or construction schedule, the specific means and methods employed by contractor and other factor beyond the reasonable control of Advance Testing. Advance Testing will perform the number of inspections/tests necessary to allow the provision of our professional opinion whether or not construction is proceeding in compliance with approved construction documents and standards, and client agrees to pay Advance Testing for all such inspections/tests performed at the rates set forth herein.

Robert Sagala
Greenman-Pederson, Inc.
April 1, 2019

Yonkers PS 30 Improvements
Proposal #P19_0239_RevB

SERVICE AGREEMENT

This Agreement was made as of **April 1, 2019** by and between ADVANCE TESTING COMPANY, INC., which is a Delaware corporation with principal offices located at 3348 Route 208, Campbell Hall, NY (Hereinafter called "ADVANCE"), and **Greenman-Pederson, Inc.** (Hereinafter called "CLIENT"). CLIENT'S project is **Yonkers PS 30 Improvements** (Hereinafter called "PROJECT").

The CLIENT and ADVANCE, for mutual considerations hereinafter set forth, agree as follows:

1. **SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE:** As per attached Proposal dated **April 1, 2019**.
2. **COMPENSATION:** In consideration of the services rendered, the CLIENT agrees to pay ADVANCE as per attached Fee Schedule to the extent ADVANCE performs the services requested.
3. **COMMENCEMENT OF SERVICES:** ADVANCE shall not begin work until ADVANCE has received a fully executed AGREEMENT; and an advance payment of \$ ___ N/A ___.
4. **PAYMENT TERMS:** ADVANCE will prepare a bi-weekly bill which will set forth services rendered and other charges. The amount is due upon receipt of the bill. Advance Testing requests invoices are paid within 30 -60 days following receipt, however payment will be accepted up to 90 days after receipt without penalty. Whenever the amount is past due more than ninety (90) days after bill mailing, ADVANCE may suspend any further work or document delivery called for by this AGREEMENT until such account is made current. The fact that ADVANCE may continue to work beyond the time during which it may have suspended the work shall not be deemed to be a waiver of its rights hereunder. The CLIENT shall be responsible and shall pay ADVANCE for all costs, including attorney's fees, incurred as a result of the collection of any overdue balances. Any advance payment shall be applied to the last charges on the project.
5. **INSURANCE AND LIMITATIONS:** ADVANCE will maintain statutory workman's compensation insurance, and auto liability insurance to the extent required by law; and general liability insurance as may be reasonably available in the insurance market.
 - a. ADVANCE'S liability for damages resulting from Professional Services errors and omissions shall be limited to a sum not to exceed \$5,000.00 or ADVANCE'S fee, whichever is greater.
 - b. In the event the CLIENT makes a claim in litigation against ADVANCE under the provisions of this AGREEMENT and the CLIENT fails to prove such claim, then the CLIENT shall pay all reasonable charges for ADVANCE'S work, and all costs and expense incurred by ADVANCE in defending itself against the claim, including reasonable attorney fees.
6. ADVANCE shall have the right to declare this AGREEMENT null and void if not executed and returned to ADVANCE by the CLIENT within 30 days.
7. The unit rates in this proposal are based upon the work being performed during regular daytime shifts, Monday through Friday.
8. An automatic increase of 4% will be added at the end of each year.
9. Management time will be billed at \$ 95.00 per hour (minimum 4 hour charge/meeting) for attendance at jobsite meetings, if we are requested to be there by the CLIENT.
10. If overtime, weekend, 2nd or 3rd shift, and/or holiday work is required, the following rates will apply:
 - a. Monday-Friday: 1.5 times the hourly rate
 - b. Saturday: 1.5 times the regular hourly rate for the first eight hours and 2.0 times the hourly rate thereafter
 - c. Sunday and Holidays: 2.0 times the regular hourly rate for the first 8 hours and 2.5 times the hourly rate thereafter

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

**Robert Sagala
Greenman-Pederson, Inc.
April 1, 2019**

**Yonkers PS 30 Improvements
Proposal #P19_0239_RevB**

11. A cancellation charge, equal to half-day unit rate (4 hour minimum), will be charged if the scheduled ADVANCE personnel are en route to jobsite, provided and are not utilized, or cannot perform their work because of weather conditions, site conditions, and/or forces beyond their control.
12. Weekend and holiday cancellation charge will be billed at the applicable full-day rate.
13. Parking fees will be charged separately at cost.
14. Reimbursable expenses shall include transportation and per diem expense for out-of-town work, special delivery services, and unusual reproduction expenses.
15. CLIENT is responsible for notifying ADVANCE of all contracted requested controlled testing and inspection services at least 24 hours prior to the date such services are required, as well as for re-inspection of all non-conforming items.
16. ADVANCE reserves the right to adjust the rates quoted herein if this agreement is not approved and returned by the CLIENT within 30 days.
17. The rates used in this proposal are valid for one (1) year from date of issuance.
18. Professional Engineering services will be invoiced at \$ 125.00 per hour subject to adjustment as provided herein.
19. Free and clear access to the work must be provided to ADVANCE personnel by the CLIENT. The CLIENT represents that it has the full legal right, as an owner, tenant, contractor or representative of such party to engage ADVANCE for the services requested and to provide ADVANCE legal access to the premises in order to perform the services, and shall indemnify and hold harmless ADVANCE and its employees against all claims, loss, injury and damage including without limitation ADVANCE'S reasonable legal fees and costs in the event such representation is not true.
20. CLIENT agrees that a scanned and electronically stored version of this document may be employed for all purposes, and shall be admissible in any legal proceeding as if it were an original.
21. ADVANCE shall not be responsible for continuous or exhaustive inspection or testing, it being understood that ADVANCE shall conduct such inspections and testing in accordance with prevailing industry standards.
22. No party other than the CLIENT shall be entitled to rely or claim reliance on services performed by ADVANCE hereunder.
23. This document embodies the complete integration of the parties' agreement and all prior representations, promises and conditions are merged herein. This agreement may not be changed or modified except in a writing signed by both parties.

This AGREEMENT is effective on the last signed date.

Greenman-Pederson, Inc.
80 Wolf Rd.
Albany, NY 12205

ADVANCE TESTING COMPANY, INC.
3348 Route 208
Campbell Hall, NY 10916

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: James P. Smith, Jr.
TITLE: President
DATE: _____