

Region: 2
Location: NY013
CSS #: 33329
Maximo Work Order No.: 18682
Asset #: NA
Date Issued: 07/19/2022

During WO 15546 it was discovered that the drain pipe for the Lift Station has collapsed and requires excavation and repairs.

Repairs Needed:

Labor and material to a.) Excavate, removal and disposal of existing 4" pvc sanitary line from b.) Manhole located by the fence in the rear of the building to the manhole in the front lawn of the building. c.) Approximately 300' supply and install Approximately 300' of 4" Pvc pipe and fittings d.) Pressure test new pipe and fittings Stone, backfill and blacktop paved areas that were disturbed e.) Backfill with spoils, topsoil, seed and mulch areas grass areas that were disturbed

RS Means Line Buildup and Labor Summary (Data Version 2017, Q4):

Quantity	Line Item Number	Description	Labor Hours	Labor Rate/Hr	Materials	Equipment	Total
--	NA	Materials (See detail attached)			\$41,573.00	--	\$41,573.00
--	NA	Hyde Stone Mechanical Contractors Labor		\$11,200.00	--	--	\$11,200.00
--	NA	TW Labor	60	\$80.00	--	--	\$4,800.00

Estimate Summary:

Labor Hours	Labor Cost	Material Cost	Equipment	Total Cost	CE Factor	Total Estimate
--	\$16,000.00	\$41,573.00		\$57,573.00	90%	\$51,815.70



PROPOSAL

Date: 9/12/2022

Project: Sewer replacement

Owner: US Army

Attn: Patrick Brown

In regard to the above-mentioned location, we are pleased to offer a price based on the following scope of work. If you would like to accept this proposal, please sign below, and return to me.

- Excavation, removal and disposal of existing 4" pvc sanitary line from Manhole located by the fence in the rear of the building to the manhole in the front lawn of the building.
Approximately 300'
- Supply and install Approximately 300' of 4" Pvc pipe and fittings
- Pressure test new pipe and fittings
- Stone, backfill and blacktop paved areas that were disturbed
- Backfill with spoils, topsoil, seed and mulch areas grass areas that were disturbed

Subcontractor labor-----	\$12,754.00
Equipment-----	\$8500.00
Mobilization and demobilization-----	\$3654.00
Backfill-----	\$4365.00
Topsoil seed mulch-----	\$1533.00
Blacktop-----	\$3700.00
Piping material-----	\$7067.00
Piping labor-----	\$11,200.00
Total cost-----	\$52,773.00

This price is good for 10 days

If there are any questions or if I can be of any further assistance, please feel free to contact me.

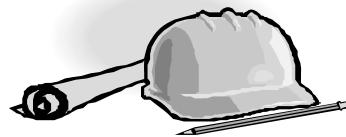
Exclusions:

No premium time
No permits

Thank you for your time and consideration.

Respectfully,

Patrick J O'Neil
Project Manager



Quality by Design

Hyde-Stone Mechanical

TERMS AND CONDITIONS

- 1.** US ARMY shall permit Hyde-Stone free and timely access to areas and equipment and allow Hyde-Stone to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Hyde-Stone's normal working hours.

- 2.** Hyde-Stone warrants that the workmanship hereunder shall be free from defects for three hundred and sixty-five (365) days from date of installation. If any replacement part or item of equipment proves defective, Hyde-Stone will extend to US ARMY the benefits of any warranty Hyde-Stone has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at US ARMY expenses and at the rates then in effect.

- 3.** US ARMY will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Hyde-Stone may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.

- 4.** US ARMY shall be responsible for all taxes applicable to the services and/or materials hereunder.

5. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at Hyde-Stone Service's rates then in effect) over the sum stated in this Agreement.
6. In the event Hyde-Stone must commence legal action in order to recover any amount payable under this Agreement, US ARMY shall pay Hyde-Stone all court costs and attorneys' fees incurred by Hyde-Stone.
7. Any legal action against the Hyde-Stone relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
8. Hyde-Stone shall not be liable for any delay, loss, damage, or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Hyde-Stone's Service's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
9. To the fullest extent permitted by law, US ARMY shall indemnify and hold harmless Hyde-Stone, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of US ARMY , anyone directly or indirectly employed by US ARMY anyone for whose acts US ARMY may be liable, regardless of whether it is caused in part by the negligence of Hyde-Stone.
10. US ARMY shall make available to Hyde-Stone's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
11. Hyde-Stone's obligation under this proposal and any subsequent contract does not include the identification, abatement, or removal of asbestos or any other toxic or hazardous substances, hazardous wastes, or hazardous materials. In the event such substances, wastes or materials are encountered, Hyde-Stone's sole obligation will be to notify the Owner of their existence. Hyde-Stone shall have the right thereafter to suspend its work until such substances; wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
12. Hyde-Stone's design is based on published ASHRAE 62-1999 or applicable local code ventilation regulations and does not purport to address health effects attributed to

smoking.

13. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL HYDE-STONE BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF US ARMY
14. TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

AUTHORIZATION TO PROCEED

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this Agreement as of the date first set forth above.

HYDE-STONE

By: _____

Its: _____

Date: _____

«Company»

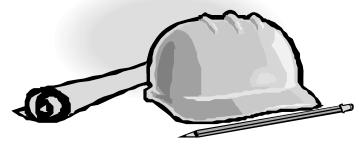
By: _____

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Its: _____

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Date: _____



Quality by Design

Hyde-Stone Mechanical

