

**VILLAGE OF PORT CHESTER
BOARD OF TRUSTEES
Meeting, Thursday, March 27, 2014
Special Meeting: 6:00 P.M.
VILLAGE HALL CONFERENCE ROOM
222 Grace Church Street
Port Chester, New York
AGENDA**

TIME: 6:00 P.M.

V	RESOLUTIONS	ACTION
	Administration	
1	Establishing schedule for Public Hearing, Workshops and tentative adoption date of Fiscal Year 2014-2015 Budget.	
2	Awarding bid for asbestos abatement at the Port Chester Police Department/Justice Court Facility.	

TIME: _____

RESOLUTIONS

ESTABLISHING SCHEDULE FOR PUBLIC HEARING, WORKSHOPS AND
TENTATIVE ADOPTION DATE OF FISCAL YEAR 2014-2015 BUDGET

On motion of TRUSTEE _____, seconded by TRUSTEE _____, the following
resolution was adopted by the Board of Trustees of the Village of Port Chester, New
York:

WHEREAS, pursuant to Section 5-508 of the Village Law, a Tentative Budget
showing the revenue and expenditures for the fiscal year 2014-2015 of the Village of Port
Chester, commencing June 1, 2014, was filed by the Village Manager with the Village
Clerk and thereupon presented to the Board of Trustees; and

WHEREAS the Board desires to set a public hearing within the earliest possible
time so as to fully obtain public input; and

WHEREAS, the Board seeks to thereafter hold public workshops dedicated to the
in-depth review of the individual budgets of the Village departments and the Port
Chester-Rye Brook Public Library; and

WHEREAS, the Board wishes to conclude the budget process with a tentative
adoption date prior to the May 1, 2014 deadline imposed by Section 5-508. Now
therefore be it

RESOLVED that the Board of Trustees hereby sets a public hearing on April 7,
2014 at 7:00 p.m. at the Justice Court Courtroom, 2nd Floor, 350 North Main Street, Port
Chester, New York, for the purpose of considering and discussing the Tentative Budget
for the Fiscal Year 2014-2015; and be it further

RESOLVED, that public workshops be held as needed on April 8, 2014, April 15,
2014 and April 22, 2014, at 6:00 p.m. at Village Hall, 1st Floor Conference Room, 222
Grace Church Street Port Chester, New York; and be it further

RESOLVED, that the Board has the present intention of adopting the Fiscal Year
2014-2015 Budget at a meeting on April 28, 2014 at the said Justice Court Courtroom.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

AWARDING BID FOR ASBESTOS ABATEMENT AT THE PORT CHESTER
POLICE DEPARTMENT/JUSTICE COURT FACILITY

On motion of TRUSTEE _____, seconded by TRUSTEE _____, the following resolution was adopted by the Board of Trustees of the Village of Port Chester, New York:

WHEREAS, prior to necessary corrective construction work at the Police Department/Justice Court facility, asbestos was found that must be abated; and

WHEREAS, three quotes were obtained from vendors; and

WHEREAS, the Village Manager recommends that the bid of Asbestos Corporation of America be accepted so that the construction may start in a timely manner. Now, therefore, be it

RESOLVED, that the Village Manager be authorized to enter into an agreement with Asbestos Corporation of America, 791 Nepperhan Avenue, Yonkers, New York to perform asbestos abatement in accordance with its proposal dated March 12, 2014, compensation in the amount of \$21,800, and be it further

RESOLVED, that appropriation for such expense shall be from Capital Project "Police Building Improvements" 5.3120.400.2013.126.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:



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ASBESTOS CORPORATION OF AMERICA

March 12, 2014
Via E-Mail
slarocca@larocccagreene.com
pmiley@portchesterny.com

To: Mr. Steven La Rocca
La Rocca Greene Architects, LLC
22 Purchase Street
Rye, New York 10580

From: Mr. Patrick Fitzgerald
Asbestos Corporation of America
791 Nepperhan Avenue
Yonkers, New York 10703-2012

Subject: Proposal for asbestos abatement services to be rendered at the Village of Port Chester, Police and Court Building- North Wing, 350 North Main Street, Port Chester, New York 10573.

Site

Visit: March 11, 2014
Peter Miley - Village of Port Chester
Patrick Fitzgerald - Asbestos Corporation of America

Information

Supplied: Limited Asbestos Survey prepared by Niche Analysis, Inc., dated February 12, 2014 and Request for Proposal and Abatement Scope Plan, dated March 5, 2014, prepared by La Rocca Greene Architects, detailing the materials to be abated and locations of work.

SCOPE OF WORK

The scope of work for this project is the removal of the following asbestos-containing materials, as detailed at the Site Visit and in the Information Supplied:

- Window sealant from (7) Windows. (Windows to be removed from inside.)
- 60 linear feet of pipe insulation from (6) fixture locations, 6' at Water Lines and 4' at Shower.

*Please allow (3) consecutive weeknights for work.

The procedures to be utilized will be in accordance with New York State Department of Labor and OSHA Regulations.

Our price for the removal stated above is: \$15,300.00

Owner Compliance Air Monitoring: \$ 2,500.00

Estimate to be paid to Niche Analysis directly.

- Continued on Next Page -

THE ENVIRONMENTAL COMPANY™
791 NEPPERHAN AVENUE, YONKERS, N.Y. PHONE (914) 965 - 5829 FAX (914) 965 - 7597

Alternate No. 1 (Return Trip)

Removal of asbestos-containing tar on CMU Wall, located at new Doorway, at Front Entrance.

Our price for Alternate No. 1: \$ 3,200.00

Owner Compliance Air Monitoring: \$ 800.00

QUALIFICATIONS

- Our price includes all labor, materials, equipment, supervision, and project management.
- Our price is based on quantities and locations as per specifications provided.
- Please allow ample time for filing of notifications and variances with regulatory agencies. Only a 3 Day Building Posting is required for this project.
- Our price is based on the work area being vacant during the removal.
- Access to work areas work areas will be restricted to ACA employees for the duration of the project.
- ACA will not be responsible for damage to surfaces which may occur from tape, glue, or staples used to secure plastic to walls or demolition to expose/ remove asbestos-containing material.
- Exterior work will be performed as weather permits.
- All temporary weather protection is to be provided by others.

OWNER RESPONSIBILITES

- Owner is to provide access to water and electric.
- Owner is to provide access to water supply with a ¾" hose connection for our decontamination unit.
- All moveable objects are to be cleared from work areas by others prior to ACA arriving on site.
- Please allow three consecutive weeknights to perform work.
- Owner to provide location to exhaust negative air machines to outside of building. This opening should be 15' away from building air intakes and must remain continuously open for the duration of the project as per NYS DOL Code Rule 56-7.8.
- Alternate No. 1 is to be paid directly to the Air Monitor.

EXCLUSIONS

- Overtime. (weekend.)

This scope of work is being supplied to facilitate your renovations, therefore, we will provide under separate cover a Capital Improvement Certificate, which must be completed and returned prior to abatement commencement. Asbestos Corporation of America carries \$11 million true occurrence asbestos liability insurance, however, ACA must be informed of all additional insureds in writing prior to the start of the project. Additional insured status will only be afforded under written contract for those parties listed in this document below. This policy provides completed-operations coverage and is written by Starr Indemnity and Liability Company. Starr Indemnity and Liability Company is rated A, X "Excellent" by A.M. Best. ACA has never had an asbestos liability claim made since its founding in 1984. Additional insurance can be provided at an additional cost to the owner.

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Mr. Steven La Rocca
March 12, 2014

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their 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 the work, provided that any such claims, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefore, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation of the indemnity which would otherwise exist as to any party or person described in this Contract.

Should you accept this proposal, please complete the information below, and fax to our office at (914) 965-7597. Once this signed proposal has been received by our office, the above-mentioned insurance will be placed into effect.

Owner:	_____	Contractor:	<u>Asbestos Corp. of America</u>
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	<u>Patrick Fitzgerald</u>
Title:	_____	Title:	<u>President</u>
Date:	_____	Date:	_____
Additional Insured's:	_____		

We appreciate the opportunity to present this proposal to you and hope that we may be of assistance in the near future. Should you have any questions, please feel free to call.

Very truly yours,



Patrick Fitzgerald

PF/mm

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ENVIRONMENTAL MAINTENANCE CONTRACTORS, INC.

Environmental Consulting and Remedial / Abatement Services

March 10, 2014

Village of Port Chester
Department of Public Works
c/o Mr. Steve La Rocca, AIA, LEED AP
La Rocca Greene Architects LLC
22 Purchase Street
Rye, NY 105980

Phone: 914-967-3434 Fax: 914-967-3376
Email: slarocca@laroccagreene.com

Re: Environmental Services @ the Police & Court Clerk Offices, Port Chester, NY - Abatement

Environmental Maintenance Contractors, Inc. (EMC) is pleased to provide this proposal to perform the above referenced services. The project involves the removal and disposal of all asbestos-containing materials as detailed on the drawing "Abatement Scope Drawing, dated 3/15/14 Floor and Section - Drawing A1" by La Rocca Greene Architects. A separate pricing is also provided for the minor abatement of ACM Tar on the CMU wall. All work will be performed in accordance with all applicable Federal, State, Local and client/owner requirements.

Fee Schedule:

- ❖ Abatement of ACM Pipe Insulations and Caulking as per "Abatement Scope Drawing, dated 3/15/14 Floor and Section - Drawing A1" by La Rocca Greene Architects Environmental, lump sum: **\$17,300**

- ❖ Minor abatement of ACM Tar on the CMU wall as per "Abatement Scope Drawing, dated 3/15/14 Floor and Section - Drawing A1" by La Rocca Greene Architects Environmental, lump sum: **\$1,950**

Total Estimate: \$19,250

Terms and Conditions:

Price based on prevailing rate. Safe access shall be readily available to the work areas and all materials being removed. A cancellation charge of 3/4 the daily unit rate will be charged if the scheduled EMC personnel are provided and are not utilized or cannot perform their work because of site conditions, and/or forces beyond their control. All movable objects/items, furniture, shelving, etc. shall be removed by Client/Owner prior to mobilization by EMC. Client/Owner responsible for isolating work area(s) and work site/building from public access including any necessary security measures – no unauthorized access within 25 feet of the EMC work area(s). **Third Party Project Monitor/Air Monitoring services (as required) to be provided by client/owner;** Client/Owner shall provide for the lockout of electric to all work areas including hook up and disconnect of GFI electric panel unit(s), as required. Electric and water to be provided by the client/owner; **Payment Schedule: 50% prior to start of work and remaining upon completion of work;** In any suit brought to collect fees due under this agreement, the client agrees to pay all of EMC's collection costs, including any reasonable attorney's fees. The client agrees to indemnify, exonerate, and hold harmless EMC against the risk of loss, damage, or expense, by reason of suits, claims, demands, judgments, and causes of action for personal injury, death, or property damage arising out of or in any way in consequence of the performance of all work undertaken by EMC, except that in no instance shall the client be held responsible for any liability claim, demand, or cause of action attributable solely to the negligence of EMC. Price based on non-union labor. Price does not include any reinstallation or re-insulation services. EMC shall not be held responsible for any liquid (including but not limited to water, foam/amended water, mastic remover, etc.) intrusion damages that may occur within and outside EMC's abatement work area(s) during or after abatement activities. EMC shall not be responsible for any piping that may break or leak as a result of the abatement activities. Client/owner shall have a plumber available for any repair work that may be required. Applicable sales tax is excluded as certificate of capital improvement or tax exemption may apply.

Should you have any questions or require additional information please do not hesitate to contact us.

Agreed and Accepted.

Signature _____ Date _____

Sincerely,

Environmental Maintenance Contractors, Inc.
Richard Stumbo, President

INSAREN INC.



HAZARDOUS MATERIALS ABATEMENT PROFESSIONALS
185 DEVOE AVENUE, YONKERS N.Y. 10705
TEL: 914-774-3258, FAX: 914-457-8835
LIC# NY-29984 email: insaren@hotmail.com
Www: insareninc.com

March 9, 2014

TO: La Rocca Greene Architects, LLC.
RE: Alternation to Village of Port Chester Police and Court Building North Wing
350 North Main Street, Port Chester NY 10573

Thank you for opportunity to price this project for you.

The asbestos abatement quote is based on the Public Work Privilege Wages Labor and includes:

1. Abatement of exterior ACM caulking from 8 windows approx. 102 LF
2. Abatement of pipe insulation inside wet walls with demolition – 4 location / 40 LF/
3. Abatement of tar on CMU wall – 1 location / 10 SF/

Price:

Total quote for ACM abatement from above areas is \$ 18,000.00

The price is for weekday's regular hours.

For weekends overtime hours \$ 3,000 needs to be added.

Price for wall tar abatement is \$ 2,000.00

Filing Fees to NYS DOL and EPA Notifications is \$ 0.00.

This project does not require filing of Variances.

Work should be preceded by the 10 day's Building Occupants Notification.

Submittals are approx. 1-2 days.

Air Monitoring:

Third Party Air Monitoring can be provided by Ade Cool Water Environmental NYS License # 29999.

The company is charging \$ 600 for each shift with samplings.

Scheduling:

The work is anticipating being last continuously 2 days/shifts.

First day the Decontamination Unit(s) will be constructing for each friable material abatement, preparation and removal of pipes insulation will be performing. Second day when results came from final tests the tents enclosure will be dismantling and window caulking will be abated and area will be demobilized.

Licensing and insurance:

Our company holds Asbestos Abatement License since 2002. /see attached/
The insurance is provided upon request and includes GL - for \$ 2,000,000
Auto for \$ 1,000,000 and WC for \$ 1,000,000. Coverage.

Sincerely,

***For Insaren, Inc.
Marek Maj***