

CONFIDENTIAL

TO: RJSCB Members
FROM: Thomas Rogér
DATE: August 27, 2014
RE: Agreement Amendment Recommendations

SUBJ.: OSO, Inc. Agreement, dated June 28, 2013
Fourth Amendment
Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services

Fourth Amendment to the Agreement between the RJSCB and OSO, Inc. for Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services for the Rochester Schools Modernization Program is submitted to the Board for consideration and approval. This modification to the agreement is to provide the following:

Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services for School 12. Gilbane/Savin has reviewed the contract for Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services. We have met with them to discuss their service to date and provide the following for your consideration with regard to the above captioned project.

We believe that producing an RFP for this service will not result in any foreseeable savings to the project. Further there is a need to have the environmental monitoring firm on board quickly to align with the start of the project. We have conferred with HSE and have been informed that that OSO's current contract explicitly permits the RJSCB to extend the contract of OSO to include additional school projects.

We provide the following in support of our recommendation:

- These services have bid twice before and the firm was awarded this work both times.
- Their work has been satisfactory.
- Rates have been negotiated and OSO has confirmed they will honor current rates as listed in the Agreement.
- The contract values have been set by the RSMP based on previous project comparisons.

We have met with the firm to discuss lessons learned and they agree to incorporate additional scope to include:

- Hold a preconstruction meeting to review Submittals, Licenses and Certifications of the remediation company employees;
- Protocol for an inspection;
- Protocol for Time & Material documentation;
- Daily report log;
- Timely issuance of inspection reports.

The services will be provided for the duration of the project currently scheduled to begin on or about October of 2014 and will complete on or about August of 2016.

The value of this amendment is not to exceed \$85,000.

Therefore it is our recommendation that the Rochester Joint Schools Construction Board extend their contract with OSO for the project identified above. We look forward to the Board accepting our recommendation.

Amendment Summary

Item	Amount	Cumulative Contract Value
Base Contract Amount	\$380,000.00	\$380,000.00
Amendment One	\$0.00	\$380,000.00
Amendment Two	\$77,355.47	\$457,355.47
Amendment Three	\$16,021.50	\$473,376.97
Proposed Amendment Four	\$85,000.00	\$558,376.97

**FOURTH AMENDMENT TO AGREEMENT
FOR CONSULTANT SERVICES DATED JUNE 28, 2013
BY AND BETWEEN THE ROCHESTER JOINT SCHOOLS CONSTRUCTION
BOARD (“BOARD”) AND OSO, INC. (“CONSULTANT”)**

B14-OSO-004

FOURTH AMENDMENT (“Amendment”) dated as of the _____ day of _____, 2014, by and between the Rochester Joint School Construction Board located at 1776 North Clinton Avenue, Rochester, New York 14621 (“Board”) and OSO, Inc., located at 145 Lake Avenue, Rochester, New York 14608 (“Consultant”).

WHEREAS, the Board and the Consultant entered into an agreement dated June 28, 2013 (“Agreement”) and First, Second, and Third Amendments for the provision of Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services in connection with the Rochester Schools Modernization Program (“Project”); and

NOW THEREFORE, the parties hereto do hereby agree as follows:

1. Additional Services: In exchange for the additional compensation described below, the Consultant agrees to provide the additional services set forth on Exhibit “A” and Exhibit “B” attached to this Amendment and incorporated by reference.
2. Additional Compensation: In exchange for the additional services to be provided by the Consultant, the Owner agrees to pay the Consultant an amount not to exceed Eighty-Five Thousand Dollars and Zero Cents (\$85,000.00). The Consultant acknowledges, agrees and confirms that the Consultant shall not be entitled to any compensation for additional services in excess of the additional compensation referenced herein.
3. Not to Exceed: The additional compensation result in an increase of the original Contract value from Four Hundred Seventy-Three Thousand Three Hundred Seventy-Six Dollars and Ninety-Seven Cents (\$473,376.97) to an amount not to exceed Five Hundred Fifty-Eight Thousand Three Hundred Seventy-Six Dollars and Ninety-Seven Cents (\$558,376.97).
4. No Waiver: Except as specifically described in this Amendment, nothing in this Amendment shall be construed as a waiver by the Board of any of the provisions of the Agreement.
5. Effectiveness: On and after the date hereof, each reference in the Agreement to “the Agreement,” “this Agreement”, “hereunder,” “hereof,” “herein,” or words of like import shall mean and be in reference to the Agreement as amended by this Amendment.

6. Survival: Except as otherwise amended by this Amendment, the Agreement shall remain in full force and effect. The Consultant and the Board hereby approve this Amendment and ratify and confirm the remaining provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed three (3) counterparts of this Amendment as of the day and year first above written.

WITNESS

Rochester Joint School Construction Board

Tom Richards
Chair, RJSCB

WITNESS

Duly Authorized
OSO, Inc.

Approved as to Form and Correctness

Peter Abdella
RJSCB Counsel

Environmental Project Monitoring and Indoor Air Quality Monitoring / Sampling Services

OSO, Inc.

Phase 1b

Exhibit A

OSO, Inc. Agreement	Date			Value	
	6/28/2013			\$380,000.00	
Amendment	Item No.	Contractor	Item	Trade Contract Bids	Cumulative Contract Value
Amendment 1	1	OSO, Inc.	School 5 - Additional rates list for additional work as needed.	\$0.00	
				Amendment 1 Total:	\$0.00
Amendment 2	1	OSO, Inc.	Additional environmental monitoring services at School 5.	\$38,043.00	
	2	OSO, Inc.	Additional environmental monitoring services at School 28.	\$8,410.00	
	3	OSO, Inc.	Additional environmental monitoring services at Edison.	\$40,902.47	
	4	OSO, Inc.	Remaining environmental monitoring services at School 5.	\$5,000.00	
	5	OSO, Inc.	Remaining environmental monitoring services at School 28.	\$10,000.00	
	6	OSO, Inc.	Remaining environmental monitoring services at Edison.	\$15,000.00	
	7	OSO, Inc.	To offset a portion of the above costs by removing dollars from the East budget.	(\$40,000.00)	
				Amendment 2 Total:	\$77,355.47
Amendment 3	1	OSO, Inc.	Additional work associated with water damage at East.	\$16,021.50	
				Amendment 3 Total:	\$16,021.50
Amendment 4	1	OSO, Inc.	Environmental monitoring services for School 12.	\$85,000.00	
				Amendment 4 Total:	\$85,000.00
				Grand Total Base Agreement w/ All Amendments	\$558,376.97

PM Authorization: WH

Date Approved: 8/27/2014



Exhibit B

145 Lake Avenue
Rochester, NY 14608
www.oso-inc-dbe.com
p: 585.340.9200
f: 585.340.9210
Certified MWBE & DBE

August 27, 2014

Mr. Thomas Renauto
Executive Director
Rochester Joint Schools Construction Board
1776 North Clinton Avenue
Rochester, NY 14621

**SUBJECT: Rochester Joint Schools Construction Board Phase 1B Modernization Program
Additional work associated with the Renovations at
James P.B. Duffy School No. 12, Rochester, New York
Amendatory Agreement Request #4**

Dear Mr. Renauto,

As part of the Rochester Schools Modernization Program (RSMP), James P.B. Duffy School No. 12 is scheduled for renovations. During asbestos abatement activities, as part of this renovation project, asbestos air sampling and project monitoring will be required. Further, lead wipe clearance sampling will also be required at the conclusion of this renovation project. It is assumed that the abatement activities will last approximately 3 months using a single shift, (October 2014 through December 2014).

Per the August 25, 2014 meeting attended by Tom Renauto, Gilbane and OSO, OSO will provide services under our current RJSCB Phase 1B contract, with the same analytical and labor rates, with the following additions to the Scope of Services:

1. Review the abatement contractor's submittals required per Specification Section 028200 – ASBESTOS REMOVAL provided within the contract documents. Provide submittal review comments to the CM for use in the formal review process.
2. Prior to the commencement of each day's work, verify that each worker has the appropriate valid certifications.
3. OSO will submit at the end of each shift a Daily Work Report to the CM. A sample Daily Work Report that will be implemented for the James P.B. Duffy School No. 12 project is enclosed.
4. During T & M activities, if any, OSO shall not sign any T & M tickets. OSO's documentation of the T & M activities will be limited to the Daily Work Report.

If you have any questions or need additional information please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Kane", is written over a blue circular graphic element that is part of the OSO logo.

John Kane
President

Enclosure

CC: Thomas Rogér, Gilbane/Savin
Wayne Hermanson, Gilbane/Savin



DAILY WORK REPORT

Project Name:

OSO Project #:

Site Address:

Project / Air Monitor: _____

Date: _____

Work Area: Floor _____ Room Number(s) _____ Other _____

Description of Work Being Performed & Type of ACM Being Removed:

Type of Work being performed:

Base Contract

Extra Scope

- T & M or Lump Sum
- CCD # _____ CM # _____ ASI or RFI # _____
- Separate Containment from Base Contract Work Yes No

▪ Number of Workers: Supervisor(s) _____ Outside Work Area _____ Inside Work Area _____

- Number of Negative Air Machines: _____ Operational Backup _____
- Negative Pressure Acceptable Yes No N/A
- First Barrier Integrity Check Time: _____
- Second Barrier Integrity Check Time: _____
- Proper Signage Yes No
- Have Negative Air Machine Filters been Changed Yes No N/A
- Are Shower and Filtration Units Working Properly Yes No
- Are the Following Work Practices Being Adhered To:
 - Properly Bagged Waste Yes No
 - EPA Waste Generator Labels Applied & Dated Yes No
 - Material Properly Wetted Yes No
 - Clean Work Area Yes No
 - Workers Utilizing Decontamination System Yes No
 - Sign In/Out Log Being Used Yes No

