

November 27, 2024

Emily Leger
Planting Fields
1395 Planting Fields Road
Oyster Bay, NY
Phone Number
Contact email address

PLANTING FIELDS BUFFALO MURAL / OYSTER BAY / NY
Proposal for Conditions Assessment of Mural

Dear Emily,

Thank you for contacting EverGreene to help conserve Robert Winthrop Chanler's Buffalo Mural at Planting Fields ("Client"). Based on our previous discussions, we understand that the overall goal is documentation of current conditions of the entire mural with a focus on the sky portion including larger areas of paint reveals on the ceiling. We will also review the masonry and environmental conditions within the room, as they appear to have a direct impact on the condition of the mural.

Following our onsite investigation, our team will develop a treatment program based on our findings, for the long-term preservation of the Chanler mural and historic space. This will include updated pricing for treatment of the space. Please find our outlined scope of work as well as pricing laid out below for the initial testing and investigation phase.

IMAGES

Overall view Shared by client



Ceiling shared by client

SCOPE OF WORK**Survey and Paint Study**

- Document current conditions of the mural
- Solvent testing and up to 3 reveals to confirm extent of original sky details

Masonry and Environmental Study

- Testing stability of masonry

Deliverables

- Field report of our findings
- Priority planning for full-scale treatment of the mural
- Recommendations for environmental controls
- Recommendations for building upgrades to maintain environmental requirements

ADDITIONAL SERVICES

Any services beyond those listed above will be broken out in the price list within this proposal or will be presented as a new proposal for consideration.

EXCLUSIONS TO SCOPE OF WORK

- Structural review of masonry and the ceiling

- Long-term monitoring of environmental conditions

ASSUMPTIONS

- We assume use of the Client's debris container for onsite disposal
- Furniture will be moved by PF Staff to provide full access to EAA conservators
- We assume access to break rooms and sanitary facilities
- We assume access to water and power
- We assume use of a laydown area and storage for equipment and supplies

Photography Usage Rights

Unless limited by the contract, EverGreene will be granted access to and unlimited usage rights for promotional purposes (marketing collateral - both print and web) of professional photography of our scope of work commissioned by the client. Images can be used an unlimited (unspecified) number of times. EverGreene does not allow a transfer of copyright, nor the ability to resell it or allow a third-party usage.

PAYMENT TERMS

Payment is due on invoice unless otherwise agreed to. Interest will accrue at 1 ½% per month for any invoice past 30 days.

Retainage to be no more than 5% of contract after 50% acceptance of work. Retainage to be released upon acceptance of substantial completion of work. Retainage is due in full on completion of current work phase and will not be carried over to subsequent work phases or scopes.

PRICING

PLANTING FIELDS BUFFALO MURAL / OYSTER BAY / NY

SCOPE	#	NOTES	COST
Base Scope	1	Conditions Assessment of Mural	\$20,000
	2	Report & Treatment plan	\$5,000
TOTAL			\$25,000

Pricing is good for a period of 30 days after the date of the proposal unless otherwise noted. In the event of significant delay or price increase of material, equipment, labor, or energy occurring during the performance of the contract through no fault of EverGreene, the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material, equipment, or labor, or energy will be considered significant when the price of an item increases twenty percent (20%) between the date of this Contract and the date the Work commences.

25% of the project value is due upon contract with the remainder payable monthly.

We recommend carrying a contingency of 10% of project total in case of unforeseen conditions. This is not a fee charged by EverGreene but a cushion. Its use is not anticipated but planning for the possibility is advisable.

INCLUSIONS

- Labor
- Materials
- Insurance
- Standard Working Hours
- Travel + Housing
- Access to mural via baker scaffold

EXCLUSIONS

- Tax (if applicable)
- Additional Insurance beyond what is normally carried by EverGreene
- Multiple mobilizations
- Any overtime or second shifts required to meet a compressed schedule due to factors beyond EverGreene's control
- Handling, removal disposal, remediation, or abatement of hazardous waste
- Water & power, or Sanitary facilities
- Environmental controls including but not limited to temperature and humidity
- Laydown area and storage for equipment and supplies

HOURLY RATES

Personnel	Rate
Conservation Manager	\$195.00
Senior Conservator	\$185.00
Conservator	\$165.00
Conservation Technician	\$125.00
Senior Project Manager	\$185.00
Project Manager	\$150.00

CHANGE ORDER LIMITS

Our goal is to reduce or eliminate change orders through clearly defined scopes of work and fair pricing. Nevertheless, unforeseen circumstances uncovered during the course of work requiring contract modifications will occur in restoration projects. Rates are provided to accommodate modest adjustments to scope due to field conditions only. Significant deviations from contract scope will require contract modifications based on revised proposals and pricing. We reserve the right to limit T&M change orders based on contractually defined rates and limits on OH & P to a maximum of 10% of the base contract value.

ACCESS

The cost of access is not factored into our fee and will need to be provided in the form of specialty or baker scaffolding by Planting Fields. EverGreene requires safe OSHA compliant access by hand to all areas of work. Please note that EverGreene is a ladder-free company.

SCHEDULE

The amount of time required on site or in studio will depend on several factors including use/occupation of the space, team availability, ease of access and existing conditions. The on-site portion of our work will be performed by 2 conservators and other skilled staff over the course of one week. If additional

staff or time is required due to circumstances beyond EverGreene's control, this will be billed on a time and material basis at rates found in the "Costs" section of this proposal.

Regarding COVID-19 potential schedule impact: EverGreene has an exceptional track record of delivering projects on time. At the time of this proposal the anticipated schedule is achievable. Given the unpredictability of how COVID-19 safety measures may affect operations beyond our control, the schedule may be impacted. We will make every effort to complete work per the anticipated schedule, but neither party shall be held liable for delays to the schedule or negative cost impacts as a result of COVID-19 related delays. If supply chains, regulations or observance of reasonable safety measures will impact delivery of this project in unforeseen ways, our team will meet regularly with yours to review obstacles and develop a strategy to mitigate impact to the schedule.

We are a highly collaborative team and will make every effort to avoid any additional expense to you, but we recommend allocating a portion of the contingency budget in the case of necessary overtime due to delays beyond EverGreene's control.

DISCLAIMER

EverGreene Architectural Arts, Inc. is not a licensed design professional firm. Accordingly, any reports, surveys, observations, recommendations, renderings, models, mock-ups, sketches, drawings, or other deliverables provided by EverGreene are not to be relied upon for construction or code compliance purposes unless and until they are signed and sealed by the design professional of record as part of the construction documents. If any EverGreene-produced material is provided to third-parties, Client shall include the foregoing disclaimer on all transmittals, correspondence, email, and the like.

HAND-APPLIED FINISHES

Due to the nature of hand-applied finishes, slight variations in color and/ or sheen will occur, owing partly to the nature of the materials, substrate, and to the hand-applied process by EverGreene artisans or craftspeople. These variations are normal and are considered part of the beauty of a hand-applied finish.

PLEASE NOTE

- If applicable to your project, a signed Capital Improvement Certificate or tax-exempt certificate must be submitted to EverGreene with signed proposal. If we do not receive a completed certificate indicating that this work falls under the capital improvement or tax-exempt programs, appropriate sales and/or use tax will be added to the price upon invoicing.
- If applicable, pricing assumes regular working hours over the course of approximately one weeks on site. Overtime, additional shifts, or additional workers to accommodate a compressed schedule are not included in our pricing.
- This proposal is subject to EverGreene Terms and Conditions, attached.

NEXT STEPS

If you would like to proceed with this proposal for \$25,000 please send us:

- A Contract draft and a copy of the Prime Contract (if applicable)
- Scanned digital copy of the signed proposal with initials on each page, including terms and conditions to moneill@evergreene.com
- Deposit of \$5,000 The remaining balance will be billed monthly by percentage complete.

EverGreene preferably will accept payment by electronic bank transfers, details of which will be provided upon contract. Work shall occur on a mutually agreeable schedule to be determined between the Client and EverGreene after our receipt of a signed contract or proposal.

We look forward to the opportunity of working with you on your project. Please contact me at moneill@evergreene.com or 646-493-1658 to discuss this proposal further.

Best Regards,



Client Signature _____

Margaret O'Neill

Name _____

Business Development Associate

Date _____

This proposal contains proprietary information prepared and copyright by EverGreene Architectural Arts, Inc. (EAA). This proprietary information is submitted solely for the purpose of evaluating the proposal and it is understood and agreed that this information shall be kept confidential. Clients or Contractors may reference this material ONLY with prior written consent of EAA. Any use of this information by Clients or Contractors implies their agreement that they intend to engage EAA in the proposed work. Such proprietary information is submitted with the understanding that it will not be disclosed to others or used in a manner detrimental to the interests of the bidder. EAA will aggressively pursue damages if this proposal is used to bid shop or advance the interests of parties other than the bidder. This proposal and all enclosures are returnable to the bidder upon request.

STANDARD TERMS AND CONDITIONS

1. General

These Standard Terms and Conditions, together with the attached proposal, constitute the Agreement between EverGreene and Client to perform basic or additional services.

2. Indemnification

To the fullest extent permitted by law, the Client shall defend, indemnify and hold harmless EverGreene, its officers, directors, agents and employees from any claims, damages, losses, causes of action, legal or administrative proceedings, costs and reasonable attorneys' fees for injuries or damages (including economic losses) to the extent caused by the negligent acts, errors or omissions of Client, its officers, employees, agents, independent contractors or consultants, except that Client shall have no duty to indemnify EverGreene for EverGreene's own negligence or willful misconduct. This clause shall not have the effect of extending the time period within which a claim must otherwise commence under the applicable statutes of limitations or repose. This agreement to indemnify and defend shall survive the termination, expiration or completion of this Agreement.

3. Suspension of Work and Termination

If Client fails to make payment to EverGreene in accordance with this Agreement, such failure shall be considered substantial non-performance and cause for termination or, at EverGreene's option, cause for suspension of its work under this Agreement. If EverGreene elects suspension, EverGreene shall give seven (7) days' written notice to Client before suspending work. In the event of a suspension of work, EverGreene shall have no liability to Client for damages for delay, lost profits or loss of use. Before resuming work, EverGreene shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of its work. EverGreene's fees for the remaining services and the time schedules shall be equitably adjusted.

4. Limitation of Liability

To the fullest extent permitted by law, the Client agrees to limit the liability of EverGreene to the Client for any and all claims, causes of action, losses, costs, expenses (including attorneys' fees and expenses), damages of any nature whatsoever, and claims expenses from any and all causes, arising out of, resulting from or in any way related to breach of contract by, or negligent acts, errors or omissions of, EverGreene and its subcontractors, so that the total aggregate liability of EverGreene shall not exceed the fee earned by, or paid to, EverGreene (whichever is less). It is intended that this limitation applies to any and all liability or cause of action described herein, regardless of the legal theory alleged unless otherwise prohibited by law.

5. Waiver of Consequential Damages

Client and EverGreene waive claims as against the other for consequential, indirect or special damages arising out of or relating to this Agreement, including but not limited to loss of use, lost profit, lost opportunity costs, or claims for delay, impact or disruption damages made by Client or any third parties. This mutual waiver is applicable, without limitation, to all consequential damages due to the termination of this Agreement.

6. No Responsibility for Third Parties

EverGreene shall not be responsible for the acts or omissions of the Client, Owner, Contractor, Consultants, Subcontractors, agents or employees of any of them, or other persons performing any of the Work. EverGreene shall not be responsible for a Contractor's or Subcontractor's schedule or failure to carry out the Work in accordance with the Contract Documents.

7. Waiver of Damages Covered by Property Insurance

To the extent damages are covered by property insurance, Client and EverGreene waive all rights against each other and their respective officers, directors, agents and employees for damages, except such rights as they might have to the proceeds of such insurance.

8. Warranty

EverGreene warrants the work performed within the requirements of the contract documents for one year. All defects occurring within that period shall be corrected at no cost to Client. This warranty excludes damage caused by fire, smoke, extraordinary weather, water damage,

excessive humidity/condensation, natural catastrophe, abuse, modification, improper or insufficient maintenance, improper operation, or normal wear and tear.

9. Existing Conditions

An initial site visit will be performed to assess existing conditions. This visual assessment will not include any destructive testing, opening of concealed areas, probes, soundings or other exploratory or investigative measures unless requested by Client as an additional service. If the observed existing conditions vary from those depicted in the bid documents ("Changed Conditions"), we will promptly notify you in writing of the Changed Conditions and the estimated impact on scope, schedule and price.

10. No Withholding of Payment

Payments to EverGreene shall not be withheld, postponed or made contingent on the construction, completion, acceptance or success of the project or upon Client's receipt of off-setting reimbursement or credit from other parties who may have caused delays, necessitated additional services, increased expenses or delayed completion of the Work or the Project. No withholdings, deductions or offsets shall be made from EverGreene's compensation for any reason unless EverGreene has been found to be legally liable for such amounts in a binding dispute resolution proceeding.

11. Entire Agreement

This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever prior to the execution of this Agreement.

12. No Third-Party Rights

Nothing in this Agreement shall be construed to give any person other than Client and EverGreene any legal or equitable right, remedy or claim under this Agreement. This Agreement represents the entire and integrated agreement and supersedes all prior negotiations, representations or agreements, either written or oral.

13. Force Majeure

Neither party to this Agreement will be liable to the other party for delays in performing the work, or for direct or indirect costs resulting from such delays that may result from labor strikes or disharmony, riots, acts of war or terrorism, acts of governmental authorities, contagion or communicable disease, epidemic or pandemic, extraordinary weather conditions or other circumstances beyond the reasonable control or contemplation of either party.

14. Severability

If any of these Terms and Conditions are adjudicated in a court of competent jurisdiction and determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and remain binding upon the parties.

15. Survival

These Terms and Conditions shall survive the completion of EverGreene's work on this Project and the termination of this Agreement for any reason.

16. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the state where the project is located, without giving effect to principles of conflicts of law.