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April 12, 2018

Via email

Mr. Lee Pavone
Yonkers Public Schools
One Larkin Plaza
Yonkers, NY 10701

Re: PS 17 Oil Tank replacement, Yonkers, NY – Asbestos Sampling & Abatement Design

Dear Mr. Pavone:

Adelaide is pleased to provide you with this cost estimate for asbestos testing and at the above referenced properties. Adelaide will perform the inspection according to all federal, state and local regulations.

Asbestos Bulk Testing Services:

Adelaide will charge **\$560.00** in labor to inspect and collect all samples necessary. **The bulk samples will be submitted as a reimbursable expense based on the schedule below:**

- | | |
|---|-----------------|
| - PLM Bulk Samples | \$15.00/sample |
| - PLM NOB Bulk Samples | \$20.00/sample |
| - TEM/NOB Bulk Samples | \$45.00/sample* |
| - TEM/NOB Bulk Samples (prepped and not analyzed) | \$10.00/sample |
| - Report Preparation | \$250/lump sum |

* Please note the State of NY requires all Non-organically bound materials – NOB's (ie Window/Door Caulk, Floor Tiles, Mastic Roofing Materials etc.) to be analyzed by both PLM & TEM NOB procedures in order to call a material negative. IF the sample is positive by PLM NOB than no further analysis is required. IF it is negative by PLM NOB than TEM NOB analysis is required.

Based on the drawings supplied by Yonkers the **estimated** reimburseable amount total for sample analysis will be approximately **\$2,700.00(labor is separate from this price)**. This estimates having 50 PLM samples and 30 PLM/TEM NOB samples analyzed for the whole project. **If more or less samples are needed the fee will be adjusted accordingly.** The pricing assumes all PLM NOB's will need to be analyzed by TEM. **Based on these assumptions the fee for sampling and labor will be approximately \$3,260.00**

Adelaide assumes access to all areas and if a lift is needed an additional fee will apply.

If any of the surfacing materials (ie plaster, sheetrock or fireproofing) contains vermiculite additional site visits and sample analysis will be required to determine the absence of asbestos and is not included in this proposal.



Abatement Project Design:

- Asbestos Abatement Project Design - \$3,750.00. Drawings - Adelaide will prepare an asbestos abatement specification section. These will be a performance based specification sections to be inserted into the overall demolition specification that will state what materials need to be removed and what regulations the contractor will be required to follow in order to remove them safely.
- Asbestos Construction Management - Submittal Review, Schedule Review & RFI responses – \$1,200.00. The remainder of our services during construction will be billed under our project monitoring contract with the district.

Adelaide will be provided demolition, architectural, and all MEP drawings related to this project in a .dwg format.

This is for SED submission and Bid Set only. If there are additional revisions and or printings required after these two submissions, an additional fee of \$500.00/additional submission will be applied.

Asbestos Project/Air Monitoring Services:

- Project Manager	\$85.00/hour
- Asbestos Project Monitor/Air Sampling Technician	\$440.00/shift (8 hour shift)
- Asbestos Project Monitor/Air Sampling Technician	\$75.00/hour (OT)
- Close-out Report Preparation	\$350.00 (flat charge)
- PCM Air Sample	\$15.00/Sample
- PCM Air Sample (3 hour turnaround for finals)	\$18.00/Sample
- TEM Air Sample for Finals (6-8 hour Turnaround)	\$95.00/Sample

Based on a 10 day abatement (1 - single 8 hour shift/day and plus backgrounds, during & finals for 1 large work area) project plus 112 PCM background & during abatement samples and 13 final TEM air sampling the fee will be approximately \$8,515.00.

Our fee is completely dependent on the abatement contractor's schedule. If the contractor decides to staff the job with many people and get the job done quickly our fees will be less. If he staffs the job with a small crew and takes longer our fees will be higher. Adelaide will bill based on a time and materials basis so the above is just an estimate based on the schedule received. We will bill actual amounts utilized for the work.

In summary the task fee will be as follows:

\$3,260.00 Asbestos Survey & Testing
\$3,750.00 Asbestos Abatement Design
\$1,200.00 for Asbestos Construction Administration
\$5,600.00 for Asbestos Project/Air Monitoring, Project Management & Reporting
\$2,915.00 Air Testing Reimbursables

Total – 16,725.00

REVIEW EL
LP
5/3/18



Adelaide

TERMS AND CONDITIONS OF AGREEMENT

1. APPLICABILITY.

This Agreement shall apply to the Proposal of Services previously given to and accepted by Client.

2. SERVICES RENDERED.

Client grants to the contractor the exclusive right to carry out the services as set forth in the Proposal of Services. Client agrees to make payments as provided therein and Contractor agrees to furnish such services as specified in accordance with the terms of this Agreement.

3. CHARGES AND PAYMENT.

Client shall pay to the Contractor on the basis set forth in said Proposal of Services provided by Contractor within ten (10) days after receipt of an invoice from the Contractor. Contractor may impose, and client agrees to pay a late fee and interest for the past due payments not to exceed the maximum rate allowed by applicable law. In any event that any payment is not made when due, Contractor may, at its sole option, terminate this Agreement on notice to the Client and recover all past due payments and liquidated damages as set forth below.

4. CHANGES.

Any changes to the Proposal of services shall be in writing.

5. EQUIPMENT.

(a) Responsibility. Any equipment furnished by Contractor to any property owned or leased by client shall remain the property of Contractor. Client acknowledges that Client will take no steps or permit any action which would result in loss or damage to the equipment.

(b) Access. Client agrees to provide unobstructed access to Contractor to fulfill the terms of the Proposal of Services

(c) Liquidated Damages. If Client defaults or attempts to cancel Contractor's services, Client agrees that the Contractor's actual damages would be difficult, if not possible, to calculate. Therefore, Client agrees that in any such event it shall pay all past due sums and, in addition, shall pay as liquidated damages and not as penalty an amount equal to 30% of the remaining amounts due under the Proposal, plus all attorney's fees and expenses incurred by Contractor to enforce its rights against Client for cancellation of said Agreement.

6. ATTORNEY'S FEES.

In the event of the breach of this agreement by client, the client shall be responsible for any and all reasonable attorneys' fees, collection fees and the costs of Adelaide Environmental Health Associates Inc. incident to any action brought to enforce the terms of the Agreement.



7. INDEMNIFICATION.

The Client hereby agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for any injury or death to persons or loss or damage to property arising out of Client's use or possession of Contractor's equipment and for any negligence of the Client to Contractor or any other person, regardless of apportionment of fault against the Contractor or determination of assumption of the risk by the Contractor, any of contractor's employees, assigns or other personnel.

8. ARBITRATION.

The parties agree that any disputes shall be submitted to arbitration by using the American Arbitration Association, or any similar organization, or any arbitrator or organization agreeable to the parties hereto.

9. ASSIGNMENT AND BENEFIT.

This Agreement shall be binding on the parties, their successors and/or assigns.

10. EXCUSED PERFORMANCE.

Neither party hereto shall be liable for its failure to perform or delay in performance due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to get permits, fires and acts of God and such failure shall not constitute a Default under this Agreement.

If you have any questions or require any further information, feel free to contact me at our office. We appreciate the opportunity to provide this proposal, and look forward to working with you on this project.

Sincerely,
Stephanie A. Soter
President

Accepted by:

Authorized Representative Date