

J.C. Broderick & Associates, Inc.

Environmental / Construction Consulting & Testing



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May 15, 2018

Mr. John Carr
Yonkers Public Schools
Administrative Office
One Larkin Center
Yonkers, New York 10701

Re: **REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES AS FOLLOWS:
Asbestos Consulting Services**

Site: **School 23
56 Van Cortlandt Park Avenue
Yonkers, New York 10701**

Dear Mr. Carr:

J.C. Broderick & Associates, Inc. (JCB) is pleased to submit, for your review and approval, the following proposed "Scope of Services" at the above referenced subject site:

I. **Scope of Services**

- A. Perform a review of the District's Asbestos Management Plan to identify vermiculite content of historical bulk samples collected from plaster materials.
- B. Perform bulk sampling and analysis of suspect asbestos containing materials in the above referenced buildings in accordance with the sampling plan and recommendations. Asbestos sampling will be performed by a New York State Department of Health and Labor Certified Asbestos Inspector. The suspect materials will be categorized as homogenous areas and a representative number of samples will be collected and delivered to an independent Environmental Laboratory Approval Program (ELAP) certified laboratory for analysis.
- C. Perform asbestos air monitoring services as described in NYS ICR 56 and 40 CFR part 763 (AHERA) as applicable during the above referenced asbestos abatement project. Asbestos project monitoring services will consist of documenting the abatement contractor's progress, and collection of the contractor's notifications (as applicable), contractor's, air monitor's and laboratory's certifications and licenses, and preparation of a final project report to include air monitoring results.

II. **Compensation**

JCB's fees relative to environmental health and safety services are as follows:

Consultant Services

Principal	\$ 266.00 per hour
Project Manager	\$ 70.00 per hour
Project Monitor	\$ 47.60 per hour

Laboratory Services

Asbestos PCM Air Analysis (24 TAT)	\$ 15.00 per sample
Asbestos PCM Air Analysis (12 TAT)	\$ 18.00 per sample
Asbestos PCM Air Analysis (06 TAT)	\$ 20.00 per sample
Asbestos PCM Air Analysis (03 TAT)	\$ 22.00 per sample
Asbestos TEM Air Sample (24 TAT)	\$ 90.00 per sample
Asbestos TEM Air Sample (12 TAT)	\$ 95.00 per sample

Asbestos TEM Air Sample (06 TAT) \$ 115.00 per sample
Asbestos TEM Air Sample (03 TAT) \$ 195.00 per sample

Estimated Project Cost \$ 19,500.00

JCB's final invoices will be prepared based upon the actual time and materials needed to legally perform this service. The actual schedule will be determined by the contractor's performance.

III. Payment Schedule

Payment is due upon receipt of report and invoice.

The signee will be required to provide JCB unrestricted access to all areas of the subject building. If JCB is required to make our arrangements for access (i.e. scissor lift, scaffolding, extension ladders) this will be reflected as an additional cost in the final invoice. The above referenced costs are based upon a twenty-four (24) hour TAT on laboratory analysis, unless otherwise specifically noted. The signee also acknowledges that they have received permission from the property owner for JCB to perform the above referenced work.

It is agreed and understood by all parties that JCB is not responsible or liable for the contractor's quality of work, performance of work and or final work product. That is the contractor is independent of JCB and is solely responsible and liable for all aspects of their own work, including but not limited to, supervision of workers and their performance, determination and execution of means and methods used to complete the work, all site safety and security, fire and environmental exposures (ex. weather) protection, all site health & safety (workers and all other site occupants), quality, compliance and completeness of their work and equipment, and compliance with all Federal, State and Local rules and regulations having jurisdiction of the work being performed by the contractor, including but not limited to US OSHA, US DOT, US EPA, NYS DOL, NYS DOH, and NYS DEC. JCB is responsible only for the performance and completion of the services listed in Section I of this proposal.

Any additional work or services that are required and are not specifically indicated above will be billed separately and/or in addition to the items listed below. The signee shall pay JCB in accordance with the payment schedule in Section 3 of the proposal, with the charges provided herein.

JCB may impose and the Signee agrees to pay a late fee for all past due payments. Such late fees are not to exceed the maximum rate for allowed by the applicable law. In the event the Signee fails to pay JCB all amounts which become due under this Agreement, or fails to perform its obligations hereunder, and JCB refers such matter to an attorney or collection agency, the Signee agrees to pay in addition to the amount due, any additional costs incurred by JCB resulting due to such action including and not limited to all attorney and collection fees.

Your acceptance to the terms and conditions of this proposal can be signified by either signing at the designated place and returning a copy to us, the issuance of a purchase order, a verbal approval confirmed by granting access to the referenced site to complete the work, or acceptance of the final project report.

If there are any questions, or if more information is needed please feel free to contact us.

Sincerely:



Edward McGuire
J.C. Broderick & Associates, Inc.

AGREED & ACCEPTED

Signee

NAME: _____

SIGNATURE: _____

DATE: _____

PURCHASE ORDER #: _____