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July 28, 2021

Via email

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

Re: 4 Classrooms at Pearls Hawthorne School YPS – Asbestos, Lead & PCB in Caulk Testing and Abatement Design Specification Section & Drawing

Dear Mr. Pavone:

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

Scope of Work:

As per your email on 8/9:

YPS met with Fuller & D'Angelo architects and for the 4 classrooms the following scope of work will need to be performed by a GC:

1. Remove exterior caulk to remove, repair, reinstall existing window casing and re-caulk.
2. Remove caulk at existing lintels and re-caulk.
3. Remove existing radiator covers and cast iron radiators and reinstall after repairs are made.
4. Repair and or replace damaged plaster lath walls below windows. Check flooring as most VAT flooring was abated in 2008 CIP, but some may exist under existing radiators?
5. Related plaster repair and painting work where window meets ceiling plaster.
6. Remove and reset loose existing exterior cast stone sills and masonry brick (brick & mortar and cast stone sill and grout).
7. Removal of existing wood trim on inside (lead based paint testing).
8. Removal and reinstall windows in order to push back and re-anchor existing vertical mullion supports to existing masonry wall. Need to check for vapor barrier.



Adelaide

Bulk Testing Services:

Adelaide will charge **\$1,040.00** in labor and reporting to inspect, collect all samples necessary and prepare a letter report of the findings. **The bulk samples will be submitted as a reimbursable expense based on the approved schedule in our term contract:**

- | | |
|---|-------------------|
| - PLM Bulk Samples | \$45.00/sample |
| - PLM NOB Bulk Samples | \$45.00/sample |
| - TEM/NOB Bulk Samples | \$95.00/sample* |
| - XRF Lead Testing | \$1.50/shot |
| - PCB in Caulk Samples (5 day turnaround) | \$85.00/sample |
| - Courier to Lab | \$300.00/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.

The **estimated** reimbursable amount total for sample analysis will be approximately **\$2,685.00 (labor is separate from this price)**. This estimates having 20 PLM, 10 PLM/TEM NOB, 30 XRF Shots and 4 PCB in Caulk 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.

Labor plus assumed reimbursable costs are approximately \$4,025.00.

Adelaide assumes there is access to all locations and that if a lift is required for any sampling that will be a separate charge.

If any surfacing materials contain vermiculite additional inspection and sample analysis may be required and is not included in this proposal.

Adelaide assumes approximately 16 hours of labor to perform all inspection services.



Abatement Project Design:

- Asbestos Abatement Project Design - \$3,950.00. Drawings - Adelaide will prepare an asbestos & PCB in Caulk abatement specification section to be inserted into an overall general specification provided by others and drawing (as needed). Adelaide will prepare a lead safe handling specification section (as needed). These will be a performance based 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. If a site specific variance is needed there will be an additional fee to prepare and file with NYS DOL.
- Ste Specific Variance Preparation (if needed) – 16 hours as per 8/10 email – \$1,360.00 plus NYS DOL filing fee of \$350.00 – total \$1,710.00

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

This service is not in our term contract but Adelaide assumes approximately 26 hours of labor for design. This will be for a NYS Project Designer/Registered Architect.

Asbestos Abatement Project Monitoring:

- | | |
|--|-------------------------------|
| - Project Manager | \$85.00/hour |
| - Asbestos Project Monitor/Air Sampling Technician | \$440.00/shift (8 hour shift) |
| - Asbestos Project Monitor/Air Sampling Technician | \$97.50/hour (OT) |
| - Close-out Report Preparation | \$440.00 (flat charge) |
| - PCM Air Sample | \$10.00/Sample |
| - PCM Air Sample (3-hour turnaround for finals) | \$18.00/Sample |
| - TEM Air Samples (4 hour turnaround for finals) | \$125.00/Sample |

As per your email on 8/10 we are assuming 10-8 hour days for exterior caulk removal plus 2 hours per day of project management for a total of 20 hours of project management. Based on these assumptions the fee will be approximately \$6,540.00 for monitoring, management & reporting. Since this is an exterior abatement no air sampling will be required. *If during the inspection phase we find materials inside the building that need abating this estimate will need to be revised to include more time and air samples.*

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.

The approximate total based on the assumptions provided by Yonkers is \$16,225.00.



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