



**CITY OF YONKERS / YONKERS PUBLIC SCHOOLS  
SCHOOL FACILITIES MANAGEMENT**

One Larkin Center – 3<sup>rd</sup> floor  
Yonkers, NY 10701  
Phone: 914.376.8008

**Request for Proposal  
for  
Environmental Consulting Services for the School Facilities Management Department**

**2022 AHERA RE-INSPECTION REPORT AND PERIODIC  
SURVEILLANCE  
&  
ASBESTOS MANAGEMENT PLAN UPDATES**

**RFP No. 420-22-01**

**Response Due Date: February 11, 2022 before 3:00 pm**

This is a request for proposals (RFP) to perform Environmental Project Monitoring Services for the School Facilities Management Dept. Capital Improvement Project (SFMD) of the Yonkers Public Schools (YPS). This RFP will be the basis, in part or in whole, of an Agreement between the successful proposer and the YPS for the work described at the rates and schedule proposed herein and/or as amended by negotiation.

Submit proposals electronically via email to:

Mr. John P. Carr, Executive Director, School Facilities Management  
[jcarr@yonkerspublicschools.org](mailto:jcarr@yonkerspublicschools.org)

## **PART 1 - THE CONSULTANT'S RESPONSIBILITIES**

### **1.01 BASIC SERVICES**

The Yonkers Public Schools, Schools Facilities Management Department (SFMD) is issuing to this Request for Proposal (RFP) as an LEA to procure Professional Environmental Consultant Services to ensure the District's compliance with 40 CFR 763, subpart E to up to and including Appendix C of the Asbestos Hazard Emergency Response Act (AHERA). It is the intention of the District to have the completion of the work comprised under this RFP to bring the District into full compliance with all of the requirements of these regulations. The Consultant will be required to perform the re-inspection of all ACM and ACBM identified in the latest 6 months or three-year inspection reports and verify if the asbestos materials (ACM & ACBM) are still in place or have been removed or the condition of the materials has changed. The Consultant shall revise the management plan to address newly identified hazards. The Consultant shall perform the re-inspection in accordance with 40 CFR 763.85(b).

At a minimum, the consultant shall:

1. Conduct the 2022 Triennial Re-Inspection, Survey & Report (TSR)
2. Prepare Updated 2022 Asbestos Management Plans (AMP) for each building.
3. Prepare Re-inspection Report for each school. (Form 1 and Form 2)
4. Utilize and update as necessary the Space ID Floor Plans based on the 2019 AHERA Floor Plans and Building condition survey.
5. Conduct one (1) instructional 6-month surveillance re-inspection.
6. Facilitate any and all bulk sampling required to achieve AHERA compliance or as Directed by the Executive Director of School Facilities Management or Designated Person. (Separate Payment).
7. Submit filing with New York State Education Department, Facilities Planning Group.

The District is comprised of 39 schools totaling approximately 3.75 million square feet of floor space. Building ages range from 17 to 134 years old and the average age is about 76 years old. Only 38 buildings totaling 3.5 million square feet fall under AHERA and need to be inspected under this contract. See the building list at the end of this RFP.

### **PART 1.02 SCOPE OF WORK**

**1.02.1** Prior to initiating the re-inspection, the Asbestos Inspector(s) shall present to the Designated Person, a current, valid form of identification and a current, valid Asbestos Inspector license issued by the authorized State of New York agency.

- a) Review the 2019, 2016 and 2013 Triennial Re-inspections AHERA Reports.
- b) Identify all homogenous areas in which material has become friable since the last re-inspection and immediately bring to the attention of the District Designated Person ACBM that have been identified in to one of the 7 AHERA Assessments for the required and appropriate response action.

- c) Working with District personnel, collect, compile, collate and sort all documents (not already embedded in the re-inspection report) relating to any and all available ACM testing, inspections or abatement since completion of the last 2019 AHERA. Documents shall include but not be limited to: bulk sampling and testing results, inspections reports, abatement work on any scale, including capital projects and spot abatement.
- d) Review all previous asbestos abatement projects and verify that materials that have been abated are so indicated in the TSR and are reflected in the updates to the Management Plans.
- e) Check the existing documents in each building in the District and verify all documents are present. Add copies of the documents found under (b & c) above pertaining to each building.

**1.02.2** The re-inspection shall be performed pursuant to 40 CFR 763.85 and at a minimum, the consultant(s) shall:

- a) Visually re-inspect and reassess, under 763.88, the condition of all friable known or assumed Asbestos-Containing Building Material (ACBM).
- b) Visually inspect materials that were previously considered nonfriable ACBM to determine whether it has become friable since the last inspection or re-inspection.
- c) Identify any homogeneous areas or any materials that have become damaged since the last inspection.
- d) Identify any areas of abatement that do not have appropriate documentation of the abatement having taken place.

The consultant should note that a simple visual inspection is not permitted.

- e) Actual counts of fittings, mud joints and field measurements of all ACBM and ACM suspected materials, especially of TSI is required, inclusive of above ceiling locations. Inspections must be thorough. Access to all areas will be provided by the District. This includes relocation of obstacles and use of normal investigative gear such as step or extension ladders. Manlifts and bucket trucks where necessary can also be provided by the District. The consultant will be responsible for providing his own loaders but manlifts or bucket trucks will be furnished by the Owner.

**1.02.3** (Optional-upon request of LEA) Collect bulk samples and submit the samples for analysis in accordance with 763.86 and 763.87 for:

- a) Each homogeneous area of newly friable material that is already assumed to be ACBM.
- b) Any HID's with a rating of 1. Any Damaged or Significantly Damaged Thermal System Insulation (AHERA Category I)
- c) As directed upon discussion with the Designated Person.

All samples will be analyzed by a laboratory with current NVLAP (National Voluntary Laboratory Accreditation Program) accreditation

**1.02.4** The Consultant shall assign its properly licensed employee to furnish and post warning labels adjacent to friable and nonfriable ACM in routine maintenance areas, and/or if the signs are not readily visible upon entry as required under AHERA. Areas known to have

been abated are to be labeled “Asbestos Free” in blue lettering on white background. Signs are to be in both English and Spanish.

**1.02.5** The results of the re-inspections shall be compiled into the **2022 Triennial Re-inspection Report** which will clearly indicate the date of inspections, and shall be signed by each inspector and/or management planner who contributes to the re-inspection and the review and/or revision of the management plan. The Re-inspection Report is to be consistent with the industry standard and demonstrates a state-of-the-art work product that reflects current technology and best practices. Reports for each building shall include:

1. AHERA Triennial Re-inspection Report Identifying:
  - a. Type of suspect ACM or ACBM material found such as TSI, Surfacing, & Miscellaneous.
  - b. Location where suspect ACM or ACBM material found. Identify whether above ceilings, behind walls or furniture or exposed. If above ceilings, identify the type of ACM.
  - c. Description of suspect ACM or ACBM material found.
  - d. Quantity of suspect ACM or ACBM material found.
  - e. Ranked assessment category.
  - f. Date of inspection performed.
  - g. Name and NY State DOL License No. of person performing the inspection.
  - h. Floor plans generated in AutoCAD showing locations of samples taken and notes on history.

**1.02.6** The re-inspection results and the findings shall be used to update the District’s 2022 Management Plan for each school.

**1.02.7** The Reinspection Report will identify homogeneous areas consistent with the terms and intent of AHERA.

**1.02.8** The Consultant will publish the Re-inspection Report and the updated **2022 Asbestos Management Plan** for each school in a reader friendly format (reviewed and accepted by the District) that when reviewed by parents, teachers or other interested parties, will clearly identify the types, locations, amounts and condition of the following:

- a) any ACBM that is assumed to be ACM,
- b) any material that was sampled and determined to be non-asbestos containing, and
- c) any material that was sampled and determined to be ACM

**1.02.9** The Consultant will submit the TSR to the District within 30 days of the inspection, for inclusion into the updated management plan.

**1.02.10** The Consultant shall ensure that response action(s) recommendations described in the management plan are specific to the site and to the ACBM involved, and that the implementation schedule is clear.

**1.02.11** The Consultant shall assign its properly licensed employee(s) to review the management plan, any previous inspection or re-inspection report(s) and any response action records to verify that the quantities and locations of ACM are updated.

**1.02.12** The Consultant shall assign its properly licensed employee(s) to update the AMP to verify that all AHERA required elements are present, pursuant to 763.93(e)(1) through (12).

**1.02.13** The Consultant shall assign its properly licensed employee(s) to verify that all recordkeeping requirements are met, pursuant to 763.94, including:

- a) A current designated person statement
- b) Dated copies of annual notifications and method of notification\*
- c) Training records
- d) Periodic surveillance records
- e) Response action records
- f) Outside contractor notification\*

The Consultant shall notify the LEA which, if any, of these documents are missing from the management plan.

*\*The Consultant will consult with the Designated Person on methods to be used by the District for annual notification and outside contractor notification, so that the plan reflects the actual methods employed by the District.*

**1.02.14** The Consultant shall assign its properly licensed employee(s) to review the adequacy of the AMP's Operations and Maintenance Program (O&M) and make updates or revisions as necessary. The Consultant shall ensure that the O&M program is site-specific, and incorporates best practices and/or industry standards for the in-place management of the types, amounts, locations and condition of the ACBM identified or assumed to be present in each school building. The Consultant shall ensure that any analytical reports for bulk sample analysis are included in the O&M program.

As part of the O&M Program, the Consultant shall provide an updated evaluation of resources needed to complete response actions successfully and carry out reinspection, operations and maintenance activities, periodic surveillance and training.

**1.02.15** The Consultant shall assign its properly licensed employee(s) to provide response action recommendations that are consistent with AHERA pursuant to 763.93(b) through (f).

**1.02.16** The Consultant will advise the District in writing, of any non-compliance that is within the District's authority to correct.

**1.02.17** The consultant shall submit a lump sum price to complete the first 6-month surveillance in each building in the presence of the building custodian and his supervisor with the intention of training the District personnel in the proper means and methods for this task.

**1.02.18** Additional services shall be provided if authorized by the executive Director of School Facilities and they shall be paid for by the District in addition to the compensation for Scope of Work as provided in a duly authorized written amendment to this agreement signed by an authorized representative of each of the parties. These services may or may not be related to the project described herein, as directed by the SFMD.

### **1.03 BACKGROUND DATA**

The following materials are available for viewing during the proposal phase and will be presented to the Consultant at the Kick-off meeting:

- 2019 AHERA Asbestos Reports. (Access Data Base)
- Electronic plans of the building. (in AutoCAD)
- 2020 Building Condition Survey.
- 2019 through 2022 List of Capital Improvements (Excel Spreadsheets)
- Miscellaneous sampling, testing and asbestos reports on file.
- List of Buildings and Addresses (Excel spreadsheet.)

### **1.04 PROJECT MILESTONE DATES**

It is intended that the District will enter into this contract on or about March, 2022. Work is to be completed within six months of the issuance of a Notice to Proceed by this Department.

### **1.05 REVIEW MEETINGS**

Design Review Meetings will be arranged, chaired and recorded in *minutes by the Consultant* for the presentation and discussion of the following topics and design deliverables:

**Kick-Off Meeting:** Attendees shall include the Consultant and SFMD.

**Progress Meetings:** Attendees shall include the Consultant and SFMD and shall occur upon the Consultants Completion of every 10 schools or one every 6 weeks.

**Additional Meetings:** The Consultant shall attend additional meetings with local government officials, the public, Board of Trustees and their representatives as requested by YPS and billed in accordance with the Consultants Hourly Rates as listed in Part 3.04.

**1.06 ADDITIONAL SERVICES:** Additional services shall be provided if authorized or confirmed in writing by the YPS, and they shall be paid for by the YPS, in addition to the compensation for Basic Services, only as provided in a duly authorized written amendment to this agreement signed by an authorized representative of each of the parties. These services may or may not be related to the project described herein, as directed by the SFMD.

### **1.07 DELIVERABLES:**

The Consultant will provide all deliverables in hardcopy and electronically in the programs in which they were created. This is to include but is not limited to:

- a) Two acceptable and completed hardcopies of the TSR and the AMP for each school within the LEA. The TSR will include audited and corrected District AutoCAD files of every floor plan with appropriate room numbering and space designation based on 2019 Space ID Floor Plans and 2020 Building Condition Floor Plans
- b) Executive Summary Report and Remediation Plan in PDF format with attached test results for each school.

**PART 2 – GENERAL SUBMISSION REQUIREMENTS AND FORMAT**

**2.1 RFP/CONTRACT AWARD TIMETABLE (ANTICIPATED)\***

Issuance Date:	January 14, 2022
Pre-Proposal Conference:	January 26 , 2022 at 10:30am Via Zoom, YPS will sent the link
Questions cut-off date:	January 28, 2022 at 3:00 pm.
RFP Response Due Date:	February 11, 2022 at 3:00 pm
BOE Approval: Contract Start	March 17, 2022

**PART 3 – FEE PROPOSAL**

**3.01 COMPENSATION FOR BASIC SERVICES**

For Basic Services as described in Part 1 the proposed compensation shall be the Total Project, Lump Sum as tabulated below:

PROPOSED FEE SCHEDULE			
BASIC SERVICES PART 3.1			
ITEM OF WORK	QUANTITY	UNIT COST	COMPENSATION
<b>AHERA TRIENNIAL INSPECTIONS &amp; REPORTS</b> (Includes research, inspections, printing, travel, lodging, meals, and etc.)	1	LUMP SUM	\$ 85,000
<b>ASBESTOS MANAGEMENT PLAN (AMP) UPDATES</b> (Includes printing, travel, lodging, meals, and etc.)	1	LUMP SUM	\$ 20,000
<b>SIX MONTH SURVEILLANCE AND SIX MONTH SURVEILLANCE TRAININGS</b> (Includes printing, travel, lodging, meals, and etc.)	1	LUMP SUM	\$ 20,000
<b>REVIEW AND UPDATE DISTRICT PROVIDED BID DOCUMENTS</b> that include category 1,2,4 which requires response actions for future possible bids. At a minimum the updates shall include: 1.Quantity 2.List of locations 3. Floor plans showing the locations 4. Estimate for the abatement ( Includes printing, travel, lodging, meals, and etc.)	1	LUMP SUM	\$ 10,000
<b>1.06 ADDITIONAL SERVICES</b> (Includes Sampling, Testing, & Reporting at Proposed Hourly Rates Article 3.04 & Unit Prices Article 3.05)	1	NECESSARY	\$50,000
<b>SUBTOTAL BASIC SERVICES COMPENSATION</b>			\$ 185,000

TOTAL SUM OF THIS PROPOSAL One Hundred Eighty Five Thousand Dollars

Jack Eisenbach - Eisenbach + Ruhnke Architect or Engineer  
 (printed name of proposer) Engineering, P.C.



**3.02 CONTRACT TERM**

The term of the agreement is 365 calendar days. This is not reflective of the milestone dates listed elsewhere.

**3.03 COMPENSATION FOR ADDITIONAL SERVICES**

For additional services of the Consultant, beyond the scope of work described herein, the Consultant shall be compensated per a negotiated lump sum or by a time and material basis as per the discretion of the YPS. See 3.04 Hourly Payment Rates for Various Titles.

**3.04 HOURLY PAYMENT RATES FOR VARIOUS TITLES**

The Consultant will be compensated for time and material work beyond the original scope of work at the rates proposed by the Consultant for each of the titles listed below:

Category	Ave. Direct Hourly Rate	Inc. Direct Personnel Multiplier _____	Ave. Hourly Rate Charged (inc. O&P)
Sr. Principal	\$ _____	\$ _____	\$ <u>175.00</u>
Principal	\$ _____	\$ _____	\$ <u>150.00</u>
Associate	\$ _____	\$ _____	\$ <u>150.00</u>
Project Manager	\$ _____	\$ _____	\$ <u>95.00</u>
Architect (RA)	\$ _____	\$ _____	\$ <u>150.00</u>
Engineer (PE)	\$ _____	\$ _____	\$ <u>150.00</u>
Architect	\$ _____	\$ _____	\$ <u>125.00</u>
Engineer	\$ _____	\$ _____	\$ <u>125.00</u>
Asb. Inspector	\$ _____	\$ _____	\$ <u>85.00</u>
Asb. Mngmt. Plnr.	\$ _____	\$ _____	\$ <u>85.00</u>
Asb. Designer	\$ _____	\$ _____	\$ <u>100.00</u>
Sr. Cost Estimator	\$ _____	\$ _____	\$ <u>125.00</u>
Clerical Support	\$ _____	\$ _____	\$ <u>55.00</u>

All employees proposed for work under this contract must be labeled with one of the above titles in the proposal under 3.01.

### 3.05 UNIT PRICES FOR VARIOUS LABORATORY TESTING OF ACBM

The Consultant will be compensated for owner directed laboratory testing services at the proposed Unit Prices listed below:

<b>LABORATORY TESTING UNIT PRICES</b>	
<b>UNIT PRICE #1: SAMPLE ANALYSIS PLM FOR FRIABLE 24-HOUR TURNAROUND</b> (Including Delivery and Pick Up to Lab)	\$ <u>18</u> /SAMPLE
<b>UNIT PRICE #2: SAMPLE ANALYSIS PLM NON-FRIABLE 24-HOUR TURNAROUND</b> (Including Delivery to and Pick Up at Lab)	\$ <u>45</u> /SAMPLE
<b>UNIT PRICE #3: SAMPLE ANALYSIS TEM BULK NON-FRIABLE 24-HOUR TURNAROUND</b> (Including Delivery to and Pick Up at Lab)	\$ <u>40</u> /SAMPLE
<b>UNIT PRICE #4: SAMPLE ANALYSIS PLM FOR FRIABLE RUSH 3 HOUR TURNAROUND</b> (Including Delivery and Pick Up to Lab)	\$ <u>35</u> /SAMPLE
<b>UNIT PRICE #5: SAMPLE ANALYSIS PLM FOR FRIABLE RUSH 12 HOUR TURNAROUND</b> (Including Delivery to and Pick Up at Lab)	\$ <u>25</u> /SAMPLE
<b>UNIT PRICE #6: SAMPLE ANALYSIS PLM NON-FRIABLE RUSH 12 HOUR TURNAROUND</b> (Including Delivery to and Pick Up at Lab)	\$ <u>60</u> /SAMPLE
<b>UNIT PRICE #7: SAMPLE ANALYSIS TEM BULK NON-FRIABLE RUSH 12 HOUR TURNAROUND</b> (Including Delivery to and Pick Up at Lab)	\$ <u>60</u> /SAMPLE
<b>UNIT PRICE #8: SAMPLE ANALYSIS FOR VERMICULATE (NYSDOH ELAP METHOD 198.8 ) 10 DAY TURNAROUND</b> (Including Delivery to and Pick Up at Lab)	\$ <u>250</u> /SAMPLE
<b>UNIT PRICE #9: SAMPLE ANALYSIS PCM 24 HOUR TURNAROUND</b>	\$ <u>11</u> /SAMPLE
<b>UNIT PRICE #10: SAMPLE ANALYSIS TEM AIR SAMPLES 24 HOUR TURNAROUND</b>	\$ <u>90</u> /SAMPLE
<b>UNIT PRICE #11: SAMPLE ANALYSIS TEM AIR SAMPLES RUSH TURNAROUND (3 HOURS)</b>	\$ <u>125</u> /SAMPLE
<b>UNIT PRICE #12: TESTING FOR VERMICULATE, TEST NUMBER 198.8, 10 DAY TURN AROUND</b>	\$ <u>250</u> /SAMPLE
<b>UNIT PRICE #12: NY STATE DOL CERTIFIED INSPECTOR/ MANAGEMENT PLANNER 4 HOUR PERIOD</b>	\$ <u>340</u>
<b>UNIT PRICE #13: NY STATE DOL CERTIFIED ASBESTOS INSPECTOR 4 HOUR PERIOD</b>	\$ <u>340</u>

### 3.06 PAYMENTS

Unless indicated otherwise, payments for services shall be billed and payable on a monthly basis. All requests for payment (requisitions) **must include the following:**

1. Cover letter on the Consultant's letterhead with original signature requesting payment. This letter must indicate:

- a) YPS Contract No.
  - b) The Project Numbers being billed
  - c) Original contract amount
  - d) Contract amendments (if any) and revised contract amount
  - e) Requisition No.
  - f) The period of time covered by this requisition.
  - g) Invoice Numbers covered by this requisition.
  - h) Lists of attachments.
  - i) Summary of amount due for this requisition and amount left in contract.
2. Copy of Back-up receipts for reimbursables.
  3. Invoice(s) showing amount(s) due for each project.
  4. For Additional Work only: Time sheets signed by the employee being charged to the project counter-signed by his or her supervisor.