



December 14, 2020

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Emailed

Mr. John P. Carr, PE
Executive Director, School Facilities Management
Yonkers Public Schools
One Larkin Center – 3rd Floor
Yonkers, NY 10701

RE: YONKERS PUBLIC SCHOOLS
RFP No. 420-20-06
HVAC UPGRADES AT
SCHOLASTIC ACADEMY SCHOOL 18, SCHOOL 21 &
CASIMIR PULASKI SCHOOL 26

Dear Mr. Carr,

We are pleased to submit our proposal for engineering services related to the above referenced project. The scope of the project will be as per the RFP and as further detailed below:

I. SCHOLASTIC ACADEMY SCHOOL 18

NOT TO BE INCLUDED

HP
12/22/2020

- A. Remove existing original pin stack ventilation system components from the basement heat chambers. Replace with new energy recovery ventilation units in heat chambers and/or attic. Existing masonry supply and exhaust shafts will be utilized to the extent possible. New systems shall provide ventilation to all spaces in the building.
- B. New systems shall include provisions for future air conditioning of entire building.
- C. Office areas and server rooms shall be air conditioned as part of this project.
- D. Remove existing perimeter heating pipe loops and cast-iron radiators. Replace with fin tube radiation and enclosures.
- E. Existing hot water heating plant to remain as-is. Pumping/piping system shall be modified to suit new conditions.
- F. Existing fuel oil tank vault shall be upgraded with vault sealant, ventilation, and leak detection.
- G. All new systems shall include Andover DDC controls.
- H. GC work and asbestos abatement work shall be limited to work necessary to accommodate the HVAC work.
- I. Based on recent projects of similar scope the probable construction cost of this work is ~\$3,900,000 - \$4,100,000.



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II. SCHOOL 21

- A. Convert existing steam heating plant to hot water production. Remove existing steam equipment and piping. Remove existing steam-to-hot water heat exchangers and related pumps. Provide new hot water pumps and piping mains.
- B. Remove existing original pin stack ventilation system components from the basement heat chambers. Replace with new energy recovery ventilation units in heat chambers and/or attic. Existing masonry supply and exhaust shafts will be utilized to the extent possible as will recently installed exhaust systems. New systems shall provide ventilation to all spaces in the building.
- C. Certain areas of the building may require a Vertical Unit Ventilator (VUV) solution due to the difficulty of running ductwork within the more recent additions.
- D. New systems shall include provisions for future air conditioning of entire building.
- E. Office areas and server rooms shall be air conditioned as part of this project.
- F. Remove existing perimeter heating pipe loops and cast-iron radiators. Replace with fin tube radiation and enclosures.
- G. Existing fuel oil tank shall be removed and replaced. Consideration shall be given to locating the new tank within the building in the former heat chamber space. A new code compliant vault and tank would be constructed in this space if practical.
- H. All new systems shall include Andover DDC controls.
- I. GC work and asbestos abatement work shall be limited to work necessary to accommodate the HVAC work.
- J. Based on recent projects of similar scope the probable construction cost of this work is ~\$3,900,000 - \$4,100,000.

III. CASIMIR PULASKI SCHOOL 26

- A. Provide new HVAC systems to classrooms 28, 29, 31, 32, Art Room 25, Principal's Office, Main Office, Faculty Room, Nurse's Suite and Psychology 212.
- B. Provide new ventilation systems to the Cafeteria and Gymnasium. Existing systems shall be replaced in-kind with provision for future air conditioning.
- C. All new systems shall include Andover DDC controls. Recently installed stand-alone Andover controls shall be tied into the new controls.



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- D. GC work and asbestos abatement work shall be limited to work necessary to accommodate the HVAC work.
- E. Based on recent projects of similar scope the probable construction cost of this work is ~\$1,200,000 - \$1,350,000.

IV. PROPOSAL CONDITIONS

- A. Both parties agree that the Engineer shall not be responsible for the direction, supervision or control of the construction activities. The contractors are solely responsible for determining the construction means, methods, techniques, sequences and procedures employed during the work including all safety precautions.
- B. Services performed by the Engineer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

V. ARRANGEMENT OF FEE

- A. Per the attached RFP document. Fees based on the above listed scope.

Thank you for your consideration and the opportunity to be of service.

Very truly yours,

Laurence J. Barile, PE, LEED AP
President

CC: Mr. Lee Pavone – YPS SFM

Attachments: RFP 420-20-06 with Fee info filled out.
(3) Adelaide Asbestos survey, sampling, and testing letters.



**YONKERS
PUBLIC SCHOOLS**



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

One Larkin Center – 3rd floor
Yonkers, NY 10701
Phone: 914.376.8008

**Request for Proposal RFP No. 420-20-06
Architectural/Engineering Design Services**

**HVAC UPGRADES
AT
~~SCHOLASTIC ACADEMY SCHOOL 18~~
SCHOOL 21
CASIMIR PULASKI SCHOOL 26**

*NOT INCLUDED
HP
12/22/2020*

For Issue on November 30, 2020
Response Due Date: December 9 14, 2020 at 3:00 pm

This is a request for proposals (RFP) to perform Architectural/Engineering Services for the School Facilities Management Dept. (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

PART 1 - THE CONSULTANT'S RESPONSIBILITIES

1.01 BASIC SERVICES

The selected Architect or Engineer hereinafter referred to as the "Consultant", shall perform the normal architectural, structural, civil, mechanical and electrical engineering services as deemed necessary to insure a complete biddable and permitted design. All design shall be in accordance with all Federal, State (State Education Department, S.E.D.), County and local codes and regulations. The Consultant will complete, submit, and follow to approval all forms and paper processes required by the New York State Education Department from the LOI to project closeout including all Change Orders and Certificates of Substantial Completion (CSC).

The selected Architectural/Engineering Firm hereinafter referred to as the "Consultant", shall perform the scope of services as outlined in RFP-404 and Part 1.01 of this RFP.

1.02 PROJECT BUDGET

The project budget for each school is estimated to be \$4,500,000, \$3,500,000 and \$1,250,000 for School 18, 21 & 26 respectively, including soft costs. The consultant is to review the scope of work below and comment on the sufficiency of this sum in his/her response.

1.03 PROJECT SCOPE

The project will require the Consultant to provide designs for the upgrade of HVAC systems at the Scholastic Academy School 18 (PS-18), School 21 and Casmir Pulaski School 26 (PS-26). HVAC upgrades at each school shall be as follows:

PS-18 & 21

PS-18 NOT TO BE INCLUDED.

LP 12/22/2020

The Consultant shall provide designs for new HVAC systems for the entire school and shall included but not be limited to classrooms, offices, gymnasium, auditorium, cafeteria and non-occupied spaces requiring ventilation as required by the Mechanical Code.

HVAC upgrades shall include energy recovery, new HVAC controls and be capable of being upgraded to provide for future air conditioning. The consultant shall investigate different designs and recommendations based on cost of each design such as central units versus unitary unit ventilators. Systems may include a combination of central and or unitary systems. The consultant shall include upgrades to the building perimeter radiation, heating entrances and other non-occupied spaces subject to heat loss (Attic).

The Consultant shall provide a Study to upgrade the School's new HVAC systems with air conditioning, via central chiller plant, Variable Refrigerant Flow systems or other forms of air conditioning. Study shall report on architectural, structural, mechanical and electrical requirements, estimates and schematic design of recommended air conditioning systems.

Upgrades to the School's hot water boiler plant is not included in this scope of work however, the Consultant shall provide the designs necessary to convey, temper and control the hot water heating systems to the new HVAC equipment.

School 18: Consultant to include upgrading existing toilet exhaust systems.

School 21: Consultant shall include replacement of the 1960s underground fuel oil storage tank. The district would like to get the fuel oil storage tank relocated inside the building. The consultant shall also include tie in of new exhaust systems installed under the COVID19 Emergency HVAC Restoration Project into the Andover BMS.

PS-26

The Consultant shall provide HVAC designs for spaces which do not presently have ventilation and required to be occupied by YPS. These include but are not limited to the ground floor classrooms 28, 29, 31, 32 & Art Room 25; first floor Principal's Office, Main Office, Faculty and Nurses suite and second floor Psychology 212. These spaces shall include air conditioning and their HVAC systems shall include energy recovery. Consultant shall also include necessary fire alarm and PA upgrades.

The Consultant shall include upgrading the school's HVAC systems serving the cafeteria and gymnasium. New HVAC systems shall be capable of being upgraded to provide for future air conditioning.

The consultant shall also provide designs and specifications for upgrading the HVAC controls to Andover for existing and new HVAC equipment which may include but not be limited to boilers, pumps, unit ventilators, air handling unit, exhaust fans and fuel oil equipment.

1.04 ASBESTOS & HAZARDOUS MATERIALS ABATEMENT

The Consultant shall provide all labor and materials required to conduct pre-design environmental surveys of the appurtenant building features. This will include but is not limited to the cutting, sampling, testing and patching of roofing, flooring, masonry walls, caulking, insulation and other suspect materials. The Consultant will also include the design for the abatement of all hazardous materials affected by the scope of work outlined in this RFP. The cost for design, bidding and construction administration work is to be included as part of the Consultants Lump Sum Fee for Basic Services, see Table 3.01 and Part 3.01. The cost for asbestos surveys and sampling labor laboratory testing shall be compensated under the Additional Services & Reimbursable fee schedule, see Table 3.01 and Part 3.02.

1.05 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:

- 2015 Building Condition Survey.
- 2016 AHERA Asbestos Reports.
- Electronic (scanned) plans of the building.
- Basic floor plans on AutoCAD

1.06 DESIGN 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, sub-consultants, and SFMD.

Schematics Design Phase Review: Attendees shall include the Consultant, sub-consultants, and SFMD. The Consultant shall schedule, conduct and record a second meeting, on site with the SFMD, the School's Principal and Custodian.

Design Development Phase Reviews: Attendees shall include the Consultant, sub-consultants, and SFMD.

Construction Documents Phase Review: Attendees shall include the Consultant, SFMD and staff from the Buildings and Grounds section of the SFMD.

Contractor Pre-Award Meeting: Attendees shall include the Consultant, sub-consultants, SFMD and the apparent low bidder.

Pre-Construction Meetings: Two meetings shall be scheduled, back to back if possible. The first will include the Consultant, SFMD, B&G and the Contractor. The second shall include the school principal, custodian, local unions' representatives, and the Contractor.

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 3.03

Construction Progress Meetings: Job Meetings will be held every week during the prime construction season. Attendees are to include the Consultant, the Contractor, and the SFMD.

1.07 DELIVERABLES

All deliverables are to be transmitted in hardcopy and **electronically, in the programs with which they were created.** The contract documents, plans, specifications and other data are to become the property of the YPS. Hold harmless documentation shall be furnished upon request.

Unless indicated otherwise, for each Phase of the Design Process, excluding the Kick-Off, the Consultant shall furnish and deliver:

1. Minutes for each and every meeting held with the District.
2. Two (2) half size and full size sets of drawing plans.
3. Two (2) specification books.
4. Cost Estimates in Microsoft EXCEL in Phase appropriate detail.
5. For Construction Documents Phase and after: Electronic Bar Graph type Project Schedule including all major milestones and construction in EXCEL, Primavera or other acceptable means of scheduling projection.

6. For Construction Documents Phase and after electronic draft specifications which will include General Conditions, (supplied electronically by SFMD) Installation and Material Specifications for all trades, bid item sheets with proposed add alternates, etc.
7. All of the above in Electronic files in ADOBE.pdf.

1.08 PROJECT PHASES

There are five phases to this assignment: Kick-off to Schematic, Design Development, Construction Documents & SED Permit, Bidding & Negotiation and Construction Administration as further described:

1.08.01 KICK-OFF

The Consultant and SFMD shall review the above Project Milestones Dates and the times proposed for each task presented in Part 2.01 to set a firm project schedule. The Scope of Work shall be reviewed and set for inclusion in the Schematic Design. YPS will provide the Consultant with any and all drawings, files, condition surveys, maintenance histories, design reports or other pertinent information available. Pre-meeting site inspections by the Consultant are required and can be arranged through the SFMD. If it's not included on the list in 1.04 above, then it is not available.

1.08.02 SCHEMATIC DESIGN

Based on the mutually agreed upon program and project budget requirements determined in the Kick-Off Meeting, the Consultant will prepare the Schematic Design Documents consisting of drawings, reports and other documents illustrating the scale and relationship of the various project components, taking into consideration existing conditions and utilities, the YPS budget, design standards, any attachments to this RFP, and coordination with adjoining projects. The Consultant shall discuss and if so directed plan to undertake such exploratory work and survey as it deems necessary to insure a complete design.

Additional scope of work requested by the Principal or Head Custodian shall be presented to the SFMD for review.

The Consultant shall furnish structural, mechanical, electrical, chemical and other laboratory tests, inspections and reports as required for complete and accurate design. Unless indicated otherwise, the cost for this work is to be included in the sum proposed to complete Schematic Design, including the manufacturer's cut sheets for all major materials and equipment.

1.08.03 DESIGN DEVELOPMENT

Based on the approved Schematic Design Documents and any adjustments authorized by the YPS in the program or Project budget, the Consultant shall prepare Design Development Documents consisting of 95% complete plans, specifications and estimate. These shall establish the scope, and the size and character of the entire Project as to architectural, structural, civil, environmental (hazardous materials) mechanical and electrical systems/materials and such other elements as may be appropriate.

The plans will have a standard YPS cover sheet. The specifications will consist of general conditions and boiler plate bid sheets supplied to the Consultant by the YPS. *The Consultant is required to read, understand and comment on the efficacy of these documents.* NO changes are permitted without written agreement from the YPS.

The Consultant shall also be responsible for addressing Alternate Designs and Cost Estimates where the anticipated or requested design project costs exceed the YPS project budgets or where the Consultant can illustrate a more efficient design.

The Consultant shall submit manufacturer's submittal sheets for all revised proposed materials and equipment from the last submission.

1.08.04 CONSTRUCTION DOCUMENTS AND SED PERMIT

Based on the approved Design Development Documents the Consultant shall prepare and submit a building permit application package to the SED. Comments from the SED shall be transmitted to the YPS, incorporated into a revised building permit application as required and resubmitted to the SED for approval.

1.08.05 BIDDING AND NEGOTIATION

Upon issuance of the SED Building Permit and YPS acceptance of the FPS&E, the Consultant shall provide the following services to the YPS:

1. After Bids are opened submit two (2) full size sets of drawings and specifications and two (2) sets of half size drawings to the YPS for its records. Drawings shall be buck-bound and printed on white bond paper. Contract books shall be bound and include YPS milestone dates for Issuance, Pre-Bid Conference, Bid Opening, Construction Start/End and Duration. Documents shall include all issued Addenda. (Additional requests for printing of Plans and Specifications by YPS will be billed at direct cost with no mark up as a reimbursable.)
2. Assist in obtaining interested and qualified bidders.
3. Attend Pre-Bid Conference.
4. Be responsible for receiving, answering and recordkeeping of contractor Request for Information (RFI's). Upon completion of project the Consultant shall submit to the YPS an RFI log in chronological order.
5. Be responsible for addressing Addendums to cover responses to RFI's, where Design issues were overlooked and are considered to be part of the scope of work. The Consultant shall also be responsible for issuing Addendums for changes in scope of work requested by YPS. The request for additional work will be paid in accordance with Part 3, Paragraph 3.02 Compensation for Additional Services.

6. Perform an analysis of the low bid to determine if the bid is within an acceptable range and perform reference checks, pre-award interviews for determination of a Responsive Bidder. The Consultants sub-consultants shall attend contractor pre-award interviews.

**1.08.06 CONSTRUCTION ADMINISTRATION WITH A 3RD PARTY
CONSTRUCTION MANAGER.**

1. The Construction Phase will commence with the award of the contract to the Contractor and the issuance of a Notice to Proceed by the SFMD. It will end with the acceptance of the Certificates of Substantial Completion and issuance of all contract change orders to SED.
2. The Consultant's and Sub-Consultant shall visit the site on an average of four (4) times per month during peak construction periods and attend each and every progress meeting as scheduled by the CM. The site visits may coincide with the progress meetings but the designer will be required to perform detailed inspections of the work in progress at every site visit.
3. On the basis of such on-site observations, the Consultant shall keep the YPS and the CM informed of the progress and quality of the Work, and shall endeavor to guard the YPS against defects and deficiencies of the Work of the Contractors. The observance of progress, workmanship, on-site materials, deficiencies or defects shall be promptly reported weekly in writing to the YPS and Construction Manager (CM) and for issue to the Contractor by the CM.
4. The Consultant will be responsible for answering and recording contractor Request for Information (RFI's) through the CM.
5. The Consultant shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples including Color Schedules, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken in accordance with the Contract Documents regarding reasonable promptness so as to cause no delay per the Contract Specifications. The Consultant shall maintain the shop drawing submittal log.
6. The Consultant shall review the Operations and Maintenance Manual prepared by the Contractor in accordance with the manufacturer's recommendations.
7. The Consultant shall sign-off in approving Contractor payments and Change Orders. Consultant shall provide technical writing explaining in detail, the reason for each and every change order needed to complete the scope of work. Consultant will provide and execute all SED required submittal for Changer Orders.

to be included as part of the consultant's overhead, built into the Lump Sum Fee for Basic Services; however, it is to be broken out separately on the form below).

NEW!!!

The last 25% of the construction administration fee shall be withheld from Consultants payment until the all closeout documents and contractor final payments have been received and all NYSED certificates of substantial completion and change orders have been received by NYSED and YPS.

3.02 COMPENSATION FOR ADDITIONAL SERVICES AND REIMBURSABLES

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.

Unless indicated otherwise, all extraneous expense, such as labor for asbestos surveys and sampling and laboratory testing of environmentally hazardous materials, special inspections, additional printing or increase in deliverables beyond that listed elsewhere, incurred by the Consultant that are directly and solely required to complete the work in this proposal will be reimbursed by the YPS at direct costs. **No markup will be permitted.** Original receipts are required to receive reimbursement. Travel, lodging and meals will not be compensated **without prior written authorization** to do so by the YPS.

The Consultant shall include on separate letter head a proposal of unit prices for all required asbestos laboratory testing and asbestos survey and sampling labor rates.

Additional services and Reimbursable will be paid out of funds set aside solely for that purpose. These funds are to be used at the discretion of the YPS and are not to be considered part of the contract total.

Table 3.01				
RFP 420-20-06		PROPOSED PROGRESS SCHEDULE AND LUMP SUM FEES FOR BASIC SERVICES		
HVAC UPGRADES AT SCHOOLS		PS-18 (A)	PS-21 (B)	PS-26 (C)
PROJECT PHASE	DURATION (Weeks)	FEE	FEE	FEE
Kick-off	1	\$15,000	\$15,000	\$5,000
Schematic Design	4	\$45,000	\$45,000	\$15,000
Design Development	4	\$45,000	\$45,000	\$15,000

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12/22/2020
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8. The Consultant will perform a detailed inspection of the contractors completed Work and provide a detailed report (punch list) of deficiencies to be corrected to the CM and to the YPS and revisit and re-inspect to confirm that punch list items are corrected and completed.
9. The Consultant shall participate in the commissioning of the Work, witness the Contractors' final testing and start-up of all utilities, operational systems and equipment in accordance with the plans and specifications.
10. The Consultant will complete, submit, and follow to approval all forms and paper processes required by the SED, from the LOI to project closeout including all Change Orders.
11. The Consultant shall perform an evaluation of the Contractor's performance in accordance with Article 49 of the School Facilities Management Contract Manual and Specifications.
12. The Consultant's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is approved by the YPS, or in the absence of a final Certificate for Payment or of such due date, sixty (60) days after the Date of Completion of the Work, whichever occurs first.

1.09 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.

PART 2 – GENERAL SUBMISSION REQUIREMENTS AND FORMAT

2.01 RFP/CONTRACT AWARD TIMETABLE (ANTICIPATED)*

Issuance Date:	November 30, 2020
Pre-Response Conference:	December 3, 2020 at 10:00 am Zoom Meeting
Questions cut-off date:	Not Applicable
Response Due Date:	December 9 at 3:00 pm December 9 at 3:00 pm
BOE Approval:	January 2020

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: (Reminder: All printing required at various Phases is

SED Submission & Construction Documents	19	\$105,000	\$105,000	\$35,000
Bidding and Negotiation	5	\$15,000	\$15,000	\$5,000
Construction Administration	70	\$75,000	\$75,000	\$25,000
Additional Services Reimbursables		\$25,000	\$25,000	\$15,000
TOTALS	103	\$325,000	\$325,000	\$115,000

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TOTAL SUM OF THIS PROPOSAL (A+B+C) ~~\$700,000~~ + \$65,000 for Add. Svcs & Reimb.

$\$400,000 + \$40,000 = \$440,000.00$

Laurence J. Barile, PE for Barile Gallagher Associates CE, PC Architect or Engineer
(printed name of proposer)

3.03 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 submitted previously.

3.04 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) Lists of attachments.
 - g) Summary of amount due for this requisition and amount left in contract.
2. Back-up receipts for reimbursables.
3. Invoice(s) showing amount(s) due for each project.
4. For Additional Work only and Asbestos Surveys: Payroll reports showing employee(s) being charged to the project.

NEW

The last 25% of the construction administration fee shall be withheld from Consultants payment until the all closeout documents and contractor final payments have been received and all NYSED certificates of substantial completion and change orders have been received by NYSED and YPS.



1511 Route 22, Suite C24
Brewster, NY 10509 845.278.7710
90 State Street, Suite 700
Albany, NY 12207 518.874.0617
1967 Wehrle Drive, Suite One
Buffalo, NY 14221 716.402.4580
E-mail: adelaidemail@adelaidellc.com
Fax: 845.278.7750

December 9, 2020

Via email

Laurence Barile, PE, LEED AP
Barile Gallagher & Associates
39 Marble Avenue, 2nd Floor
Pleasantville, NY 10570

PS-18
N.I.C.
12/22/2020

Re: Yonkers PS 18 – 77 Park Hill Avenue Yonkers, New York 10701
Hazardous Materials Inspection and Design Services – Unit Ventilators

Dear Mr. Barile:

Adelaide is pleased to provide you with this proposal for asbestos inspection and design services at the above referenced property per the drawings provided to our office on December 9, 2020. Adelaide will perform the inspection, based on our contract pricing, according to all federal, state and local regulations.

Asbestos Testing Services:

Adelaide will charge **\$1,300.00** 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 |
| - PCB in Caulk | \$85.00/Sample |
| - Lead XRF | included in labor price |
| - Final Report Preparation | \$500.00/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 **\$6,960.00 (labor is separate from this price)**. This estimate includes 102 PLM, 68 PLM NOB & TEM NOB and 6 PCB 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.



PS-18
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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.

Hazardous Materials Project Design:

- Abatement Project Design - **\$6,250.00**. Drawings - Adelaide will prepare asbestos and PCB abatement specification sections, a lead safe work practices specification section and prepare asbestos abatement drawings. 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. If a NYS variance is needed for any work areas this will need a separate proposal as it is not included in this design fee.
- 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.

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 either party, the breaching party shall be responsible for any and all reasonable attorneys' fees, collection fees and the costs of the other party's 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.

PS - 13
N.I.C.
WP
12/22/2020



PS-18
N.I.C.
LP
12/22/2020

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.

Sincerely,
John Soter
Senior Vice-President

Accepted by:

Authorized Representative Date



1511 Route 22, Suite C24
Brewster, NY 10509 845.278.7710

90 State Street, Suite 700
Albany, NY 12207 518.874.0617

1967 Wehrle Drive, Suite One
Buffalo, NY 14221 716.402.4580

E-mail: adelaidemail@adelaidellc.com
Fax: 845.278.7750

December 9, 2020

Via email

Laurence Barile, PE, LEED AP
Barile Gallagher & Associates
39 Marble Avenue, 2nd Floor
Pleasantville, NY 10570

Re: Yonkers PS 21 – 100 Lee Avenue Yonkers, New York 10705
Hazardous Materials Inspection and Design Services – Unit Ventilators

Dear Mr. Barile:

Adelaide is pleased to provide you with this proposal for asbestos inspection and design services at the above referenced property per the drawings provided to our office on December 9, 2020. Adelaide will perform the inspection, based on our contract pricing, according to all federal, state and local regulations.

Asbestos Testing Services:

Adelaide will charge **\$1,300.00** 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 |
| - PCB in Caulk | \$85.00/Sample |
| - Lead XRF | included in labor price |
| - Final Report Preparation | \$500.00/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 **\$6,390.00** (**labor is separate from this price**). This estimate includes 90 PLM, 62 PLM NOB & TEM NOB and 6 PCB 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.



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.

Hazardous Materials Project Design:

- Abatement Project Design - **\$6,250.00**. Drawings - Adelaide will prepare asbestos and PCB abatement specification sections, a lead safe work practices specification section and prepare asbestos abatement drawings. 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. If a NYS variance is needed for any work areas this will need a separate proposal as it is not included in this design fee.
- 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.

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 either party, the breaching party shall be responsible for any and all reasonable attorneys' fees, collection fees and the costs of the other party's incident to any action brought to enforce the terms of the Agreement.

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Via email

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39 Marble Avenue, 2nd Floor
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The **estimated** reimbursable amount total for sample analysis will be approximately **\$5,210.00 (labor is separate from this price)**. This estimate includes 72 PLM, 48 PLM NOB & TEM NOB and 6 PCB 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.



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Authorized Representative

Date

