



SPECTRUM

Environmental Associates, Inc.
"EXCEEDING OUR CLIENTS EXPECTATIONS OF EXCELLENCE"

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January 18, 2021

Alten Project Solutions
Mr. Jean-Claude Alten
Alten.jc@gmail.com
518-929-3525

RE: **Proposal for Asbestos, Lead, Mold and Energy Audit
Woodstock Library, 5 Library Lane, Woodstock, NY**

Dear JC:

Spectrum Environmental Associates, Inc. (Spectrum) appreciates the opportunity to provide you with a proposal to perform environmental services as requested. Based on the site visit on January 7 and the scope of work we discussed, I have prepared the following proposal for your consideration.

SCOPE OF SERVICES – Asbestos, Lead, Mold and Energy Audit

Asbestos:

- Spectrum will meet with the client/authorized representative to review any previous reports provided and perform the necessary additional asbestos testing to be in compliance with State and Federal regulations it facilitate renovation or demolition activities.
- Spectrum shall provide an EPA and NYS DOL Certified Asbestos Inspector(s) to perform the inspection in accordance with NYS Code Rule 56-5.1. Spectrum will follow the sampling protocol outlined by the EPA, OSHA, and the NYSDOL in its guidance document. At a minimum, for each material/layer, the following protocol will be followed:
 - Surfacing materials (i.e. Plaster, Fireproofing) – 3, 5 or 7 based on square ft.
 - Thermal System Insulation (i.e. Piping, Fittings, Boilers) – 3 of each
 - Miscellaneous (i.e. Roofing, Flooring, Caulk/Glazing, Sheetrock, Ceiling Tile, Mastic, Transite) – minimum of 2 each
- Spectrum will provide all required sampling equipment and media to collect suspect asbestos containing material (ACM) samples.
- Spectrum shall have the samples analyzed by an independent NYS-ELAP approved laboratory. Turn-around time for analysis will be 5 days.
- **If vermiculite containing materials (ie: plaster, fire proofing) are identified by the laboratory under PLM analysis, additional sampling may be required under the new NYSDOH ELAP guidelines (May 2016). Spectrum shall review the needed sampling and associated costs on a case by case basis for approval. Loose fill vermiculite is still considered an assumed ACM and testing is not acceptable per NYS DOH ELAP.**
- Spectrum shall provide a final written report in accordance with ICR 56-5 which will include laboratory results, locations, condition, and quantities of all identified ACM. Non scale maps and/or photographs may be used to identify the location of ACM.

Lead:

- Spectrum will review the Lead Based Paint (LBP) requirements for this project and sample for lead as needed to meet the requirements.
- Spectrum shall provide an EPA Certified Lead Inspector(s) to perform the inspection in accordance with EPA regulations. Spectrum will follow the sampling protocol outlined by the EPA and OSHA.

Environmental Consulting & Management Services • Health & Safety Training • Laboratory Services

Board
Approval
1/21/21
JK HK

- Spectrum will provide all required sampling equipment (XRF) and media to collect lead based paint samples. Lead in water will not be part of this scope.
- Spectrum shall have samples (if needed) analyzed by an independent NYS-ELAP approved laboratory. Turn-around time for analysis will be 5 days.
- Spectrum shall provide a final written report which will include laboratory results, locations, condition, and quantities of all identified lead. Non scale maps and/or photographs may be used to identify the location of LBP.

Mold

- Spectrum shall provide an NYS Certified Mold Assessor to perform a mold inspection to look for visible signs of mold and other indoor quality issues. If necessary the assessor will collect samples and/or provide a final report with findings and recommendations. A work plan for mold remediation is not part of this scope of work.

Energy Audit

- Spectrum will have an energy audit performed in accordance with Building Performance Institute standards including:
 - A combustion appliance safety inspection
 - Thermographic imaging of exterior walls
 - Blower door test
 - A whole-building examination to determine the locations and extent of air leakage and heat loss.

The energy audit is for data collection purposes only, and does not include energy modeling or "upselling" of any product or service.

SITE REQUIREMENTS

- Spectrum will request copies of any as built drawings to use for identifying hazardous materials.
- Client shall provide access and allow use of the site as needed to perform the scope of work in accordance with all state and federal regulations. All areas of the building must be accessible and free of excessive items and debris to Spectrum's sole judgment.
- Inaccessible areas will be noted and reviewed with the client to determine if access can be made. Suspect ACM or other regulated materials located in inaccessible areas will be noted in accordance with applicable regulations until proper sampling can be performed. Spectrum will not perform extensive demolition activities to access suspect areas.
- In areas where building materials have deteriorated and homogeneity cannot be determined (ie. significant damage/collapse or fire damaged areas), the NYS DOL requires building materials in these areas to be assumed as asbestos containing.
- If access is restricted, requires specialized equipment or large ladders/lifts, Spectrum will coordinate with the client to sample those areas when access is made available. Additional costs may apply.
- **Spectrum will patch roof sample locations but does not warranty against leaks.** Owner should provide a roofing contractor to provide proper patching if needed. Spectrum will coordinate its sampling with the contractor if applicable.

FEE SCHEDULE

Spectrum's policy is not to perform inspections on a fixed fee schedule for two reasons. First, there is no way to know exactly how many suspect materials are present in a property without performing an actual inspection and document review. Even if a walk-through inspection is performed as part of the bidding

process, there are areas that are inaccessible (i.e. chase ways, roofs) or where multiple layers may exist (i.e. flooring, ceilings). NYS and the EPA have strict regulations that govern inspections and require all suspect materials to be tested or assumed positive.

Secondly, in New York State, the Department of Health Environmental Laboratory Approval Program (ELAP) requires that non-friable organically bound (NOB) asbestos samples containing <1% asbestos as determined by PLM analysis be analyzed by TEM to confirm the result. Examples of PLM-NOB materials are roofing, floor tile and mastic and ceiling tile (effective 4/2011). There is no way to predict how many PLM-NOB samples will need TEM confirmations until the samples are analyzed in the laboratory.

Regarding lead and mold sampling results, the mitigation of these materials may be dependent on the scope of work being proposed and will have to be addressed in conjunction with planned renovation work.

Spectrum has provided the following estimated cost for your consideration. The actual final cost will be based on the unit pricing provided below, the final scope of work and the actual number of samples analyzed. Analysis will be on a first positive stop as appropriate. We will work closely with you to manage this project and minimize the cost as much as possible.

Spectrum has based its pricing on similar commercial properties of similar scope and size.

Item	Unit Cost	Total Cost
Asbestos Inspection	\$960.00	\$960.00
PLM friable analysis – 16 (estimated)	\$15.00 each	\$240.00
PLM NOB sample Prep – 40 (estimated)	\$15.00 each	\$600.00
PLM NOB sample analysis – 40 (estimated)	\$15.00 each	\$600.00
TEM analysis of negative NOB samples – 40 (estimated - assuming all NOB's are negative)	\$40.00 each	\$1,600.00
PLM – Method 198.8 (Vermiculite)	\$595.00 each	TBD
Lead Paint Inspection – with XRF unit	\$900.00 per day	\$900.00
Lead Chip Analysis (if needed)	\$25.00 each	TBD
Mold Inspection	\$750.00	\$750.00
Mold Samples (if needed)	\$95.00 each	TBD
Energy Audit	\$900.00	\$900.00
Expenses – Travel/Shipping/Sampling Media	\$600.00	\$600.00
Reports/Admin Fee	\$750.00	\$750.00
ESTIMATED TOTAL		\$6,300.00 to \$7,900.00

Spectrum's goal is to ensure all suspect regulated materials within our scope are identified in its report. This allows the building owner, construction manager and contractors to properly assess their liability and insure compliance with applicable state and federal regulations regarding the disturbance of and exposure to these hazardous materials. Our report will provide a solid basis for proceeding with proper design and execution of the project.

Spectrum Environmental Associates would like to thank you for the opportunity to present our proposal for asbestos consulting services. If you have any questions regarding our proposal or pricing, please feel free to contact me at 518-346-6374 or wmassmann@4spectrum.com. If this proposal is acceptable, please sign and return it to Spectrum intact.

PROPOSAL ACCEPTANCE AGREEMENT AND PAYMENT TERMS:

1. Proposal shall remain valid for sixty (60) days from date prepared.
2. **An executed copy of this proposal must be received prior to field work being performed.**
3. Spectrum accepts checks and all major credit cards. Return Check Fee - \$35.00.
4. Client agrees to pay Spectrum for all work performed, upon presentation of invoice, the sum(s) stipulated in the attached proposal. The Client's obligation to pay is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or on the Client's successful completion of the project.
5. Invoices not paid within thirty (30) days of invoice date are subject to a 1-1/2% per month late payment fee. In suit to collect fees under this agreement, the client agrees to pay all of Spectrum's collection costs, court costs, interest, and reasonable attorney's fee.
6. In the event any invoice is not paid within thirty (30) days, Spectrum reserves the right to suspend services under this contract.
7. Client agrees to indemnify and defend Spectrum from any liability, loss cost or expense in connection with the Services, including attorney's fees, claimed for property damage, bodily injury, including death, or other injury or loss except such as is caused solely by the negligence or willful misconduct of Spectrum, its employees, or agents.
8. Spectrum carries the appropriate insurance, including workers compensation, for the type of work it performs. A certificate of insurance is available upon request at the start of the project. Any limit or coverage changes requested will result in an additional charge billed for any cost incurred by Spectrum.
9. Spectrum shall not commence work on this project until an executed copy of this agreement has been received (including deposit if applicable) and approved.
10. This agreement represents the entire agreement between the parties and may not be altered except in writing signed by both parties.

Acceptance

Respectfully Submitted,



William L. Massmann
President

Jessica A. Kerr
Name:
Jessica C. Kerr
Signature: