



Energy & Environment, LLC  
6443 Ridings Road, Suite 134  
Syracuse, New York 13206

315 569 2139 tel  
[sean.hart@energyandenvironment.net](mailto:sean.hart@energyandenvironment.net)

June 23, 2023

Ms. Janice Rideout  
School Business Manager  
Bainbridge-Guilford Central School District  
18 Juliand Street  
Bainbridge, New York 13733

c/o Mr. Michael James  
Senior Project Manager  
King & King Architects  
358 West Jefferson Street  
Syracuse, New York 13202

**Re: Bainbridge-Guilford Central School District  
2022 Capital Improvement Project, Phase 1 (K&K #23 44 7906)  
P23-062 - Proposal for Hazardous Materials Testing Services**

Dear Ms. Rideout:

Energy & Environment, LLC (E&E) is pleased to provide this proposal to perform Asbestos, PCB's in exterior window caulk and Lead-Based paint testing services related to the upcoming 2022 Capital Improvement Project at the Bainbridge-Guilford Central School District (District). Our proposal has been developed in response to the request made by King & King Architects (KKA). Our understanding of the project and scope of work is based on the Project Scope and Budget Summary dated *February 16, 2023*, provided by KKA, and subsequent correspondence. This proposal discusses our understanding of the project, scope of services, schedule and fees.

### **Project Understanding**

It is our understanding that the District is planning limited upgrades/renovations to the District's facilities listed below. The following scope items have been identified as needing further investigation related to the potential presence of regulated building materials.

#### **Junior Senior High School**

- JSHS-14 – Exterior Door Replacement;
- JSHS-22 – R&R of Men's Locker Room Ceiling;
- JSHS-39 – Kitchen Ceiling Replacement;
- JSHS-45 – Auditorium House Lighting Replacement; and
- JSHS-49 – Server Room Air Conditioning.

#### **Technology / Storage Annex**

- ANNEX-03 – Replace Air Handling Units.

#### **Greenlawn Elementary School**

- GRNL-19 – Tennis Court Reconstruction;

- GRNL-24 – Corridor Locker Replacement.

### **Guilford Elementary School**

- GLFD-20 – Main Office Carpet Replacement;
- GLFD-21 – Pre-K Ceiling Abatement
- GLFD-22 – Exterior Door Replacement;
- GLFD-25 – Kitchen Renovations
- GLFD-28 – Kitchen Ventilation; and
- GLFD-34 – Piping Replacement.

E&E will utilize existing survey data and the District's last AHERA Triennial Report for the facility to minimize repetitive sampling and analyses. The District shall provide the last AHERA Triennial report and any other available documentation for each facility prior to the scheduled time of the survey so we have time to review it accordingly.

### **Scope of Work**

As requested, E&E will provide sampling and analyses and/or assessment of Asbestos Containing Materials (ACM), Lead Based Paint (LBP), and Polychlorinated Byphenols (PCBs) which may currently exist within areas of the buildings affected by planned renovation. We request that safe and ready access to all areas requiring sampling will be provided by the Owner.

E&E will utilize existing survey data and the Owner's existing asbestos survey reports to minimize repetitive sampling and analyses. The Owner will provide copies of the reports currently available for this purpose. Existing survey data will be reviewed for applicability and data utilized accordingly. Confirmation sampling may be performed on materials in question, or data for which is not valid under current regulatory requirements. Sample locations will not be repaired to match existing finishes. Roof work is anticipated to be limited to skylight replacements; we do not foresee the need to employ a roofer to conduct roof coring as part of this investigation. Should roof coring be desired, E&E will coordinate roof coring and repair with the District's preferred roofing contractor. We have not included pricing for roof coring/repair in our fees.

A final inspection report will be provided which will include E&E's personnel certifications and company licenses, a summary of the sampling conducted, floor plan drawings depicting sample locations and identified hazardous materials, a summary of the identified hazardous materials in a tabular format, laboratory reports and sample chain of custody forms. We will provide comprehensive survey reports which comply with New York State Education Department (NYSED) and Department of Labor (NYSDOL) regulation requirements for *Pre-Demolition Asbestos Surveys*.

All analytical services will be provided based on the unit prices in the fee section of this proposal. Labor costs and reporting associated with the testing is included in the pre-renovation testing fees. Sampling will be limited to the areas identified above. Any additional areas requested for testing will be conducted at the unit prices provided on our fee schedule. PCB's analyses will be limited to caulking applications impacted by planned exterior window renovation work, as per NYSED.

E&E maintains the following insurance: Commercial General Liability \$1M/\$5M, Automobile Liability \$1M, Pollution/Professional Liability \$1M/\$2M and Workers Compensation in accordance with statutory limits. Upon contract award, E&E will furnish a certificate of insurance naming the District and TAE as additional insured.

**Schedule**

E&E will initiate pre-planning & testing services immediately upon receiving written authorization. Testing services will likely be performed during off hours and/or school recess to minimize disruptions to the school's activities. Draft survey reports will be provided within 3 weeks of the start of field work.

**Fees**

E&E's fee for the services defined in this proposal are provided below and are based on the assumptions to follow and the attached General Conditions. We have broken out costs for conducting a Lead Based Paint investigation in all renovation areas. We will bill on a lump sum basis for labor and associated expenses, and additional unit rates for actual samples collected and analyzed.

**Table 1 – Anticipated Fee Schedule**

<b>Environmental Services</b>	<b>Fee</b>	<b>Fee Type</b>
Pre-Renovation Hazardous Material Survey & Reporting – Capital Project (not including Lead based Paint)	\$4,900.00	Lump Sum <i>(Includes labor and travel expenses. All sample analyses and equipment rental will be conducted at the unit prices in Table 2)</i>
Lead Based Paint Inspector/Risk Assessor	\$ 950.00	

**Table 2 - Unit Price Schedule**

<b>Additional Bulk Samples Analysis</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>
Polarized Light Microscopy (PLM) For Friable Materials, 5-Day Turn-Around Time	\$13.00	Per Sample Estimated Quantity: 30 Samples
Polarized Light Microscopy (PLM) For Non-Friable Materials, 5-Day Turn-Around Time	\$21.00	Per Sample Estimated Quantity: 38 Samples
Transmission Electron Microscopy (TEM) For Non-Friable Materials, 5-Day Turn-Around Time	\$38.00	Per Sample Estimated Quantity: 38 Samples
Polychlorinated biphenyls (PCBs) in Exterior Window Caulk Analyses 5-Day Turn-Around Time	\$110.00	Per Sample Estimated Quantity: 6 Samples
Vermiculite Analyses (DOH 198.8) 10-Day Turn-Around Time	\$345.00	Per Sample NONE ANTICIPATED
Lead Based Paint (LBP) Testing via X-ray fluorescence (XRF) Analyzer	\$850.00	Per Day Estimated Quantity: 1 Day

<b>Unit Rates for Additional Labor and Expenses for Services Requested outside of Current Scope</b>		
NYS DOL Certified Asbestos Building Inspector	\$75.00	Hourly rate for work outside of current scope.
Building Inspector/Lead Risk Assessor	\$90.00	Hourly rate for work outside of current scope.
Travel Expenses – Mileage, Tolls, Etc.	Cost +10%	For work requested outside of current scope.

Based on our estimated sample types and quantities, we estimate that this work will not exceed \$8,192.00 for the Asbestos & PCB investigation. The Lead Based Paint inspection is estimated to not exceed \$1,800.00.

**Assumptions**

1. Electronic versions of base plan drawings in .dwg format will be provided to E&E to facilitate the work.
2. E&E will provide a Certificate of Insurance, naming the District as certificate holder/additional insured.
3. Invoices will be addressed to the owner but sent to KKA for review and approval.

We look forward to working with you on this project. Please contact us with any questions or concerns regarding this proposal at 315-569-2139.

Sincerely,  
**Energy & Environment, LLC**



Sean M. Hart  
Managing Partner  
[sean.hart@energyandenvironment.net](mailto:sean.hart@energyandenvironment.net)

Attachments: Authorization to Proceed  
E&E General Conditions

**Authorization to Proceed**

This proposal along with the attached General Conditions represents the entire agreement between Bainbridge-Guilford Central School District and Energy and Environment, LLC and may be modified only in writing with the approval from both Bainbridge-Guilford Central School District and Energy and Environment, LLC.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2023.

Bainbridge-Guilford Central School District

By: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Print Name / Title

**1. ACCESS.** Client grants or shall obtain for Energy & Environment, LLC("E&E") and its subcontractors authority to enter the property upon which E&E's Services are to be performed ("Site"), at Client's expense.

**2. CLIENT INFORMATION.** Client understands that E&E is relying upon the completeness and accuracy of information supplied to it by Client and others in connection with the Services without independent verification. Client agrees to advise E&E of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services to be performed hereunder.

**3. STANDARD OF SERVICES AND WARRANTY.** E&E agrees to perform its services as described in the applicable Proposal ("Services") in accordance with generally accepted engineering and construction standards, and scientific practices in effect and utilized by environmental firms in the United States at the time the Services are rendered. The Services may involve the use of tests, calculations, analysis and procedures which are in a state of change and refinement. Client recognizes that projects involving hazardous waste sites may not perform as anticipated even though the Services are performed in accordance with the required level of care. Given the difficulty in predicting the environmental condition of a site based upon limited sampling and investigative activity, Client recognizes that any statements, opinions and conclusions contained in reports and other documents prepared and/or issued by E&E are only meant to give approximations of the environmental condition of the Site limited to the particular contaminant(s) and/or environmental issues actually targeted by E&E's investigation and the portions of the Site actually investigated, sampled or tested by E&E. E&E shall, for the protection of Client, request from all vendors and subcontractors from which E&E procures equipment, materials or services, guarantees which will be made available to Client to the full extent of the terms thereof. E&E's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to Client in enforcing the same. Subject to Section 13, E&E warrants that, if any of its completed Services fail to conform to the above standard, E&E will, at its expense and provided E&E is notified of such defective Services within one year of the completion of the Services, either perform corrective Services of the type originally performed as may be required to correct such defective Services or refund to Client the amount paid to E&E for the defective Services. Except as provided in this Section, E&E makes no other warranty, express or implied, and shall have no other liability to Client for defective Services, whether caused by error, omission, negligence or otherwise.

**4. CONFIDENTIALITY.** "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either party discloses Confidential Information to the other party in connection with this contract (excluding E&E's Work Product that is delivered to Client or others hereunder), the party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of ten (10) years from the date of disclosure. These restrictions shall not apply to information that (i) the parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving party; (iii) the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by law or court order. Client agrees that E&E may use and publish Client's name and a general description of the Services provided to Client in describing E&E's experience and qualifications to other clients and potential clients.

**5. WORK PRODUCT.** "Work Product" consists of all reports, notes, laboratory test data and other information prepared by E&E for delivery to Client. Client shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided. Client may release the Work Product to third parties at its sole risk and discretion; provided, however, E&E shall not be liable for any claims or damages resulting from or connected with such release or any third party's use of the Work Product, and Client shall indemnify, defend and hold E&E harmless from any and all such claims or damages.

**6. INSURANCE.** E&E shall maintain Workers' Compensation and Employer's Liability insurance in accordance with requirements of the state in which the Services are being performed, Commercial General Liability insurance with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, Automobile Liability insurance including owned and hired vehicles with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, and Professional Liability (errors and omissions) insurance with a limit of \$1,000,000 per claim and in the aggregate.

**7. INDEMNITY.** E&E shall indemnify, defend and hold harmless Client, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of E&E. Client shall indemnify, defend and hold harmless E&E, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of this Agreement to the extent caused by the negligence or willful misconduct of Client.

**8. PAYMENT & CHANGES.** Invoices will be issued monthly or twice per month at E&E's discretion, itemizing the staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at E&E's discretion. Copies of supporting documentation will be provided upon Client's request and at Client's expense, to include associated labor and copying costs. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due within thirty (30) days of invoice date. Notwithstanding any other provisions of the Agreement to the contrary, E&E shall be entitled to additional compensation for work in the event that E&E experiences any increases in costs due to changes in E&E's scope of work from that included in E&E's original proposal or for additional work requested by client or changes in the manner or method of performance of work or due to changes in schedule or circumstances not solely caused by

E&E. E&E shall be compensated for all such additional work either (1) as previously agreed in writing by the parties; or (2) on a time and materials basis in accordance with E&E's then current standard commercial rates.

**9. REMEDIES.** Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the Services, including without limitation, loss of profits, loss of opportunity, loss of production, or loss of use. Any protection or limitation against liability for any losses or damages afforded any individual or entity by these General Conditions shall apply whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived.

**10. ENVIRONMENTAL CONDITIONS.** Client shall provide (or cause the Site owner to provide) E&E with the identity and location of all subsurface facilities and obstructions on the Site. Client agrees to waive any claims against E&E and to indemnify, defend and hold E&E harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by Client or others. Client assumes responsibility for air, subsurface and/or ground pollution and environmental impairment from toxic substances or hazardous materials existing at the Site and shall indemnify and defend E&E from any claims, demands and causes of action of third parties related thereto, except where such claims, demands and causes of action are caused by the sole negligence or willful misconduct of E&E; it being the intention of the Client to assume any liability alleged to have resulted from E&E's joint or concurrent negligence.

**11. INDEPENDENT CONTRACTOR.** E&E's Services are performed as an independent contractor.

**12. FORCE MAJEURE.** E&E shall have no liability for any failure to perform or delay in performance of the Services caused by circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, acts of terrorism, disease, floods, fires, explosion, acts of nature, acts of government, labor disturbances, acts of Client or Client's other subcontractors and/or contractors, delays in transportation or inability to obtain material or equipment.

**13. LIMITATIONS OF LIABILITY.** To the greatest extent allowed by law, Client agrees that E&E's aggregate liability to Client and others for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement, the Services or the Site, shall be limited to the lesser of \$50,000 or the total amount of compensation received by E&E hereunder. The parties agree that in any dispute over the terms of this Agreement or any issue arising under this Agreement, they will make a good faith effort to resolve the matter without litigation. Such efforts shall include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. The parties agree that before either party commences an action against the other party, they will consider the use of alternate forms of dispute resolution, including mediation (or arbitration if both parties agree to arbitrate the dispute). Pending the outcome of such dispute resolution, both parties shall take immediate steps to mitigate any damages. Until such time as the dispute is resolved, E&E reserves the right to suspend its Services hereunder and shall so timely notify Company.

**14. OWNERSHIP OF WASTE.** "Pre-Existing Waste" is any hazardous or non-hazardous wastes, substances or materials existing on the Site prior to the date that the Services are initiated. Upon request, E&E shall assist Client in the proper handling, storage, transportation and/or disposal of the Pre-Existing Waste in accordance with all applicable federal, state and local laws and regulations. Client shall provide appropriate disposal identification numbers, select the disposal site(s) and sign all required manifests, disposal contracts and other documentation necessary to allow E&E to complete the Services in a timely manner. Client agrees to look solely to the disposal facility and/or transportation concern for any damages arising from improper transportation or disposal of the Pre-Existing Waste. In no event shall E&E take title to or be liable for disposal or remediation costs associated with Pre-Existing Wastes. Any samples obtained pursuant to the Services are to remain property of the Client.

**15. ENTIRE AGREEMENT.** The terms of this Agreement shall be deemed accepted by Client at the earlier of (1) E&E's initiation of Services at the verbal or written direction of Client or (2) Client's written agreement to be bound by these terms. This Agreement constitutes the entire understanding between the parties. Any waiver, modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative of E&E. E&E hereby objects to any terms contained in any prior or subsequent purchase orders, work orders, invoices, acknowledgement forms, manifests, requests for proposals or other documents received from the Client that would otherwise have the effect of modifying or abrogating these General Conditions in whole or in part. If any portion of this contract is held invalid or unenforceable, any remaining portion shall continue in full force and effect. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or E&E. There shall be no assignment of the rights or obligations contained in this contract by either party and any such assignment shall be null and void. Either party may terminate this Agreement by giving the other party seven (7) days written notice. Termination of this Agreement or the Services for any reason shall not affect or minimize the respective rights, obligations and limitations of liability contained herein, specifically, but not by way of limitation, Sections 3, 6, 7, 9, 10, 13 & 14 shall survive termination, completion and/or expiration of this Agreement. The construction, interpretation and performance of this Agreement and all transactions relating thereto shall be governed by the laws of the state in which the E&E office that issued the proposal is located. Any notices issued hereunder shall be delivered by first class mail to the addresses listed for the parties in the Proposal.