



ARCHITECTURE
ENGINEERING
ENVIRONMENTAL
LAND SURVEYING

March 6, 2018

Ms. Connie Snider, Town Supervisor
Town of Fine
4078 State Highway 3
Star Lake, NY 13690
315.848.3121
Sent via email: tmcdonald@danc.org

Edward G. Olley, Jr., AIA
Patrick J. Scordo, PE
Ryan G. Churchill, PE
Scott W. Soules, AIA
Brandy W. Lucas, MBA
Hayward B. Arthur III, MPS, IE
Howard P. Lyndaker III, PLS

Gregory F. Ashley, PLS
Thomas H. Ross

Re: Lead Based Paint Inspection & Asbestos Consulting Services
Pre-Demo Full Survey Including Roof
Town of Fine Golf Course Clubhouse
4173 Main Street, Star Lake, NY 13690

In Consultation
Leo F. Gozalkowski, PLS
Stephen W. Yaussi, AIA

Dear Ms. Snider:

Thank you for the opportunity to provide professional environmental services in preparation for your upcoming project. GYMO is prepared to perform an asbestos survey on the structure at 4173 Main Street, Star Lake, NY. The proposed asbestos survey will be completed in compliance with NYS ICR 56. Samples of suspect asbestos containing materials collected during the survey will be analyzed by an ELAP certified laboratory, using methods 198.1 for friable materials and 198.6 & 198.4 for non-friable organically bound (NOB) materials. The samples will be submitted with a one (1) week turnaround time, unless RUSH requested. Upon receipt of the analytical results, a report will be generated detailing our findings.

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|---|-------------|
| Lead Based Paint Inspection | \$ 250.00 |
| Asbestos Building Inspector (labor) | \$ 600.00 |
| Lab Fees: | |
| NOB materials (20 samples @ \$55.00/sample) | \$ 1,100.00 |
| Friable materials (20 samples @ \$10.00/sample) | \$ 200.00 |
| Freight | \$ 25.00 |
| Final report generation | \$ 215.00 |

Total Estimated Proposal \$ 2,390.00

The quantities stated above are estimates based assumptions of the construction. Due to the actual conditions, the labor and samples required to complete the requested work may be more or less than the estimated quantities. Rush Labs will be estimated as NOB materials at \$75.00/sample and Friable materials at \$25.00/sample; the turn-around-time will be 24 hours for results. The project will be invoiced based on the labor and samples taken at the unit costs stated above.

Please sign and return the attached terms and conditions to accept this proposal and authorize GYMO to proceed with the scope of services. Please contact me with any questions or concerns you may have.

Sincerely,
GYMO Architecture, Engineering & Land Surveying, DPC

Dixie Thompson
Environmental Solutions Coordinator

Ms. Connie Snider

Date

18969 US Route 11
Watertown, New York 13601
Tel: (315) 788-3900 Fax: (315) 788-0668
E-mail: gymopc@gymopc.com

TERMS AND CONDITIONS

1. Authorization to Proceed:

Signing this form shall be construed as authorization by the OWNER for GYMODpc to proceed with the work.

2. Payment to GYMODpc:

Billing statements will be forwarded to you for work completed on or about the 10th of each month. You promise to pay all amounts due resulting from the work we perform in accordance with this contract. Prompt payment of all billing statements is expected and interest will be charged at the rate of 1.5% per month, 18% annually, on any unpaid balance beginning 30 days past the invoice date.

In the event that your company or business association dissolves, files bankruptcy, or similar, the individual who executes this Agreement where designated below as "Authorized Signature" will personally be held responsible for all invoices.

Be advised that, unless arrangement for delayed payment has been agreed upon, we will consider the accumulation of an unpaid balance in excess of one thousand dollars (\$1,000.00) for a period of thirty days a violation of our trust and, in such event, we reserve our right to cease all work until such time as all bills have been paid in full.

Also be advised that we may consider you to be in default of this contract if we have not received payment of our billing statements for a period of two months. At that time we may refer the collection of your account to a collection agency or an attorney and, any reasonable fees and/or court or other collection costs as permitted by law and as actually incurred by us will be charged to you.

Should any unanticipated circumstances occur or extra work be required which would result in charges to you exceeding those outlined in our contract, you will be advised of the anticipated extra charges and the reasons for such charges prior to incurring any such charges for undertaking any additional work. Revisions to the plans which would affect previously authorized work already completed by us often will result in additional charges and would be discussed with you prior to beginning such changes.

Payment to GYMODpc shall not be contingent upon payment to you by others. Professional or other liabilities as a result of services provided shall be resolved by Dispute Resolution.

3. Professional Standards:

GYMODpc shall be responsible, to the level of competency presently maintained by other practicing Professional Architects, Engineers & Surveyors in the same type of work in the OWNER'S community, for the professional and technical soundness, accuracy and adequacy of all designs, drawings and specifications and other work and materials furnished under this Authorization. GYMODpc makes no other warranty, express or implied.

It is understood that this is a professional engagement on a Fee-For-Services basis, consisting of personal services by professionals of GYMODpc. Payment of these fees is not in any way contingent upon the findings of the regulatory agencies or subsequent judgments or awards of any court competent jurisdiction.

Plans and reports prepared by GYMODpc for this project are not intended or represented to be suitable for reuse by you or others for other projects. Reuse of information without written permission from GYMODpc is prohibited and shall be at the user's sole risk, without liability on the part of GYMODpc, and you agree to indemnify and hold harmless GYMODpc from all claims arising out of such reuse. Any reuse or adaptation occurring without permission of GYMODpc shall entitle GYMODpc to further compensation.

4. Electronic Transfer:

GYMODpc is not obligated under this contract to provide electronic files of our designs, documents, and reports. A fee will be assessed for providing electronic data. Also, a Contract for Release of Electronic Data must also be executed prior to the release of the electronic data. The electronic data is a component of the instruments of service and is only for the clients benefit on the specific project and for a specific use.

5. Cost Control:

Opinions of probable construction cost, financial evaluations, feasibility studies, user charges, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by GYMODpc hereunder will be made on the basis of GYMODpc experience and qualifications and represent the best judgment of GYMODpc as an experienced and qualified design professional. It is recognized that GYMODpc does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the work of GYMODpc must be speculative until completion of its detailed design. GYMODpc does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations or studies submitted by GYMODpc to Owner hereunder.

6. Indemnification:

You agree to hold harmless, indemnify, and defend GYMODpc, its affiliates, subcontractors and their employees, officers, directors and agents against all claims, suits, fines and penalties, attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by GYMODpc negligence or willful misconduct.

7. Limitation of Liability:

To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GYMODpc and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as GYMODpc) for all claims arising out of this Agreement or services is limited to the compensation received by GYMODpc under this Agreement. Any claim will be deemed waived unless received by GYMODpc within one (1) year of substantial completion of the services or, if shorter, the other liabilities arising from any acts or omissions of the Client, its agents, staff, or other consultants or contractors employed by the Client.

8. Termination:

This agreement may be terminated by the Owner upon not less than seven (7) days written notice to GYMODpc in the event that the project is abandoned. The Owner will pay GYMODpc for the work performed to that date at the established hourly rates.

9. Printing and Copying:

The cost of reproducing prints and copies beyond the specified number of copies identified in this proposal is considered additional services and reimbursement will be the responsibility of the client. The client will either be billed for the time and materials of reproducing the prints and copies or 10% plus the invoice from a subcontracted printer company.

Signature: _____

Date

Address: _____

Phone: _____
