

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: KAS Environmental Science and Engineering

DATE: 3-20-2023

DEPT OF ORIGIN: Mayor Williams

BILL # 31-2023

DATE SUBMITTED: 3-17-2023

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED
\$5,475

AMOUNT
BUDGETED

APPROPRIATION
REQUIRED:
\$5,475

Resolution authorizing the Village Manager to sign agreement with KAS Environmental Science and Engineering

MOVED BY: Catillaz SECONDED BY: Shapiro

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE BRUNETTE

no

TRUSTEE CATILLAZ

yes

TRUSTEE SCOLLIN

yes

TRUSTEE SHAPIRO

yes

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN AGREEMENT WITH KAS ENVIRONMENTAL SCIENCE AND ENGINEERING

WHEREAS, the Village of Saranac Lake is under contract for the purchase of 33 Petrova Ave, and,

WHEREAS, a pre-renovation asbestos inspection is warranted,

THEREFORE, BE IT RESOLVED, the Village of Saranac Lake Board of Trustees authorizes the Village Manager to sign an agreement with KAS Environmental Science and Engineering to conduct a pre-renovation asbestos inspection.

BE IT FURTHER RESOLVED, the Village of Saranac Lake Board of Trustees authorizes up to \$5,475 for the completion of the inspection and any related testing.



13 Latour Avenue, Suite 204
PO Box 2787
Plattsburgh, NY 12901
www.kas-consulting.com

518 563 9445 p
518 563.5189 f

March 15, 2023

Mr. Jimmy Williams
Mayor
Village of Saranac Lake
39 Main Street, Suite 9
Saranac Lake, New York 12983

Sent via e-mail: mayorwilliams@saranaclakeny.gov

RE: Work Plan/Cost Estimate – Pre-Renovation Asbestos Inspection – Former High School, 33 Petrova Ave, Saranac Lake, New York

Dear Mr. Williams:

KAS, Inc. (KAS) appreciates the opportunity to submit this work plan/cost estimate for a pre-renovation asbestos inspection of the former High School building located at 33 Petrova Ave, Saranac Lake, New York. Based on information provided, the village is debating purchasing and renovating the approximately 35,000-square foot building. Prior to disturbing building materials, a pre-renovation asbestos inspection is required to identify any asbestos-containing materials (ACMs). As the building was previously a school, asbestos data is likely available and KAS requests copies of asbestos documentation that can be utilized in conducting the inspection. Specifically, KAS will perform the following work:

Scope of Work

The pre-renovation asbestos inspection will include a visual inspection and collection of bulk samples in accordance with New York State Industrial Code Rule 56 (NYS ICR 56) and Federal Asbestos NESHAP 40 CFR Part 61, Subpart M. The inspection will be performed by an EPA-trained/NYS-certified Asbestos Inspector. As part of the inspection, KAS will review and utilize existing asbestos data to minimize the sampling necessary for the inspection. For building materials without existing asbestos data, KAS will collect small pieces of building materials for submittal to a laboratory. It is likely that roofing and exterior materials would not have been inspected as part of the original AHERA asbestos inspections. KAS will sample the roofs and install temporary patches; however, it should be noted that KAS is not a roofing company and it is recommended that the Village of Saranac Lake either utilize maintenance personnel to install more permanent patches or that a roofing contractor be hired separately to patch the roofs. Samples will be collected and analyzed in accordance with New York State requirements. The number of bulk samples will be collected in accordance with industry standards, which generally ranges from 2 to 7 samples per homogenous material, based on type and quantity. Each homogenous material will be analyzed until a positive indication of asbestos (greater than one percent) is found or all samples of a given homogenous material are found to be negative for asbestos. If asbestos is found in a sample of a given homogenous material it will not be necessary to analyze the remaining samples of that material. Following receipt of laboratory results, a summary report will be completed that will include methodology, laboratory results, quantities and condition of identified ACMs, conclusions and recommendations. The report will be provided to the client in an electronic PDF format.



WPCE - Pre-Renovation Asbestos Inspection
33 Petrova Ave, Saranac Lake, New York
March 15, 2023

Assumptions and Conditions

- Copies of existing asbestos data will be provided to KAS;
- Free and easy access will be provided to the necessary areas to complete the inspection;
- Roofs will be inspected and temporarily patched; however, KAS cannot guarantee that roof patches will not leak and it is recommended that the Village of Saranac Lake either patch or utilize a roofing contractor to install more permanent patches;
- Recommendations will be provided regarding abatement, removal and disposal of asbestos in accordance with federal and New York State rules and regulations; and,
- Sample analysis for asbestos will be by New York State protocols, including non-friable organically bound (NOB) samples by NYS ELAP Method 198.6 and 198.4.

Cost Estimate

KAS will complete the pre-renovation asbestos inspection for a firm fixed price of \$2,250.00 excluding laboratory analysis for asbestos bulk samples. Asbestos bulk samples will be billed on a fixed unit price basis including \$58.00 per NOB sample and \$13.00 per F/NF sample. KAS estimates the collection of 50 NOBs samples and 25 F/NF samples which would be \$3,225.00 in analytical cost and the total cost of the pre-renovation asbestos inspection would be \$5,475.00. The actual cost will be less or more based on the number of asbestos bulk samples collected and analyzed. The existing asbestos data will be advantageous in reducing the number of samples necessary to complete the inspection.

Schedule

The pre-renovation asbestos inspection will be scheduled at a mutually agreeable time. Laboratory results will be available in approximately one week and KAS will complete the summary report in approximately one week from receipt of results. If results are needed quicker, expedited (72-hour) results can be requested at additional cost. This can also be discussed at the time of inspection based on the number of samples collected.

KAS appreciates the opportunity to present this work plan/cost estimate. Please sign below and return a copy to KAS at your earliest convenience. Please call our office at (518) 563-9445 if you have questions.

Sincerely,

Aaron Roth
Branch Manager

cc: QO/ZB

Attachments: Authorization, Terms & Conditions



STANDARD TERMS AND CONDITIONS OF AGREEMENT

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1. DEFINITIONS

CLIENT: The person or legal entity with whom KAS, Inc. has entered into this agreement for services.

KAS: KAS, Inc., 589 Avenue D, Suite 10 / P.O. Box 787, Williston, VT 05495: The Environmental Professional or the Engineering Professional retained to provide the services of this agreement.

2. BILLING AND PAYMENT PROVISIONS

INVOICES: Invoices submitted by KAS are due upon presentation, and shall be considered PAST DUE if not paid within thirty (30) calendar days to the invoice date.

FINANCE CHARGES: A finance charge of 1.5% per month will be charged on balances due for a period greater than thirty (30) calendar days.

COLLECTION COSTS: In the event action is necessary to enforce the payment provisions of this Agreement, KAS shall be entitled to collect from the Client all collection expenses to include any judgment or settlement sum due, reasonable attorneys' fees, court costs and expenses incurred by KAS in connection therewith and, in addition, the reasonable value of KAS' time and expenses spent in connection with such collection action, computed at KAS' prevailing fee schedule and expense policies.

SUSPENSION OF SERVICES: If the Client fails to make payments when due or otherwise is in breach of this Agreement, KAS may suspend performance of services upon five (5) calendar days' notice to the Client. KAS shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

TERMINATION OF SERVICES: If the Client fails to make payment to KAS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by KAS.

SET -OFFS, BACK CHARGES, DISCOUNTS: Payment of invoices is in no case subject to unilateral discounting or set -offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Payment of any invoice by the Client to KAS shall be taken to mean that the Client is satisfied with the services provided and is not aware of any deficiencies in those services, and accepts these terms and conditions.

3. DISPUTES

a) **MEDIATION:** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and KAS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

b) **ATTORNEY'S FEES:** In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

4. CERTIFICATIONS, GUARANTEES

KAS shall not be required to sign any documents, no matter by whom requested, that would result in KAS's having to certify, guarantee or warrant the existence of conditions whose existence KAS cannot ascertain. The Client also agrees not to make resolution of any dispute with KAS or payment of any amount due to KAS in any way contingent upon the KAS's signing any such certification.

5. HAZARDOUS MATERIALS

CLIENT agrees that if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic substances, KAS is not and has no authority to act as a generator, transporter, or disposer of any hazardous or toxic waste, materials, or

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WPCE - Pre-Renovation Asbestos Inspection
33 Petrova Ave, Saranac Lake, New York
March 15, 2023

AUTHORIZATION

The scope of work will be performed in accordance with this work plan/cost estimate. By signing the authorization below, the client agrees to the attached Terms and Conditions.

Work Authorized: Erik Sender, Village Manager
Name/ Title

Date: 3/23/23



STANDARD TERMS AND CONDITIONS OF AGREEMENT

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substances that may be found or identified on, at, or around the Site. KAS may, with appropriate authorization from CLIENT, act as an agent for the CLIENT in arranging for transportation and disposal of hazardous wastes, and may sign manifests, disposal tickets or like document but in doing so shall not assume any liability for the wastes. KAS shall not have any right, title or interest in any portion of the Site, including but not limited to any hazardous materials.

6. JOBSITE SAFETY

Neither the professional activities of KAS nor the presence of KAS employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligation, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. KAS and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor.

7. STANDARD OF CARE

Services provided by KAS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by KAS as instruments of service shall remain the property of KAS. KAS shall retain all common law, statutory and other reserved rights, including the copyright thereto.

9. TIME BAR TO LEGAL ACTION

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after seven (7) years have passed from the date of final invoice by KAS, unless KAS's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

10. REJECTION OF WORK

KAS shall have the authority to reject any work of the contractor, which is not, in the professional judgment of KAS, in accordance with the plans, specifications and other construction documents. Neither this authority nor the good faith judgment to reject or not reject any such work shall subject KAS to any liability or cause of action on behalf of the contractor, subcontractors or any other suppliers or persons performing portions of the work on this project. Only the owner has the authority to stop work.

11. TIMELINESS OF PERFORMANCE

KAS will perform its services with due and reasonable diligence consistent with sound professional practices.

12. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or KAS. KAS's services under this Agreement are being performed solely for the Client's benefit, and no other



STANDARD TERMS AND CONDITIONS OF AGREEMENT

Page 3 of 3

entity shall have any claim against KAS because of this Agreement or the performance or nonperformance of services hereunder.

13. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the project to both the Client and KAS, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of KAS and its sub-consultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of KAS and its sub-consultants to all those named shall not exceed \$1,000,000. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

14. INDEMNIFICATION

KAS agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the KAS's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom KAS is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold KAS harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors and consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. KAS is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.