

# HARRISON ENGINEERING DEPARTMENT

Town/Village of Harrison  
Alfred F. Sulla, Jr. Municipal Building  
1 Heineman Place  
Harrison, New York 10528

Michael J. Amodeo, P.E., CFM  
Town/Village Engineer



March 20, 2024

Supervisor Richard Dionisio and  
Members of the Town Board  
Town of Harrison  
1 Heineman Place  
Harrison, New York 10528

E-9

**Re: Environmental Inspection & Testing Services  
Pre-Demolition Asbestos Survey  
226 Fremont Street**

Dear Supervisor Dionisio and Members of the Town Board:

Town Board authorization is requested to hire Environmental Maintenance Contractors, Inc. for inspection and testing services at 226 Fremont Street as part of the pre-demolition asbestos survey at a cost not to exceed \$13,000.

The scope of services is detailed in the attached proposal.

Funding for this contract is available in Town Special Services Account #001-1900-100-4407.

Further, authorization is requested for the Purchasing Department to issue a Purchase Order payable to Environmental Maintenance Contractors, Inc. at an amount not to exceed \$13,000.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Michael J. Amodeo", is written over a horizontal line.

Michael J. Amodeo, PE, CFM  
Town/Village Engineer

MJA/jla

Attachment

Established in 1995  
NYS DOL Asbestos Handling License #28535  
NYS DOL Mold Assessor & Remedial Contractor License #24-61Z15-SHMO  
EPA Lead Paint Certification #1.BP-62470-3  
NYS DEC Waste Transporter Permit #3A-812

Richard Stumbo  
President

## ENVIRONMENTAL MAINTENANCE CONTRACTORS, INC.

*Environmental Consulting, Testing, Reporting and Remedial / Abatement Services*

March 14, 2024

Michael Amodeo, P.E., C.F.M.  
Town/Village of Harrison New York  
1 Heineman Place  
Harrison, NY 10528

Phone: 914-670-3072  
Email: [MAmodeo@harrison-ny.gov](mailto:MAmodeo@harrison-ny.gov)

**Re: Limited Environmental Inspection/Testing Services @ 226 Fremont Street, Harrison, NY 10528  
Pre-Demolition Asbestos Survey**

Environmental Maintenance Contractors, Inc. (EMC) is pleased to provide the following proposal related to the inspection and testing services required for the above reference project address. EMC will provide NYS DOL Certified Asbestos Inspectors to perform a site inspection of the work area, collect samples of suspect Asbestos-Containing Materials (ACM), deliver samples with a certified chain of custody, review data upon receipt of analytical results and prepare a final report. Samples collected will be analyzed via Polarized Light Microscopy (PLM) and Transmission Electron Microscopy (TEM), as applicable. All work shall be performed in strict accordance with all applicable guidelines.

**Fee Schedule:**

NYS DOL Certified Asbestos Inspectors to perform site inspection, collect samples and deliver samples to laboratory with a certified chain of custody @ 750 per shift, estimate 4 shifts:

\$3,000

\*Analysis of friable bulk sample via PLM @ \$15/sample: estimate 80 samples:

\$1,200

Analysis of non friable bulk sample via PLM @ \$35/sample: estimate 60 samples:

\$2,100

Analysis of non friable bulk sample via TEM @ \$65/sample: estimate 60 samples:

\$3,900

\*\* Analysis of Surfacing Materials Containing Vermiculite (SM-V) samples via ELAP 198.8 method @ \$245/sample, estimate 0 sample:

\$0

Delivery, pickup and rental for a 50 – 60 foot articulating boom lift to access the roof, lump sum: \$1,375

**Total Estimate: \$11,575**

Please note that site conditions, actual building materials present and sample results will dictate the total number of samples required for collection and Analysis. Should actual total number of samples exceeds estimate, a not to exceed proposal will be submitted to Client for approval. Should sample results by NOB PLM indicate that the material tested are asbestos containing then NOB TEM analysis will not be required, however, should sample results indicate that the NOB material is not asbestos via NOB PLM, based on the New York State Department of Health (NYS DOH), the sample will be analyzed via NOB TEM analysis for confirmatory purposes.

\*Should friable bulk sample results by PLM indicate that the material contains vermiculite greater than 10% in concentration, additional analysis via NOB PLM is required to confirm as non asbestos containing materials, as per the NYS DOH Guidelines. Unit prices in fee schedule will apply to this additional work, as required.

EMC, Inc. 333 Lexington Avenue, Mount Kisco, New York 10549  
Tel: 914-232-7355 Fax: 914-232-7357 Email: [rstumbo@enviromain.com](mailto:rstumbo@enviromain.com)

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**\*\*Should Surfacing Materials (i.e. Sprayed-on Fireproofing, Troweled-on Fireproofing, Acoustical or Finish Plaster on Ceilings or Walls, Fireproofing Materials on Structural Members and Other Materials of Surface for Acoustical, Fireproofing or Other Purposes) containing vermiculite be encountered as determined through lab analyses via PLM, additional analyses via ELAP 198.8 Method is required as per the NYS DOH. Unit prices in fee schedule will apply to this additional work, as required.**

**TERMS AND CONDITIONS:**

**Length of Proposal and Project Periods** - It is understood that the enclosed proposal is valid for a term of ninety (90) days. Upon the expiration of that period of time, EMC reserves the right to review and modify the proposal as necessary. **Access** - Free and clear access must be provided by the building owner / manager for work to be performed. Should access not be available or the project is cancelled without any notice, a \$350 fee will be charged for the individual/personnel provided. **Standard of Care, Warranty Disclaimer and Liability Limits** - EMC represents that it will perform Services for clients using the degree of care and skill ordinarily exercised by, and consistent with the standards applicable to persons performing similar services under similar conditions in the same locality as the site(s). EMC liability, if any, shall be limited to injury or loss caused by its negligence. **Warranty** - The Consultant warrants that its services are performed, within the limits prescribed by this Agreement. No other warranty or representation, either expressed or implied, is included or intended in its proposals, contracts, or reports. **Indemnity** - EMC's liability shall be limited to injury or loss caused by the negligence of EMC, its agents, or its associates. Furthermore, Client and EMC agree to indemnify and defend each other 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 as caused by their respective negligence or error. The Client, therefore agrees to defend, indemnify, and hold EMC harmless from any claim, liability, fine, penalty, fee or defense cost for administrative violations, injury or loss sustained by any party from exposures allegedly caused by the Client its employees, officers and agents. **Payment Terms** - due upon completion of work. Unless otherwise expressly agreed, prices quoted are based upon EMC portal to portal times at hourly rates or Fixed Fee. Project Manager to attend job meetings @ \$125/hour (portal to portal, minimum of four (4) hours charged. Past due amounts are subject to a charge on the outstanding balance of the lesser of one percent per month or part thereof (12% per annum) or the maximum permissible by law. A mechanics lien will be filed for any project invoice outstanding over 90 days. All filing fees plus a \$250 lien preparation and submittal fee will be assessed to the total amount due before any liens are released. Client agrees to pay any and all attorney's fees, interest, and all other costs incurred in collecting any past due amounts.

Please acknowledge your acceptance of this proposal and approval of the terms and conditions by signing in the appropriate space below and returning a copy for our files.

**Agreed and Accepted:**

**Owner/Client Name (Print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Sincerely,  
**Environmental Maintenance Contractors, Inc.**  
Allan Ciriaco  
Vice President of Operations

EMC, Inc. 333 Lexington Avenue, Mount Kisco, New York 10549  
Tel: 914-232-7355 Fax: 914-232-7357 Email: rstumbo@enviromain.com