

**Request for Proposal**  
**for**  
**Environmental Consulting & Testing Services in the**  
**Hewlett-Woodmere Union Free School District**

**Proposals Due: September 25, 2017 at 11:00 am**

The Board of Education, Hewlett-Woodmere Union Free School District (“School District”) is issuing this Request for Proposals (RFP) for the selection of an Environmental Consulting & Testing Services firm to provide Environmental Consulting & Testing Services in connection with the work identified herein and such other projects the School District may require. You are invited to submit proposals in accordance with this RFP.

The Board of Education reserves the right to award one or more contracts as a result of this RFP.

**Description of the School District**

The Hewlett-Woodmere Union Free School District is located in Nassau County and is comprised of one high school, one middle school, two elementary schools and an early childhood center.

**General Proposal Requirements**

Submissions should emphasize the firm’s (vendor’s) significant past experience in providing specifically defined and varied environmental consulting & testing services for elementary and high school educational facilities in a complete, effective and expeditious manner. Firms responding to this RFP must be qualified and maintain required and appropriate licenses, certifications and accreditation in the Environmental Consulting & Testing performed. Firms must have a New York State Licensed Engineer on staff, or via a sub-consultant, and must identify these individuals with evidence of relevant project experience. The submitting firm shall provide within their submittal, a list of their proposed team, both management and field technicians, to be utilized during the term of the agreement and indicate if they are employees or sub-consultants. The Following represents the general requirements of this RFP.

**Vendor Profile (written satisfactory proof of the following must be included with the RFP)**

The Vendor must provide documentary evidence of their experience in environmental training, consulting, testing and laboratory services. In setting forth its qualifications, each Vendor shall provide written documentation, in concise but adequate detail of its:

A. Firm’s Experience: Provide documentary evidence that the Vendor has a minimum of five years’ experience in providing environmental consulting and testing services described above to elementary and high school districts, BOCES, or other multi-function educational institutions or agencies of similar size and occupancy.

B. Officers & Associates: State the names of the Vendor’s officers and associates;

C. Size & Location: State the size of the organization, the size of the organization’s in-house consulting staff (management and field technicians), and the location of the office from which the services will be provided, indicate whether the proposed staff are employees or sub-consultants;

D. Key Personnel & Other Staff: State the names and provide resumes of all partners, associates, and key staff that might be assigned to provide services pursuant to this RFP; identify any sub-consultants that may be

utilized as part of the proposed team. Also provide the number and names of other staff (both management and field technicians) that may provide the services for this RFP. Identify if individuals are employees or sub-contractors;

E. Conflict of Interest and Independence: The Vendor must disclose all conflicts of interest both in fact and/or in appearance. In addition, the Vendor shall give written notice of any professional relationships giving rise to potential conflicts of interest entered into during the period of the contract. The Vendor shall identify the nature of any potential conflict of interest the Vendor may have in providing environmental consulting and testing services to participating school districts, and fully disclose any conflicts of interest, actual or potential, that might arise in connections with the Vendor's association with participating school districts;

F. Non Discrimination - Neither the Vendor nor the Consultant will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.

G. Length Providing Relevant Services: Provide information on how long the vendor has been in business and length of its experience in Environmental Consulting and Testing Services;

H. Quality of Staff: Indicate how the quality of staff over the term of the Contract will be assured;

I. Disciplinary Actions: Provide information on the circumstances and status of any disciplinary action taken or pending against the Vendor related to work performed during the past two (2) years with NYS DOL or USEPA;

J. Professional Affiliations: Provide a list of the Vendor's memberships in education related associations, e.g. the New York State Association of School Business Officials, and the National Association of School Business Officials;

K. Special Expertise: Describe any subjects related to this service in which the Vendor has special expertise that will benefit participating districts and the nature of that special expertise;

L. General School Experience: Provide a general summary of the firm's experience with public school districts, BOCES, and other educational organizations. Please state the nature of that experience and provide a list of all current educational clients; Provide information on the Vendor's experience in inspection, assessments and testing for Asbestos, Lead, Indoor Air Quality, Mold, Bacteria, Subsurface Investigations (subgrade locating, soils & groundwater), Volatile Vapor Intrusion, Environmental Site Assessments and Health & Safety Training for schools. Include details pertaining to experience in the interpretation of testing data and preparing recommendations, public presentations to boards and public meetings, submissions of reports and findings to governmental agencies, and results of any governmental audits performed on your work that was prepared for a school district.

M. Specific School References: Provide the name, address, and telephone number of at least fifteen (15) references for whom you have performed similar work. In addition to references from past projects at school districts include references from five (5) architects, engineers and/or construction managers for whom the Vendor has performed similar work in schools.

N. Additional Information: Provide any other information that would assist in determining a qualified Vendor;

O. Project Specific School Experience: The Vendor must list the most significant service engagements (minimum-10) performed in the last five years that are similar to the services described in this RFP and indicate the scope of services, date, and the contract name, address, assigned personnel and telephone number of the principal client contact. The School District may contact the Vendor's clients to determine the quality of services performed and personnel assigned to those services. Describe their experience in working with architects, engineers and construction managers on these school projects;

P. Project Organization: Provide an organization chart depicting the name, title and function of the proposed staff for this Term Agreement. The chart shall identify the New York State Licensed Engineer(s) and their titles and responsibility. The organizational chart should also be arranged to display the lines of authority for key and senior personnel. It should also be noted if listed personnel are employees or subcontractors.

### Scope of Services

The Vendor shall be responsible to provide professional environmental consulting, testing and laboratory services under this contract to **include, but not be limited, to the following.** That is specific services for each assignment may be tailored to meet project specific needs and could include:

A. ENVIRONMENTAL AND HAZARDOUS MATERIAL TESTING, including but not limited to:

- a. Hazardous materials & waste testing;
- b. Industrial hygiene testing
- c. OSHA testing;
- d. AHERA compliance services;
- e. Asbestos testing;
- f. Lead testing;
- g. PCB testing;
- h. Contaminant, toxic, pathogenic and biological testing;
- i. Chemical and radiological testing;
- j. Ambient condition testing;
- k. Indoor air quality testing;
- l. Mold, moisture & bacteria testing;
- m. Water and wastewater testing;
- n. Environmental Permitting;
- o. Environmental Site Assessments;
- p. Storm Water Planning, SWPPP;
- q. Groundwater testing and air pollutant(s) testing
- r. SEQRA/OPRHP Correspondence
- s. Worker awareness training

B. ACCREDITED ENVIRONMENTAL/ HEALTH & SAFETY TRAINING, including but not limited to:

- a. Asbestos Handler Initial
- b. Asbestos Handler Refresher
- c. Air Sampling Technician Initial
- d. Air Sampling Technician Refresher
- e. Contractor/Supervisor Initial
- f. Contractor/Supervisor Refresher
- g. Inspector Initial
- h. Inspector Refresher
- i. Management Planner Initial

- j. Management Planner Refresher
- k. Project Designer Initial
- l. Project Designer Refresher
- m. Project Monitor Initial
- n. Project Monitor Refresher
- o. Allied Trade Initial
- p. Allied Trade Refresher
- q. O&M Initial
- r. O&M Refresher
- s. 40 Hour HAZWOPER
- t. 8 Hour HAZWOPER Refresher
- u. 40 Hour Site Safety Manager
- v. 7 Hour Site Safety Manager
- w. 10 Hour Construction Safety
- x. 30 Hour Construction Safety
- y. USEPA Lead RRP Renovator
- z. USEPA Lead Assessor Initial & Refresher
- aa. Asbestos Custodial, Maintenance Awareness Training
- bb. Mold Assessor, Remediation Contractor and Abatement Worker Training Initial & Refresher

C. GEOTECHNICAL/ENVIRONMENTAL SURFACE/SUBSURFACE TESTING, including but not limited to:

- a. Geotechnical and Environmental Borings
- b. Provide graphic cross sections of subsurface conditions and other drawings;
- c. Percolations/exfiltration;
- d. Controlled fill testing;
- e. Groundwater monitoring well and observation well installation and testing;
- f. Foundation and earthwork inspection and testing
- g. Subsurface utility & structure locating

D. NON-DESTRUCTIVE TESTING, including but not limited to:

- a. Radiology testing;
- b. Ultrasonic testing;
- c. Magnetic particle testing;
- d. Liquid penetrant testing;
- e. Radioisotope moisture survey;
- f. Thermographic survey;
- g. Video survey (sanitary/drain/chimney, etc.);
- h. Electrical systems testing;
- i. Air balancing;
- j. Weld procedure testing and welder performance certification

E. SPECIAL CONDITIONS & REQUIREMENTS

A. The participating districts reserve the right to add or delete tasks from the Scope of Work and individual task orders.

B. All consulting, testing and laboratory protocols shall conform to all applicable regulations, accreditation and guidelines.

C. The Vendor will be required to provide environmental consulting services, project advice and management, interpretations of applicable laws, rules and regulations, and upon request of participating school districts may assist with specialized training seminars. The Vendor will be able to provide services indicated in the scope of services consistent with regulatory standards and recommended guidelines, report findings and recommend plans of action as required. Proper documentation will be provided by the Vendor to ensure that all work complies with applicable regulations

D. Vendor must supply a vendor profile as noted above.

E. Vendor profile must include copies of permits, licenses, certifications and accreditation certificates, evidence of insurance necessary to successfully perform any and all of the referenced services in this RFP.

F. Vendor profile must supply a sample of their field inspection and chain of custody forms(s).

G. Vendor must supply a description of his or her quality assurance/quality control procedures.

H. Credentials must include NYSDOH ELAP, NVLAP and AIHA certifications for applicable analysis.

I. Vendor must be EMPAT certified for microbiological analysis.

J. Vendor profile shall provide evidence of professional competency in scope of services listed in this RFP.

K. Credentials must include one or more New York State Licensed Engineer(s).

L. Vendor must have all basic equipment necessary to perform typical investigations and any anticipated usage fees shall be incorporated into the requested rates of applicable descriptions. An inventory list of all specialized equipment should be included in this RFP.

M. Must be able to provide an account representative on site within two hours of contact from the School District during a crisis situation.

N. Shall not employ any district employee in any capacity without prior written approval from the participating districts.

O. Must immediately inform of any change in accreditation/certification status. Failure to do so will result in the cancellation of the contract.

### **Request For Proposal Submission**

Vendors must submit an original proposal (identified as such) and two (2) copies in a sealed envelope and must indicate the following information on the outside of the package:

- A. Vendor's name and address
- B. RFP title
- C. RFP due date

Vendors must submit the proposal by 11:00 am on September 25, 2017 to:

Hewlett-Woodmere Union Free School District  
Administration Building  
One Johnson Place  
Woodmere, New York 11598  
Attention: Kim A. Parahus

All material submitted in response to this RFP will become the property of the school district upon the opening of this RFP.

There is no expressed or implied obligation to reimburse Vendors for any expenses incurred in responding to this RFP, including, but not limited to preparing proposals, attending a pre-proposal conference, attending entrance and exit conferences, or interview(s).

Proposals shall not be excessively long or submitted in an elaborate format that includes expensive binders or graphics. Unnecessary attachments beyond those sufficient to present a complete, comprehensive, and effective response will not influence the evaluation of the proposal.

Submission of a proposal indicates acceptance by the Vendor of the terms and conditions contained in this RFP.

### **Proposal Organization and Format**

The proposal must be submitted in two sections. In the first section, the Vendor must provide the General Proposal Requirements, as required. In the second section, the Vendor must complete the Cost Summary Sheet, where the Vendor must provide the total cost fee attributed to each specific service as applicable.

Incomplete submissions may not be considered for award.

Proposals shall be in plain typeface and submitted on 8.5 by 11-inch paper. The Vendor is required to organize the proposal in the following manner:

#### **Section 1**

A. Title Page— Indicate that the document is a “**Proposal for Environmental Consulting & Testing Services**” and include the following:

1. Date;
2. Vendor name;
3. Main address;
4. Local address;
5. Telephone number;
6. E-mail; and
7. Contact Person

B. Table of Contents

C. Letter of Transmittal— The letter of transmittal shall include the following:

1. A brief certification that the Vendor has read and understood the RFP specifications

2. A statement with respect to Vendor's commitment to perform the services within the time period and in accordance with RFP specifications
3. A statement with respect to why the Vendor believes it is the best qualified to perform the services
4. A statement that the proposal is a firm and irrevocable offer

D. Vendor Profile (To include written documentation to demonstrate satisfactory proof of the requirements above)

E. References

F. Proof of Insurance Requirements

G. Addenda – As applicable

## **Section 2**

A. Cost Summary Sheet (Attachment # 1)

The proposed cost must be submitted on the provided Cost Summary Sheet (Attachment # 1). The cost shall contain all pricing information relative to performing the environmental consulting and testing services as described in this Request for Proposal (Request for Quotation). The prices shall contain all direct and indirect costs including all out-of-pocket expenses and shall be valid for the term of the contract. The School District shall not be responsible for expenses incurred in preparing and submitting the request for proposal. Such costs shall not be included in the proposal. The Vendor shall certify that the person signing the proposal is entitled to represent the firm, empowered to submit the proposal, and authorized to sign a contract. Please be aware that multiple Vendors may be awarded and the estimated work as specified in the scope of services would be distributed among the selected vendors.

## **Interview**

The School District may invite potential Vendors via telephone or in person, to participate in an interview for additional information based on each Vendor's score of evaluation criteria items. The School District will make reasonable attempts to schedule each interview at a time that is agreeable with the Vendor. The failure of the Vendor to report at agreed time/place may result in rejection of the Vendor's proposal.

The School District's receipt or discussion of any information submitted in response to the RFP including information submitted during discussions after said submittal (including ideas, options, other material communicated or exhibited on the Vendor's behalf (or on the School District's behalf) does not impose any obligation whatsoever on the School District or entitle the Vendor to any compensation thereof for such services. Any information given by the Vendor, either orally or in writing is not given in confidence and may be used or disclosed to others for any purposes at any time without obligation or compensation and without liability to the School District of any kind, whatsoever.

## **Conflicting Terms**

If any terms contained within the General Conditions conflict with the specifications in this RFP, the specifications of the RFP shall govern.

## **Entire Agreement**

For the purposes of this RFP, additional terms and conditions may be agreed to between Vendor and the School District and/or other Participants; however, such terms and conditions shall not supersede the General Terms and Conditions and Specifications herein, unless expressly agreed upon by the Parties.

**Non-Appropriation**

In accordance with the New York State Education Law (§1725, §1725-a, and §1950), and §109-b of the General Municipal Law, all contracts executed as a result of this RFP may include standard language regarding “non-appropriation and cancellation for convenience.” In the event that the School District and/or participating District(s) must terminate a contract for non-appropriations of funds, the School District and/or participating District(s) agrees to pay all outstanding balances, plus earned interest to the date of cancellation. Unearned interest shall not be charged and no other charges including, but not limited to, penalty charges, service charges, or early payment charges may be assessed.

**Participation by Other Municipalities**

The prices proposed for the services set forth herein will be available for use by other municipalities and school districts pursuant to General Municipal Law, section 103(16).

**TERM OF AGREEMENT**

The firm(s) selected to provide these services will be awarded a one (1) year agreement with an option for an additional two (2), one (1) additional year extensions. However, the termination of this contract may be further extended beyond the termination criteria stated herein. All extensions are subject upon the mutual consent of both parties.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm Name



THIS AGREEMENT made as of the \_\_\_ day of \_\_\_\_\_, 2017 between the Owner, Board of Education of the Hewlett-Woodmere Union Free School District, with offices for the transaction of business located at 1 Johnson Place, Woodmere, New York 11598, and the Consultant, \_\_\_\_\_ with offices for the transaction of business located at \_\_\_\_\_.

**ARTICLE 1**  
**SCOPE OF CONSULTANT'S SERVICES**

A. The Consultant shall provide environmental consulting services for capital improvement projects as set forth in Appendix B.

B. The Consultant shall designate \_\_\_\_\_ as the principal in charge of administering the work to be performed hereunder.

C. The Consultant shall be responsible to perform all necessary inspections and tests required in connection with the capital construction project as follows:

- a. The inspections and tests set forth in the Request for Proposals; and
- b. Inspections and testing required by code, law, ordinance, rule, regulations or order of public authority and as set forth in the General Conditions of the Contract for Construction; and
- c. Inspection, sampling, and testing of other materials as directed by the Owner.

D. The Consultant will be expected to administer all environmental project management related tasks including but not limited to sub-consultant management, invoicing, and monthly progress reporting and preparation of public meeting materials.

E. Assistance in the development and implementation of lead abatement projects, including but not limited to the development of lead abatement specifications, consultation with local, state and federal authorities having jurisdiction over the Project, and administration of the lead abatement plan.

F. Assistance in the development and implementation of asbestos abatement projects, including but not limited to the development of lead abatement specifications, consultation with local, state and federal authorities having jurisdiction over the Project, and administration of the lead abatement plan.

G. At the request of the Owner and as necessary to complete the scope of services described herein, the Consultant may be requested to provide technical support and project coordination in connection with the following:

- a. Attend meetings and hearings;
- b. Secure permits, approvals and applications;
- c. Provide detailed time schedules and cost estimates relating to environmental services;
- d. Coordinate on behalf of the Owner with local, state and federal environmental agencies;

- e. Retain the services of any other sub-consultants, laboratories and/or contractors as necessary to perform the work of this contract;
- f. Provide any other environmental analysis and/or technical support required to complete the scope of services described herein and as requested by the Owner.

H. Where the Owner has engaged the services of an architectural/engineering (A/E) firm, a construction management (CM) firm and an asbestos/lead testing environmental engineering firm, the Consultant shall coordinate its services with these and any other consultants, as well as the appropriate representatives of the Owner, commercial entities and other entities which lease space to the Owner.

I. The Owner may request additional services of the Consultant as needed.

J. Consultant shall provide to the Owner and its designee(s) written test and/or inspection reports including actual readings, analysis, summary of findings and as applicable, recommendations upon completion of each testing or inspection phase of work.

K. All Services will be provided pursuant to the terms set forth herein. In addition, the Consultant shall adhere to the Project plans, specifications, General Conditions of the Construction Contract, the relevant schedule, milestones and acceptance criteria as it pertains to the work of this contract and the attached Request for Proposals.

L. The Consultant shall review all pertinent information necessary for it to perform the services as contemplated by this Agreement. The Consultant shall consult with all local and governmental agencies that have jurisdiction over the activities to be conducted in connection with this Agreement as necessary.

## **ARTICLE 2** **STANDARD OF CONSULTANT'S SERVICES**

A. The Consultant agrees to provide professional services that reflect the standard of professional care that is customary for environmental consultants. The Consultant shall not deviate to a lesser standard of care.

B. The Consultant shall work cooperatively and in conjunction with the Owner, its representatives and other consultants engaged by the Owner in connection with the Project in the performance of the work of this Agreement.

C. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care.

D. The Consultant and its staff assigned to conduct the services described herein shall collectively possess adequate professional proficiency for the tasks required. The Consultant and its staff shall use due professional care in the provision of the services rendered to the Owner.

E. All documents prepared by the Consultant shall comply with all applicable laws, statutes, ordinances, codes, orders, rules and regulations in effect at the time said documents are prepared.

F. Any documents furnished by the Consultant which contain errors or omissions shall be promptly corrected by the Consultant at no cost to the Owner. Nothing contained herein shall preclude a claim against the Consultant by the Owner for damages arising from documents furnished by the Consultant which

contain errors or omissions. The Owner's approval, acceptance, use of, or payment for all or any part of the Consultant's services or of the project shall not in any way alter the Consultant's obligations or the Owner's rights hereunder.

G. The Consultant represents and warrants the following to the Owner as an inducement to Owner's execution of this Agreement that:

- a. it and its sub-consultants or subcontractors are financially solvent, able to pay all debts as they mature and are possessed of sufficient working capital to perform all of the obligations it has assumed pursuant to this Agreement;
- b. it is able to furnish the materials and labor required to perform its obligations under the Agreement;
- c. it is authorized to do business in the State of New York and the United States;
- d. its execution of this Agreement and its performance thereof is within its duly authorized powers;
- e. it possesses a high level of experience and expertise in the area of inspection and testing services and that it will exercise such expertise in fulfilling the obligations it has assumed in this Agreement;
- f. it has no obligations, legal or otherwise, inconsistent with the terms of this Agreement;
- g. the performance of the services to be provided in this Agreement do not and will not violate applicable law, rule or regulation or any proprietary or other right of any third party; and
- h. it has not entered into or will enter into any Agreement, whether oral or written, in conflict with this Agreement.

### **ARTICLE 3** **OWNER'S RESPONSIBILITIES**

A. The Owner shall furnish the following documentation, if it possesses same, to the Consultant to assist it in the performance of its obligations under this agreement:

1. Surveys describing physical characteristics, legal limitations and utility locations for the site or the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.

2. Long Range Planning Studies prepared on behalf of the Owner.

3. AHERA Reports on file with the Owner.

B. The Owner shall furnish all legal and insurance services as may be necessary at any time for the Project, except where such services are necessitated due to a claim or suit brought against the Consultant.

## ARTICLE 4

### INSURANCE REQUIREMENTS

#### A. Required Insurance:

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Consultant hereby agrees to effectuate the naming of the district as an unrestricted additional insured on the Owner's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

2. The policy naming the Owner as an additional insured shall be:

- Purchased from an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- Contain a 30-day notice of cancellation.
- State that the organization's coverage shall be primary coverage for the Owner, its Board, employees and volunteers.
- The Owner shall be listed as an additional insured by using endorsement CG 2010 11 85 or equivalent. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

3. The Consultant agrees to indemnify the Owner for any applicable deductibles.

4. Required Policy Limits:

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate.

- **Automobile Liability**

\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

- **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

- **Professional Errors and Omissions Insurance**

\$3,000,000 per occurrence/ \$3,000,000 aggregate for the professional acts of the consultant performed under the contract for the district. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work. The policy must include an endorsement for environmental services.

- **Excess Insurance**

On a "Follow-Form" basis, with limits of \$3,000,000 each occurrence and aggregate.

- B. The Consultant acknowledges that failure to obtain such insurance on behalf of the Owner constitutes a material breach of contract. The Consultant is to provide the Owner with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Owner to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the Owner.
- C. The Owner is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The consultant further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Owner but also NYSIR, as the Owner's insurer.
- D. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Owner, its consultants and agents and employees of any of them from and against all claims, damages, losses and expenses resulting in bodily injury and/or property damage, including, but not limited to, attorneys' fees to the extent arising out of or resulting from any negligent act or omission of the Consultant, or any subcontractor of the Consultant, excluding any claims, damages, losses and expenses arising from and limited to the extent of the Owner's own negligence.
- E. Coverages shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.
- F. In the event that any of the insurance coverage to be provided by the Consultant to the Owner contains a deductible, the Consultant shall indemnify and hold the Owner harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of the Consultant.
- G. The Consultant acknowledges that its failure to obtain or maintain current insurance coverage required by this Agreement shall constitute a material breach of contract and subjects the Consultant to liability for damages, including but not limited to, direct, indirect, consequential, special and such other damages the Owner sustains as a result of such breach. In addition, the Consultant shall be responsible for the indemnification to the Owner of any and all costs associated with such lapse in coverage, including but not limited to, reasonable attorney's fees.
- H. The Consultant shall require all of its Consultants to carry similar insurance coverages and limits of liability and adjusted to the nature of Consultants' operations and submit same to the Owner for approval prior to the start of any work. In the event the Consultant fails to obtain the required certificates of insurance and a claim is made or suffered, the Consultant shall indemnify, defend, and hold harmless the Owner and their agents or employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.
- I. The Owner in good faith may adjust and settle a loss with the Consultant's insurance carrier.

## ARTICLE 5

### PAYMENTS TO THE CONSULTANT

- A. The Owner shall compensate the Consultant as follows:

B. All invoices submitted pursuant to this Article shall contain a detailed articulation of the services provided, including the date thereof, who performed the service, the nature of the service and the time expended in hourly amounts.

C. Payments to the Consultant shall be made on a monthly basis. The Consultant shall present to the Owner its statement of services rendered or expenses incurred. Upon receipt of the Consultant's invoice, the Owner shall make payment to the Consultant within (30) thirty days.

## ARTICLE 6

### TERMINATION, SUSPENSION OR ABANDONMENT

A. The Owner may terminate this agreement for any reason upon seven (7) days written notice to the Consultant.

B. This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination, provided same is not cured within such notice period. The written notice shall specify the failure to substantially perform.

## ARTICLE 7

### MISCELLANEOUS PROVISIONS

A. Unless otherwise provided, this Agreement shall be governed by the laws of the principal place of business of the Owner.

B. The Consultant shall not assign this Agreement without the written consent of the Owner, which consent shall not be unreasonably withheld.

C. This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Consultant.

D. 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 Owner or Consultant.

E. All employees of the Consultant shall be deemed employees of the Consultant for all purposes and the Consultant alone shall be responsible for their work, personal conduct, direction, and compensation. The Consultant acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of the Owner. The Consultant is retained by the Owner only for the purpose and to the extent set forth in this Agreement, and its relationship to the Owner shall, during the periods of its services hereunder, be that of an independent contractor. The Consultant shall not be considered as having employee status and shall not be entitled to participate in any of the Owner's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, the Consultant, its officers, its employees and/or agents shall not be considered as having employee status for the purpose of any other rights, privileges or benefits derived from employment by the Owner. The

Consultant agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. The Consultant shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. The Consultant shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between the Owner and its employees.

F. The Owner shall not withhold from the Consultant sums due for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. The Consultant agrees that any tax obligation of the Consultant arising from the payments made under this Agreement will be the Consultant's sole responsibility. The Consultant will indemnify the Owner for any tax liability, interest, and/or penalties imposed upon the Owner by any taxing authority based upon the Owner's failure to withhold any amount from the payments for tax purposes.

G. It is understood and agreed that while on school grounds, the Consultant, its employees and/or agents shall obey all of the Owner's rules and regulations and must follow all reasonable directives of the Owner's administrators and employees.

H. The Consultant shall furnish each individual providing service hereunder with a photo identification badge to be worn at all times while the individual is on the premises of the Owner.

I. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

J. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

**ARTICLE 8**  
**TERM OF AGREEMENT**

A. The term of the within agreement shall be for the period \_\_\_\_\_, and shall continue until completion of the work by the Consultant.

**OWNER:**

**HEWLETT WOODMERE  
UNION FREE SCHOOL DISTRICT**

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

**CONSULTANT:**

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

**APPENDIX A - HOURLY RATE SCHEDULE**

Principal	
Vice President	
Associate	
Project Director	
Senior Project Manager	
Project Manager	
Senior Environmental Scientist/ Senior Hydrogeologist	
Senior Environmental Planner/ Project Hydrogeologist	
Senior Environmental Analyst	
Environmental Analyst/ Senior Environmental Technician	
Environmental Technician II/ Environmental Planner	
Environmental Analyst/ Environmental Technician I	
Draftsperson/Technical Typist	



## APPENDIX B – SCOPE OF SERVICES

The Vendor shall be responsible to provide professional environmental consulting, testing and laboratory services under this contract to **include, but not be limited, to the following.** That is specific services for each assignment may be tailored to meet project specific needs and could include:

### A. ENVIRONMENTAL AND HAZARDOUS MATERIAL TESTING, including but not limited to:

- t. Hazardous materials & waste testing;
- u. Industrial hygiene testing
- v. OSHA testing;
- w. AHERA compliance services;
- x. Asbestos testing;
- y. Lead testing;
- z. PCB testing;
- aa. Contaminant, toxic, pathogenic and biological testing;
- bb. Chemical and radiological testing;
- cc. Ambient condition testing;
- dd. Indoor air quality testing;
- ee. Mold, moisture & bacteria testing;
- ff. Water and wastewater testing;
- gg. Environmental Permitting;
- hh. Environmental Site Assessments;
- ii. Storm Water Planning, SWPPP;
- jj. Groundwater testing and air pollutant(s) testing
- kk. SEQRA/OPRHP Correspondence
- ll. Worker awareness training

### B. ACCREDITED ENVIRONMENTAL/ HEALTH & SAFETY TRAINING, including but not limited to:

- cc. Asbestos Handler Initial
- dd. Asbestos Handler Refresher
- ee. Air Sampling Technician Initial
- ff. Air Sampling Technician Refresher
- gg. Contractor/Supervisor Initial
- hh. Contractor/Supervisor Refresher
- ii. Inspector Initial
- jj. Inspector Refresher
- kk. Management Planner Initial
- ll. Management Planner Refresher
- mm. Project Designer Initial
- nn. Project Designer Refresher
- oo. Project Monitor Initial
- pp. Project Monitor Refresher
- qq. Allied Trade Initial
- rr. Allied Trade Refresher
- ss. O&M Initial
- tt. O&M Refresher
- uu. 40 Hour HAZWOPER

- vv. 8 Hour HAZWOPER Refresher
- ww. 40 Hour Site Safety Manager
- xx. 7 Hour Site Safety Manager
- yy. 10 Hour Construction Safety
- zz. 30 Hour Construction Safety
- aaa. USEPA Lead RRP Renovator
- bbb. USEPA Lead Assessor Initial & Refresher
- ccc. Asbestos Custodial, Maintenance Awareness Training
- ddd. Mold Assessor, Remediation Contractor and Abatement Worker Training Initial & Refresher

C. GEOTECHNICAL/ENVIRONMENTAL SURFACE/SUBSURFACE TESTING, including but not limited to:

- h. Geotechnical and Environmental Borings
- i. Provide graphic cross sections of subsurface conditions and other drawings;
- j. Percolations/exfiltration;
- k. Controlled fill testing;
- l. Groundwater monitoring well and observation well installation and testing;
- m. Foundation and earthwork inspection and testing
- n. Subsurface utility & structure locating

D. NON-DESTRUCTIVE TESTING, including but not limited to:

- k. Radiology testing;
- l. Ultrasonic testing;
- m. Magnetic particle testing;
- n. Liquid penetrant testing;
- o. Radioisotope moisture survey;
- p. Thermographic survey;
- q. Video survey (sanitary/drain/chimney, etc.);
- r. Electrical systems testing;
- s. Air balancing;
- t. Weld procedure testing and welder performance certification