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September 28, 2021

Mr. Jay Labare
Principal
APEX Consulting
191 East Main Street
Richmond, Vermont 05477

RE: Work Plan/Cost Estimate – Mold Assessment, Remediation Plan and Post-Remediation Mold Assessment – Richmond Library

Dear Mr. Labare:

KAS, Inc. (KAS) has prepared this work plan/cost estimate to conduct a mold assessment and prepare a remediation plan to address suspect mold identified in the Richmond Library located at 201 Bridge Street, Richmond, Vermont. Based on information provided including photographs, visible mold appears to be present along the bottom of walls in several areas of the basement. The State of Vermont does not have any mold legislation or regulatory requirements pertaining to mold; however, KAS operates in Vermont and New York State and has several trained and New York State-certified Mold Assessors under the New York State Mold Legislation. As such, KAS has extensive experience in performing mold assessments and preparing remediation plans for public and private buildings. KAS will perform the following scope of work.

Scope of Work

Mold Assessment

The scope of work for the mold assessment will include a visual inspection of the basement of library. The inspection will be performed to identify any visible mold and/or conditions conducive for mold growth. Sampling is generally not recommended if visible mold is present. KAS will bring a bore scope to inspect wall and ceiling cavities should the need arise. A moisture meter will be used to measure the moisture content in building materials that have been impacted by water. Temperature and relative humidity readings will also be collected from the basement using a temperature/relative humidity pen including outside for comparison. The area will be photo documented. The mold assessment report will include visual observations and field measurements.

Remediation Plan

Assuming mold is present, KAS will prepare a mold remediation plan, which will include the following:

- List of rooms/areas for work to be performed;
- Estimated quantities of materials to be cleaned or removed;



- Methods of remediation;
- Personal protective equipment (PPE) to be donned by the remediation contractor;
- Proposed clearance procedures and criteria for remediation;
- How to properly post area to notify occupants;
- Sources of moisture and recommendation for types of contractors; and,
- Requirements for containment to prevent the spread of mold to unaffected areas, if needed.

Post-Remediation Assessment

KAS will perform a post-remediation mold assessment following completion of the remedial work. The inspection will be to ensure the Mold Remediation Plan was performed properly by the remediation contractor. If sampling is recommended it will be discussed in the remediation plan. A moisture meter will be used to measure the moisture content in building materials that have been impacted by water. Temperature and relative humidity readings will also be collected from various locations using a temperature/relative humidity pen, including outside readings for comparison. The post-remediation report will include observations, field measurements and conclusions.

Conditions:

- Free and easy access will be provided.
- If mold is found present during the post-remediation assessment, the contractor will be required to remove the mold and an additional post-remediation assessment will be necessary.

Pricing

KAS will conduct a mold assessment for a firm fixed price of **\$875.00**. If mold is present, a remediation plan will be required. KAS will include a remediation plan with the mold assessment for a firm fixed price of **\$350.00**.

Once the remediation has been conducted, KAS will conduct a post-remediation assessment to ensure that remediation efforts were successfully completed. The post-remediation assessment will be conducted for a firm fixed price of **\$700.00**.

Schedule

KAS will schedule the field work associated with the mold assessment at a mutually agreeable timeframe. The mold assessment report and if warranted, a remediation plan will be completed within one week of the



site visit. The post-remediation mold assessment will be conducted within one week after the completion of the remediation.

KAS appreciates the opportunity to present this work plan/cost estimate. When ready to proceed, please sign the authorization below. Please feel free to contact me at (518) 563-9445.

Sincerely,

A handwritten signature in black ink, appearing to read "A Roth". The signature is written in a cursive style and is placed on a light gray rectangular background.

Aaron Roth
Branch Manager

CC: QO
Attachments: Terms and Conditions

AUTHORIZATION

The scope of work will be performed in accordance with this Work Plan/Cost Estimate. By signing below, the client agrees to the attached Terms and Conditions.

Work Authorized _____ Date _____
Name/Title



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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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

Revised 12/17/2015



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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.