



Kahn Home Inspectors

7 S Post Ln.

Airmont NY 10952

www.KahnHomeInspectors.com

845-445-8234

Date:

RE:

tel#

email address:

Proposal for Asbestos Survey:

The following proposal outlines environmental consulting services Kahn Home Inspectors (KHI) shall provide provide in conjunction with the proposed asbestos abatement projects planned for _____ Single Family homes in Sullivan County, NY. Proposed date of sampling is . The project would entail surveying the property for asbestos containing material (ACM) per NYS Industrial Code Rule 56 (ICR 56).

Work will be performed in accordance with current Local, State, and Federal Rules and Regulations. The breakdown of services we would provide for this project is as follows:

SCOPE OF WORK

A. Field Investigation

In order to familiarize ourselves with the project scope and existing conditions we will perform a visual inspection of the property. Kahn Home Inspectors work will be performed in accordance with the applicable professional standard of care, and in accordance with our Standard Operating Procedure for Inspection.

Individuals performing these services shall hold the necessary licenses and certifications to perform such services. Field assessment and survey work will be accomplished as follows:

1. Inspection for Asbestos:

Dov Ber Kahn will perform a visual inspection of the property in order to locate and/or confirm existing data with respect to suspect asbestos containing materials (ACM's). During the inspection, bulk samples of suspect ACMs from the property will be collected for analysis. Laboratory analysis of bulk samples collected will be performed by Polarized Light Microscopy (PLM) using the methodology specified in "Interim Method for the Determination of Asbestos in Bulk Samples, Section 1, Polarized Light Microscopy" (40 CFR part 763, Appendix E).

In the event a non-friable organically bound (NOB) material (i.e. floor tile) sample is analyzed to contain 1% or less asbestos, the Environmental Laboratory Approval Program (ELAP) requires that the sample be analyzed using Quantitative Transmission Electron Microscopy (QTEM) for confirmation.

B. Report

Upon completion of the project we shall provide a summary inspection report including all laboratory reports, supporting documentation and the project related variance.

FEES

We propose to perform the services associated with the scope of work for a lump sum **labor fee** of \$_____ for initial structure. At this time, we estimate the **direct reimbursable expenses** for the project to be approximately \$_____ **per structure** (direct expenses include bulk sample analysis with 5 day turnaround, variance fee, shipping, travel, etc.). Positive stop procedures will be implemented so that if a sample is found positive for asbestos then the remaining samples in the same homogeneous area will not be analyzed and will be considered ACM.

Only samples that are actually analyzed will be billed.

As the project site was not seen at this time only an **approximate** estimate of laboratory expenses is provided.

If the project scope noted is larger than anticipated or expanded or changes are made to the project there may be an increase in fee. In the event of additional samples, out of scope work, unforeseen conditions or requests for extra services Kahn Home Inspectors will notify you to determine the next course of action. Additional services will not be conducted until a fee agreement is reached.

Proposal quote is valid for 30 days from the date of receipt of this document.

Terms and Conditions

USE OF CONTRACT DOCUMENTS

Contract Documents prepared by Kahn Home Inspectors are instruments of professional services to be used only by you for this project. If you permit Kahn Home Inspectors documents to be used for any other purpose, you agree to indemnify and hold Company Name harmless against all damages, claims and losses, including defense costs arising out of any reuse without written authorization of Company Name, including reasonable attorney's fees.

GOVERNING LAW

This Agreement shall be in all respects subject to and construed in accordance with the law of the State of New York.

LIMITATION OF LIABILITY

It is agreed that Kahn Home Inspectors liability to you for professional negligent acts, errors or omissions, shall not exceed the total fees paid to Kahn Home Inspectors.

INDEMNIFICATION

You agree to hold harmless and to indemnify Kahn Home Inspectors from and on account of any damage or out-of-pocket loss, including costs and reasonable attorney's fees, by reason of any of your acts or omissions or acts or omissions of your officers, directors, employees, agents, consultants, clients or any other party with which you have a relationship.

TIMELY PAYMENTS

Invoices are payable when presented – 50% prior to date of survey and balance on date of but prior to report delivery. Zelle payment dov@kahnhomeinspectors.com / check made payable to Kahn Home Inspectors should be paid prior to start of project.

Venmo 347-469 8447

Credit Card payments will incur a 3% service fee. A credit card to be billed by the lab should be given prior to start of project. Credit Card will not be charged, without prior consent. if actual lab process is greater than proposed fee stated above.

TENANT/ OCCUPANT APPROVAL

Client affirms that he/she has received written or email consent from occupant that asbestos inspector has full permission to collect samples from finished surfaces. **Samples taken will damage the property. Asbestos inspector will not recompense or repair damaged areas.**

DISPUTES

All claims, counter-claims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement shall be decided by arbitration in accordance the Construction Industry Arbitration Rules of the American Arbitration Association.

If you find this proposal acceptable, please acknowledge by signing at the spaces provided and return a copy to our office or email signed copy. We appreciate the opportunity to be of service. If you have any questions, please contact us at 845-445-8234

Sincerely yours,

KAHN HOME INSPECTORS

DovBer Kahn

ACCEPTED BY:

Authorized Signature [Printed Name] Title

Phone Number Date