



October 8, 2021

Mr. Giraldo Hernandez
City of Pembroke Pines
8300 South Palm Drive
Pembroke Pines, Florida 33025

Sent via email: ghernandez@ppines.com

**RE: Proposal for Pre-Demolition Asbestos Survey
Former Pembroke Pines City Hall
10100 Pines Boulevard
Pembroke Pines, Florida 33025**

GLE Proposal No.: 21-70978P_Rev

Dear Mr. Hernandez:

GLE Associates, Inc. (GLE) has been requested to provide a proposal to the City of Pembroke Pines, for the performance of a pre-demolition asbestos survey at the former Pembroke Pines City Hall building located at 10100 Pines Boulevard, in Pembroke Pines, Florida. The following paragraphs describe our understanding of the services requested and provide associated costs.

UNDERSTANDING

Our understanding of this project is based upon our site walkthrough on October 6, 2021 and information provided by the Client. We understand that the project consists of a 6-story and 4-story building located in Pembroke Pines, Florida that is presently being considered for demolition. It is required that prior to demolition that a survey for the presence of asbestos-containing materials (ACM) be performed in order to obtain the necessary permitting.

SCOPE OF SERVICES

GLE will perform an asbestos survey for ACM that will generally consist of the following items:

1. Visual observations of friable and non-friable ACM
2. Physical assessment of suspected friable materials

GLE Associates, Inc.

3. Bulk sampling
4. Laboratory analysis
5. Written report documenting findings
6. Recommendations and conclusions

The asbestos survey will consist of a walkthrough of the interior and exterior of the subject structures in its entirety. Accessible areas within the structure will be observed for potential ACM by properly trained and certified personnel. After these visual observations are completed, representative samples of each suspect material will be obtained as necessary to comply with current National Emissions Standards for Hazardous Air Pollutants (NESHAP) and Occupational Safety & Health Administration (OSHA) regulations. The sampling protocol will be determined in the field by our surveyor based upon previous experience and in general accordance with all Asbestos Hazard Emergency Response Act, NESHAP and OSHA regulations.

GLE will conduct the sampling in accordance with currently acceptable engineering practices and appropriate care, but the owner should note that some ACM might be hidden behind walls or other building elements. The sampling will consist of the removal of small portions of building components to be analyzed for asbestos content. Due to the various forms of construction/renovation techniques that may have been used, there may be areas of the building that will not be able to be accessed until demolition activities occur. Therefore, any suspect hidden material found should be assumed to be ACM until tested and/or verified to be non-asbestos-containing through laboratory analysis.

A National Voluntary Laboratory Accreditation Program accredited laboratory using Polarized Light Microscopy will analyze samples collected on the project. This is the method of analysis that is recommended by the Environmental Protection Agency.

Roofing samples will be collected as part of this project provided that the roofing systems can be safely accessed utilizing a 24-foot ladder or an existing roof access hatch. In the event that the subject roof system cannot be safely accessed, the Client should arrange alternative means for GLE to gain access to the subject roof systems. Per current environmental standards, should the roofing system not be sampled, it will be reported as presumed ACM until analytical testing determines otherwise. We recommend that a properly qualified roofing contractor be employed by the Client to provide permanent patching at our sample locations. Additionally, please be advised that sampling of the existing roofing systems may void any existing warranties.

Upon completion of the above-referenced survey, GLE will issue a final report summarizing the results of the survey, and will identify the location, quantity, and accessibility of the materials sampled and determined to contain asbestos. Our reports will include recommendations and conclusions for dealing with any asbestos determined to be present.

CLIENT RESPONSIBILITY

GLE requires that the Client provide the following:

1. Written authorization to provide the proposed services.
2. Site access. GLE will require unrestricted access to the site for no less than one full day by our technical inspectors.

PROFESSIONAL FEES

GLE's fee to complete the above-referenced scope of services for the subject site is a lump sum fee of **4,530.00**. This cost may be broken down as follows:

Fieldwork

Survey		\$ 1,700.00
Miscellaneous Expenses (ODC, Mileage, Disposables)		<u>75.00</u>
	Subtotal	\$ 1,775.00

Laboratory

Asbestos PLM Sample/Analysis (up to 136 samples, 72-hr TAT)		\$ 2,040.00
	Subtotal	\$ 2,040.00

Reporting and Closeout

Final Project Report		\$ 715.00
	Subtotal	\$ 715.00

Total Lump Sum Fee \$ 4,530.00

GLE will require complete access to the subject site at the agreed upon survey date and time. Should GLE experience delays in the performance of this work due to accessibility, it is accepted and understood by the Client that GLE will be entitled to additional fees for our time at the rates quoted above.

For the purpose of this proposal, GLE assumes that up to 136 representative bulk samples will be collected and analyzed from the subject structure. GLE will utilize the positive stop methodology for sample analysis. Should additional sampling be required above the estimated 136 samples, these samples may be analyzed at the unit rate of \$15.00 per sample.

In the event that laboratory sample data indicate results between trace (< 1%) and 10% asbestos content for Regulated Asbestos-Containing Materials (RACM), further analysis of these materials by Point-Count analysis may be deemed beneficial by the Client. GLE will discuss these options with the Client, and additional fees as applicable, prior to performing further sample analysis.

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GLE will not exceed the lump sum fee as provided above without prior authorization from the Client.

SCHEDULE

Once authorization to proceed has been provided, GLE can typically schedule the fieldwork within 24-48 hours. Laboratory analysis will be completed within three to four working days and GLE will provide a final written report within five working days of receipt of the sample analysis. Verbal results will be provided upon completion of sample analysis.

AUTHORIZATION

Should this proposal meet with your approval, please provide us with an appropriate purchase order (PO) or signed proposal acceptance sheet (PAS), authorizing us to perform the work outlined above. The completed PO/PAS and this proposal will serve as a contract between us.

GLE appreciates the opportunity to present this proposal and we look forward to working with you on this project.

Sincerely,
GLE Associates, Inc.



John C. Simmons
Vice President



Robert B. Greene, PE, PG, CIH, LEED AP
President
Florida LAC # EA 0000009

JCS/RBG/el



PROPOSAL ACCEPTANCE SHEET

Project Proposal for Pre-Demolition Asbestos Survey
Former Pembroke Pines City Hall – 10100 Pines Boulevard, Pembroke Pines FL
Cost \$4,530.00 **Proposal No./Date/PM** 21-70978P_Rev/October 8, 2021/JCS

PAYMENT OF SERVICES

Charge Invoice to:

Firm _____
Address _____

Zip Code _____
Attention _____ **Title** _____
Telephone _____ **Email** _____

REPORT DISTRIBUTION/CORRESPONDENCE

Two reports will be provided for the cost estimate above; additional reports are charged at \$50.00 each. Reports will be sent to:

Firm _____
Address _____

Zip Code _____
Attention _____ **Title** _____
Telephone _____ **Email** _____

SPECIAL INSTRUCTIONS

PROPERTY OWNER IDENTIFICATION

Firm _____
Address _____

Zip Code _____
Attention _____ **Title** _____
Telephone _____ **Email** _____

PROPOSAL ACCEPTANCE

The Terms and Conditions of this Proposal, including the terms on this page and GLE's Standard Terms & Conditions on the following page hereof are:

Accepted this _____ **day of** _____, **20** _____

Print or Type individual, firm or corporate body name

Signature of authorized representative

Print or type name or authorized representative and title

GLE Associates, Inc.

1000 NW 65th Street, Suite 300-D | Ft. Lauderdale, Florida 33309 | 754-223-2697 | Fax: 754-223-2937
Tampa | Orlando | Miami | Jacksonville | Gainesville | Atlanta | Nashville
Architecture AR 0007729 • Engineer RY 5483 • Asbestos ZA 0000034 • Geology PG 1737

Standard Terms and Conditions

Services to be Provided. GLE Associates, Inc., an independent consultant, agrees to provide Client for its sole benefit and exclusive use consulting services set forth in our Proposal.

Definitions. When used herein, the terms "we", "us", or "our" refer to Consultant and the terms "you", "your", "he", "his", "it" and "its" refer to client.

Right of Entry and Right to Proceed. Client grants a right of entry from time to time to consultant, its agents, staff, consultants, and contractors or subcontractors, for the purpose of performing and with the right to perform all acts, studies and research including without limitation the making of tests and evaluations, pursuant to the agreed services. Client represents that he possesses all necessary permits and licenses required for the continuation of its activities at the site.

Billing and Pament. Unless otherwise indicated in our Proposal, our billings will be based on actual accrued time, test costs, and expenses. Client agrees to pay invoice upon receipt. Should payment not be received within 30 days, the amount due shall bear a service charge of 1-1/2 percent per month or 18 percent per year, and the cost of collection including reasonable attorney's fees, if so collected by law through an attorney. In lieu of the statutory post judgment rate provided by section 55.03, *Florida Statutes*, as amended, the interest rate of 1-1/2 percent per month or 18 percent per year shall also apply post-judgment, as permitted by the aforementioned statute. If 1-1/2 percent per month exceeds the maximum allowed by law, the charge will automatically be reduced to the maximum legally allowed. If Client has any objections to any invoice or part thereof submitted by Consultant, he shall so advise us in writing giving his reasons within 14 days of receipt of such invoice. Client agrees it will not exercise any right of set-off it has under this Agreement, any continuing agreement with Consultant, or any right of set-off provided by law. No deduction shall be made from Consultant's invoice on account of penalty, liquidated damages, or other sums withheld from payments to contractors or others. Payment of the invoice shall constitute final approval as to all aspects of the work performed to date as well as the necessity thereof. If the project is terminated in whole or in part then we shall be paid for services performed prior to our receiving or issuing written notice of such termination, in addition to our reimbursable expenses and any shut down costs incurred. Shut down costs may, at our sole discretion, include completion of analysis and records necessary to document our files and protect our professional reputation.

Damage at Site. We will not be liable for any property damage or bodily injury arising from damage to or interference with structures including without limitation, pipes, tanks, telephone cables, etc., which are not called to our attention in writing and correctly shown on the plans furnished by client in connection with work performed under this Agreement. Client recognizes that the use of test equipment may unavoidably affect, alter, or damage buildings, structures and equipment in, at, or upon the site. Client accepts the fact that this is inherent to our work and will not hold us liable or responsible for any such affect, alteration or damage.

Standard of Care and Warranty. Professional services provided by us will be performed, findings obtained, and recommendations prepared in accordance with generally accepted architecture and engineering principles and practices. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED.

Public Liability. Consultant maintains workers' compensation and employer's liability insurance for our employees as required by state laws. In addition, we maintain comprehensive general liability and auto liability insurance.

A Certificate of insurance can be supplied evidencing such coverage. We will not be liable or responsible for any loss, damage or liability beyond the amounts, limits, coverage, or conditions of such insurance specified above.

Indemnity: Client and GLE agree to hold harmless and indemnify the other, their respective agents, their respective employees, and their respective subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including the cost of defense, investigation, settlement, and reasonable attorneys fees) to the proportional extent such losses, liabilities and costs and expenses arise out of the negligent acts, errors or omissions or willful misconduct by either party respectfully or from any violation of any and all applicable statutes, ordinances, rules and regulations of any government or of any agency by either party respectfully. Client shall, in the event of liability arising out of their joint negligence or willful misconduct, indemnify and save each other harmless in proportion to their relative degree of fault.

Limitation of Liability: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND FOR ADDITIONAL CONSIDERATION OF \$10, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE CLIENT AGREES THAT GLE'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT, ANY SECONDARY

CLIENTS OR ANY THIRD PARTY DUE TO GLE'S BREACH OF CONTRACT OR NEGLIGENT PROFESSIONAL ACTS, ERRORS OR OMISSIONS WILL BE LIMITED TO AN AGGREGATE OF \$50,000 OR THE TOTAL FEES PAID BY CLIENT TO GLE UNDER THE PROPOSAL, WHICHEVER IS LESS. NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES (INCLUDING LOSS OF USE, INCOME, PROFITS, FINANCING OR REPUTATION) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Sampling and Testing Location. The fees included in our Proposal do not include costs associated with surveying of the site and/or facility to determine accurate horizontal and vertical locations of tests. If surveying is required cost of surveying will be paid by client. Field tests or sample locations described in our report or shown on sketches are based on specific information furnished by others or estimates made in the field by our personnel. Such dimensions or elevations are approximate.

Client Disclosure: Client agrees to advise GLE of any hazardous substances or any condition on or near the site that presents a potential danger to human health, the environment, or GLE's equipment. GLE does not assume control or responsibility for the site or the persons in charge of the site, or undertake responsibility for reporting to any federal, state or local agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local agencies as required by law, or otherwise make timely disclosure of any information that may be necessary to prevent damage to human health, safety or the environment. Client acknowledges that GLE may be required to make such disclosures if Client fails to do so and agrees to hold GLE harmless from any such disclosure.

Scheduling of Services: The services set forth in GLE's proposal will be accomplished in a timely and professional manner by GLE personnel. If GLE is required to delay commencement of the services or if, upon embarking upon its services, GLE is required to stop or interrupt the progress of its services as a result of changes in the scope of work requested by the Client, to fulfill the requirements of third parties, or for other causes beyond the direct reasonable control of GLE, additional charges will be applicable and payable by Client. Should completion of any portion of services be delayed for causes beyond the reasonable control of, or without the fault or negligence of, GLE, the time of performance shall be extended for a period equal to the delay.

Sample and Waste Disposal: Samples are generally consumed and altered during testing and are disposed of immediately upon completion of tests. If Client wishes GLE to retain any test samples, then, at Client's written request, GLE will use its best efforts to retain preservable samples or the residue therefrom but only for a mutually acceptable time and for an additional charge. GLE reserves the right to refuse storage of any samples. Client agrees that GLE is not responsible or liable for loss of samples retained in storage. If Client requests GLE to containerize drilling waste and/or fluids produced by GLE's activity ("waste"), Client will provide a secure storage location at or near the project site to prevent tampering with the waste. Non-hazardous waste will be disposed of by GLE for an additional charge at an appropriately licensed facility.

In the event that samples or waste contain asbestos, toxic or hazardous substances or constituents, ("contaminants"), GLE will either: 1) return the samples or waste to Client for proper disposal or 2) using a manifest signed by Client as generator for an additional fee, have the samples or waste transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transporting and disposal of samples of waste. Client recognizes and agrees that GLE is acting as a bailee and at no time assumes title, constructive or expressed, to such samples or waste.

Unforeseen Occurrences. If, during the performance of services, any unforeseen hazardous substances or constituents or other unforeseen conditions or occurrences are encountered which, in our sole judgement significantly affect or may affect the services, the risk involved in providing the services, or the recommended scope of services, we will promptly notify Client thereof. Subsequent to that notification, Consultant may:

If practicable, in our sole judgement, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal;

- (b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of the previously

unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or

- (c) Terminate the services effective on the date specified by us in writing.

Documents. Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by us for proper performance of our services. We may rely upon Client-provided documents in performing the services required under this Agreement; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain property of Client. All documents, including but not limited to, drawings, specifications, reports, field notes, laboratory test data, calculations and estimates prepared by us as instruments of service pursuant to the Agreement, shall be our sole property. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by us pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without our prior written permission. If Client uses all or any portion of our work on another project without our permission, Client shall to the maximum extent permitted by law save us harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document we deliver to Client shall be reproduced or distributed, whether for advertising or any other purpose, without our prior written consent. Any such reproduction or distribution shall be at Client's sole risk and without liability or legal exposure to consultant.

Field Representative. The presence of our field personnel either full- or part-time will be for the purpose of providing observation and field testing of specific aspects of the project. Should a contractor be involved in the project, our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by us shall excuse contractor in any way for defects discovered in contractor's work. It is agreed that we will not be responsible for job or site safety on the project and that we do not have the right to stop the work of the contractor.

Severability. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

Priority Over Form Agreements/Purchase Orders: The Client agrees that the provisions of this agreement shall control and govern over any orders, purchase orders or work orders or other form writings issued or signed by the parties ("orders"), and such forms shall have no force or effect but may be issued by Client to GLE, without altering the terms hereof, solely for the purpose of convenience in ordering services.

Termination: This agreement may be terminated by either party with or without cause upon giving (7) days prior written notice to the other party. This agreement will terminate automatically upon the insolvency of the Client. In the event Client requests termination prior to the completion of the proposed services, Client shall take possession of the premises and the materials and equipment paid for and belonging to Client, and GLE shall be paid for all services performed to the date of termination and for all reasonable costs incurred in project closeout.

Consideration: The parties agree the charges for GLE's services are sufficiently adjusted downward to include any specific consideration payable to Client for any indemnities or any other clause requiring specific consideration as required under these Terms and Conditions.

Attorney Authority: If GLE is being retained by Client's counsel, such counsel represents that he/she has the authority to bind, and hereby expressly binds Client to these Terms and Conditions.

Survival. All obligations arising prior to the termination of the Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Contractor shall survive the completion of the services and the termination of this Agreement.

Integration. This Agreement and the documents attached hereto and which are incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

Governing Law. This Agreement and any amendments to it shall be governed in all respects by the laws of the State of Florida. The parties hereby agree that the venue for any lawsuit filed by any person pursuant to this Agreement shall only be in Hillsborough County, Florida. Each party hereby irrevocably submits itself to the original jurisdiction of the state and federal courts sitting in or having jurisdiction over Hillsborough County, Florida with regard to any controversy in any way relating to the execution, delivery or performance of this Agreement. "The parties each had an opportunity to review and negotiate this agreement and this agreement shall not be construed more strictly against one party as drafter."