

Date: 1/15/2026

Region: 4A

FAC ID: NY070

FEMS No.: 3462521

Maximo WO No.: 20951

Asset #: NA

Priority: Urgent



**Original Work Request:**

\*\*Need the mold assessment before mitigation can be performed.\*\* Fresh air intake in basement has a lot of mold growing around it. The mold was caused by the dehumidifier not working, the dehumidifier has been repaired. And the area is starting to dry out. Remove mold from walls and ceiling in basement mechanical room.

**Description of Repairs Needed:**

Labor and material to perform a microbial assessment to be conducted for the basement mechanical room at the above referenced property address. Per the client, there is suspect microbial growth around the fresh air intake. The client reports that the growth has been caused by the dehumidifier not working, which has since been repaired. AMD will make use of sampling methods for any suspect visible staining identified in the areas of concern to confirm or deny the presence of microbial growth. In addition to visually assessing, and conducting sampling AMD will provide a lab analysis and written report documenting the types of spores (if any) being found in the air, and at what levels including recommendations to mitigate the locations of concern, providing the protocol necessary to proceed with remediation efforts. AMD will return to the inspection site to conduct Mold Clearance sampling following remediation to ensure the location achieves clearance criteria.

Labor:	Labor Hrs	Labor Rate	Total
NYS Compliant Mold / Moisture Visual Assessment (Includes Travel, Tech Time, Surface Samples, Reporting) Flat rate	1	\$ 2,500.00	\$ 2,500.00
NYS Compliant Mold Clearance (Includes Travel, Tech Time, Surface Samples, Reporting) Included.	0	Included	Included

Material List:	Quantity	Cost	Total
			\$ -
			\$ -
			\$ -
			\$ -

Equipment List:	Quantity	Cost	Total
			\$ -
			\$ -
			\$ -

**PM WO History:**

NA
----

**Estimate Summary:**

Labor	Material	Equipment
\$ 2,500.00	\$ -	\$0.00

Sub Total	G&A 12%	Fee 6%	Total Estimate
\$2,500.00	\$300.00	\$150.00	\$2,950.00



AMD Environmental Consulting Inc.  
72 E Niagara St Suite 100  
Tonawanda, NY 14150  
O: 716 833 0043 | F: 716 241 8689  
Amdenvironmental.com

January 15<sup>th</sup>, 2026

Attn: Julie Pape  
Project Coordinator  
Tidewater, Inc.  
6625 Selnick Drive, Ste A.  
Elkridge, MD 21075  
Fax: 1-410-579-1685  
Mobile: (904)-465-1981  
Email: [julie.pape@tideh2o.net](mailto:julie.pape@tideh2o.net)

Ms. Pape,

AMD Environmental is pleased to provide you with the following work proposal for environmental services.

**Project Location: NY070 USARC 515 Ridge Road, Webster, New York 14580 – Basement Mechanical Room**

**Mold Assessment & Clearance Testing Scope of Work:**

- The client would like a microbial assessment to be conducted for the basement mechanical room at the above referenced property address. Per the client, there is suspect microbial growth around the fresh air intake. The client reports that the growth has been caused by the dehumidifier not working, which has since been repaired. AMD will make use of sampling methods for any suspect visible staining identified in the areas of concern to confirm or deny the presence of microbial growth. In addition to visually assessing, and conducting sampling AMD will provide a lab analysis and written report documenting the types of spores (if any) being found in the air, and at what levels including recommendations to mitigate the locations of concern, providing the protocol necessary to proceed with remediation efforts. AMD will return to the inspection site to conduct Mold Clearance sampling following remediation to ensure the location achieves clearance criteria.

Mold Assessment: AMD Environmental will conduct a mold assessment according to guidelines established by Article 32, Title 2: "Minimum Work Standards for the Conduct of Mold Assessments and Remediation by Licensed Persons." Air and surface samples will be collected with an ambient control to determine if indoor air quality hazards due to mold are present. Additionally, a visual assessment for microbial growth throughout the space will be conducted, per ASTM E2418-06 Standard Guide for Readily Observable Mold and Conditions Conducive to Mold in commercial buildings: Baseline Survey Process. Per Article 32, Title 2, a work protocol will be developed if deemed necessary based off the assessment (Pre-Testing).

Mold Clearance: If necessary, sampling will be conducted (Post Testing) following mold mitigation. If mold clearance samples fail to achieve clearance criteria, the contractor will be instructed to re-clean and re-test clearance sampling will be required which would be an additional fee.

Fee Schedule 5-Day TAT On Samples – Mold Assessment and Clearance	Quantity	Unit Fee		Total	
Technical Personnel:					
NYS Compliant Mold / Moisture Visual Assessment (Includes Travel, Tech Time, Surface Samples, Reporting)	1	\$	Flat Fee	\$	2,500.00
NYS Compliant Mold Clearance (Includes Travel, Tech Time, Surface Samples, Reporting)	1	\$	Included	\$	Included
NYS Compliant Mold Clearance Re-Test (If Applicable) (Includes Travel, Tech Time, Surface Samples, Reporting)	To Be Determined	\$	1,000.00	\$	To Be Determined
Total Estimated Cost				\$	2,500.00

**Note:** If days on-site go beyond the estimated days the total cost will reflect the additional days at the standard Day Rate. Over time is not included in this quote and this fee may be negotiated if deemed necessary for job completion.

**Continued on Following Page**



**AMD**  
ENVIRONMENTAL

AMD Environmental Consulting Inc.  
72 E Niagara St Suite 100  
Tonawanda, NY 14150  
O: 716 833 0043 | F: 716 241 8689  
Amdenvironmental.com

**Please sign and return- via email, mail, or fax.**

Date:	PO #:	Name/Title:
-------	-------	-------------

Client Signature: \_\_\_\_\_

Regards,

Jonathan Wolf  
Vice President  
AMD Environmental Consultants, Inc.



## TERMS AND CONDITIONS

**DISPUTE RESOLUTION.** Any claims or disputes between AMD and Client arising out of the services to be provided by AMD or arising out of this Agreement, and/or any claims or disputes between AMD and any other party, entity or individual arising out of the services to be provided by AMD under this Agreement, shall be submitted to non-binding arbitration or mediation in Niagara Falls, New York. If mediation fails to resolve the dispute, any legal action or proceeding arising out of the services to be provided by AMD or arising out of this Agreement between AMD and Client, and/or AMD and any other party, entity or individual, shall have a venue exclusively in Supreme Court of the State of New York held in and for the County of Niagara or United States District Court for the Western District of New York.

**DAMAGES.** Any damages for which AMD may be liable to Client and/or any other party, entity or individual shall not, in any event, exceed the cash price of this Agreement.

**DISCLAIMER.** All services and procedures performed by AMD under this Agreement are performed in accordance with recognized methodologies. AMD is not liable for data interpretation by individuals or entities who are not AMD's employees or agents.

**SEVERABILITY.** In the event one or more of the provisions of this Agreement or any application thereof shall be held invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other application shall not in any way be impaired thereby.

**RESERVATION OF RIGHTS OF DISPUTE.** In the event that AMD is required to, or deems it appropriate, to proceed with and complete any work which is the subject of a dispute or claim between AMD and Client, and/or AMD and any other party, entity or individual arising out of the services to be provided by AMD under this Agreement, AMD may, if it deems appropriate, but is not required to, proceed with such work, and thereafter or contemporaneously, file for arbitration or mediation without waiving any rights, claims or defenses it may have.

**ATTORNEYS FEES.** In the event arbitration, mediation or a legal action or proceeding is instituted for the enforcement of any term or condition of this Agreement, and/or in the event that a claim or dispute arises out of the services to be provided by AMD or arising out of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees in said action or arbitration, in addition to costs and reasonable expenses in the prosecution or defense of said action or arbitration.

**PAYMENT TERMS.** The Client hereby agrees to pay AMD for all services performed and all costs incurred. Invoices for AMD services shall be submitted to Client, at AMD's option, either upon completion of the services or on a monthly basis. Invoices shall be payable upon receipt.

**FAILURE TO MAKE PAYMENT.** Should any invoice not be paid within ten (10) business days after receipt, AMD at its option may, without waiving any claim or right against Client, and without liability whatsoever to Client, treat said lateness as a material breach of this Agreement and justifiably suspend performance of services or refuse to complete the balance of this Agreement. Accounts unpaid thirty (30) days after the invoice date may be subject to a monthly services charge of one and a half percent (1.5%) on the unpaid balance. In the event any portion of an account remains unpaid sixty (60) days after billing, AMD may institute collection actions or proceedings and Client shall pay all costs of collection, including reasonable attorneys' fees.

**RETENTION OF PAYMENT.** Client is authorized only to withhold retention from AMD to the extent that funds are withheld from Client for the work performed by AMD. In no event shall Client withhold more than ten percent (10%) of payments due AMD. All retentions must be paid to AMD within thirty (30) days of the date AMD substantially completes all its work.

**RETENTION OF WORK PRODUCT.** Should any invoice not be paid within ten (10) business days after receipt, AMD at its option may, without waiving any claim or right against Client, and without liability whatsoever to Client, treat said lateness as a material breach of this Agreement and justifiably withhold any and all work product arising out of the services to be provided by AMD or arising out of this Agreement including, but not limited to, assessment and/or consulting reporting, analysis and/or recommendations.

**ITEMS NOT RESPONSIBILITY.** Unless specifically included in this Agreement, AMD shall not be held responsible for any existing violations of applicable regulations, ordinances, laws or statutes, whether cited by the appropriate authority or not. AMD is not responsible for any abnormal or unusual preexisting conditions.

**FORCE MAJEURE.** Neither party shall be considered in default in the performance of any obligation hereunder to the extent that performance of such obligation is prevented or delayed by events, occurrences and/or conditions that could not be reasonably foreseen by AMD or that are out of the reasonable control of AMD, which include but are not limited to, fire, flood, explosion, strike, labor disputes, lockouts, war, insurrection, embargo, government requirement and/or act of god.

**EXTRA SERVICES.** AMD shall provide only those services specified in this Agreement at the specified project sites. Additional services not included in this Agreement will require either revision of this Agreement or a separate agreement between AMD and Client. Any services to be performed at project sites other than those listed in this Agreement will require either revision of this Agreement or a separate agreement between AMD and Client.

**MODIFICATION.** Any alteration or modification of any terms of this Agreement, or replacement of this Agreement, shall not be valid unless in writing and signed by both the parties.

**ASSIGNMENT AND SUBCONTRACTING.** AMD shall be allowed to assign any work or services under this Agreement, or any portion of it, without the written consent of Client.

**PROTECTION OF WORK.** To allow AMD to protect its own work, Client shall provide to AMD adequate storage space and security on site. Once AMD's work is completed, Client shall be responsible for the protection of the work, as well as the entire project. If AMD's work is damaged or destroyed through the carelessness, negligence or recklessness of persons other than AMD, AMD shall re-perform or repair the damaged work, but will do so only upon being compensated for same.

**INSURANCE.** AMD represents that it, together with its employees and agents, is protected by, and has all necessary insurance policies. Certificates for any such policies of insurance will be provided to Client upon written request. Client recognizes that AMD insurance policies may contain certain exclusions. Client agrees to defend, indemnify and hold AMD and its employees or agents harmless for and against all claims, causes of action, suits, proceedings, damages, losses and expenses, including but not limited to, third party claims or actions arising out of the services to be provided by AMD or arising out of this Agreement that fall within the scope of any exclusion from AMD's insurance policies.



**INDEMNIFICATION.** Client shall, to the fullest extent permitted by law, indemnify and hold harmless AMD, its officers, directors, employees, agents, subcontractors and sub-consultants from and against all damage, liability and cost, including reasonable attorney fees and defense costs, arising out of the services to be provided by AMD or arising out of this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of AMD.

**RESERVATION OF RIGHTS.** Any delay or failure by AMD to enforce any of its rights or remedies afforded to it under this Agreement and/or by law shall not prejudice or operate to waive that right or remedy, including but not limited to, any remedy for breach of contract.

**WAIVER.** Client hereby agrees, to the fullest extent permitted by law, to waive any claims or causes of action against AMD arising out of the services to be provided by AMD or arising out of this Agreement, except for those claims or causes of action attributable to the sole negligence or willful misconduct of AMD.

**FEE AND COST FLUCTUATIONS.** Client hereby understands that all fees and costs for payment to AMD for services to be provided by AMD under this Agreement are estimated, and are provided to Client only for Client's convenience. Accordingly, Client agrees that to the extent that fees and costs increase for services to be provided by AMD or arising out of this Agreement, Client shall compensate AMD proportionately to such increases of fees and costs.

**ACCESS TO SITE.** Client shall provide AMD with access the project site for activities necessary for the performance of the services that are the subject of this Agreement. Client authorizes AMD and its employees or agents to enter on to and examine the subject project site property and to extract samples for subsequent laboratory analysis, within all areas of the project site in accordance with the Scope of Services paragraph in this Agreement. AMD shall not be responsible in manner for restoration of any resulting damage and will not be responsible for such costs.

**STANDARD OF CARE.** Services provided by AMD under this Agreement will be performed in accordance with such documents as plans, specifications and instructions provided by Client, and in a manner consistent with the level of care and skill ordinarily exercised by members of the industry under similar conditions using recognized methodologies. In acceptance of reports of observations, tests and opinions provided to Client pursuant to this Agreement, Client acknowledges that the extent of AMD's obligation with respect thereto is limited to the furnishing of such data, which shall not be solely relied upon by others as acceptance of any construction work, nor shall it relieve a contractor in any manner from his contractual obligations and responsibilities to conduct the work in conformance with the project's plans and specifications. AMD will be responsible only for the data furnished by it, but shall not be responsible for the interpretation and/or misinterpretation of the information by other individuals or entities. Client agrees to indemnify and hold harmless AMD and its employees and agents from and against all claims, damages, losses and expenses arising from the interpretation and/or misinterpretation by others of the information and data provided by AMD.

**HIDDEN CONDITIONS.** A condition is hidden if it is concealed by existing finishes or is not capable of investigation by reasonable visual observation. If AMD has reason to believe that such a condition may exist, Client shall authorize and pay all costs associated with the investigation of such a condition. If Client fails to authorize such investigation after due notification, or if AMD has no reason to believe that such condition exists, AMD shall not be responsible for the hidden condition, or any and all resulting damages to persons or property.

**HAZARDOUS WASTES.** Client shall advise AMD of any hazardous wastes, substances or conditions existing at and/or near the project site. If AMD discovers such hazardous wastes, substances or conditions after it commences work or services under this Agreement, or if AMD discovers the nature or extent of the hazardous wastes, substances or conditions differ materially from what Client advised AMD, Client agrees that the Scope of Services, schedule, and fees shall be adjusted as needed to complete the work or services. The ownership of, and responsibility for, all contaminated materials and/or hazardous wastes, substances or conditions generated, released, uncovered, transported and/or collected during the work tasks under this Agreement shall remain with Client.

**INFORMATION FOR THE SOLE USE AND BENEFIT OF CLIENT.** All opinions, conclusions and recommendations provided by AMD, whether written or oral, and any plans, specifications or other documents and services provided by AMD are for the sole use and benefit of Client in furtherance of its performance under the Prime Contract and are not to be provided to any other individual or entity without the prior written consent of AMD. Nothing in this Agreement shall create a contractual relationship with or cause of action in favor of any third party against AMD.

**OWNERSHIP OF DOCUMENTS.** All documents produced by AMD under this Agreement are instruments of AMD's professional service and shall remain property of AMD, and may not be used by Client for any other purpose without prior written consent of AMD.

**CERTIFICATIONS, GUARANTEES AND WARRANTIES.** AMD shall not be required to execute any document that would result in AMD certifying, guaranteeing or warranting the existence, or lack of, any condition.

**TERMINATION OF SERVICES.** This Agreement may be terminated by either party, at any time, upon (10) days written notice to the other party. In the event of termination, Client shall pay AMD for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as a result of termination.

**ENTIRE AGREEMENT.** This Agreement contains the full and complete understanding and agreement of the parties with respect to the subject matter hereof, and supersedes all prior understandings and agreements, if any, whether oral or written, concerning the subject matter hereof.