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September 1, 2017

Via email

Mr. Lee Pavone
Yonkers Public Schools
One Larkin Plaza
Yonkers, NY 10701

Re: Cornell Academy, Yonkers, NY – Asbestos Abatement Project/Air Monitoring & Inspection

Dear Mr. Pavone:

Adelaide is pleased to provide you with this cost estimate for asbestos testing and at the above referenced properties. Adelaide will perform the inspection according to all federal, state and local regulations.

Asbestos Project/Air Testing Services:

Adelaide is pleased to provide you with this proposal for asbestos project/air at the above referenced properties. Adelaide will perform the inspection according to all federal, state and local regulations.

Asbestos Project/Air Monitoring Services:

- Principal/General Manager \$125.00/hour
- Senior Inspector \$85.00/hour
- Clerical \$40.00/hour
- NYS Asbestos Inspector \$65.00/hour
- Asbestos Project/Air Monitor \$440.00/shift (up to 8 hour shift)
- Asbestos Project/Air Monitor \$82.50/hour (OT)
- Close-out Report Preparation \$300.00 (flat charge)
- PCM Air Sample \$15.00/sample
- PCM Sample (rush turnaround) \$22.50/sample
- TEM Air Samples (6 hour turnaround for finals) \$127.50/sample
- PLM Bulk Sample \$15.00/sample

Based on the 14 day abatement schedule provided by the contractor (14 – single 8- hour shift/day every day and 3 hours of OT per day in a single large work area, plus backgrounds, durings & finals – Adelaide assumes an extra day for backgrounds and an extra day for finals so 16 shifts) project plus 152 background & during samples and 13 TEM final air sampling the will be approximately \$15,932.25.

Our fee is completely dependent on the abatement contractor's schedule. If the contractor decides to staff the job with many people and get the job done quickly our fees will be less. If he staffs the job with a small crew and takes longer our fees will be higher. Adelaide will bill based on a time and materials basis so the above is just an estimate based on the schedule received. We will bill actual amounts utilized for the work.

In addition, the inspection includes 3 site visits and 4 PLM samples as well as a site specific variance preparation that was eventually not submitted. The total for this is \$1,620.00.

The total will be:

Project Monitoring Estimate – 15,932.25 + Inspection - \$1,620.00 = \$17,552.25



TERMS AND CONDITIONS OF AGREEMENT

1. APPLICABILITY.

This Agreement shall apply to the Proposal of Services previously given to and accepted by Client.

2. SERVICES RENDERED.

Client grants to the contractor the exclusive right to carry out the services as set forth in the Proposal of Services. Client agrees to make payments as provided therein and Contractor agrees to furnish such services as specified in accordance with the terms of this Agreement.

3. CHARGES AND PAYMENT.

Client shall pay to the Contractor on the basis set forth in said Proposal of Services provided by Contractor within ten (10) days after receipt of an invoice from the Contractor. Contractor may impose, and client agrees to pay a late fee and interest for the past due payments not to exceed the maximum rate allowed by applicable law. In any event that any payment is not made when due, Contractor may, at its sole option, terminate this Agreement on notice to the Client and recover all past due payments and liquidated damages as set forth below.

4. CHANGES.

Any changes to the Proposal of services shall be in writing.

5. EQUIPMENT.

(a) Responsibility. Any equipment furnished by Contractor to any property owned or leased by client shall remain the property of Contractor. Client acknowledges that Client will take no steps or permit any action which would result in loss or damage to the equipment.

(b) Access. Client agrees to provide unobstructed access to Contractor to fulfill the terms of the Proposal of Services

(c) Liquidated Damages. If Client defaults or attempts to cancel Contractor's services, Client agrees that the Contractor's actual damages would be difficult, if not possible, to calculate. Therefore, Client agrees that in any such event it shall pay all past due sums and, in addition, shall pay as liquidated damages and not as penalty an amount equal to 30% of the remaining amounts due under the Proposal, plus all attorney's fees and expenses incurred by Contractor to enforce its rights against Client for cancellation of said Agreement.

6. ATTORNEY'S FEES.

In the event of the breach of this agreement by client, the client shall be responsible for any and all reasonable attorneys' fees, collection fees and the costs of Adelaide Environmental Health Associates Inc. incident to any action brought to enforce the terms of the Agreement.



Adelaide



7. INDEMNIFICATION.

The Client hereby agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for any injury or death to persons or loss or damage to property arising out of Client's use or possession of Contractor's equipment and for any negligence of the Client to Contractor or any other person, regardless of apportionment of fault against the Contractor or determination of assumption of the risk by the Contractor, any of contractor's employees, assigns or other personnel.

8. ARBITRATION.

The parties agree that any disputes shall be submitted to arbitration by using the American Arbitration Association, or any similar organization, or any arbitrator or organization agreeable to the parties hereto.

9. ASSIGNMENT AND BENEFIT.

This Agreement shall be binding on the parties, their successors and/or assigns.

10. EXCUSED PERFORMANCE.

Neither party hereto shall be liable for its failure to perform or delay in performance due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to get permits, fires and acts of God and such failure shall not constitute a Default under this Agreement.

If you have any questions or require any further information, feel free to contact me at our office. We appreciate the opportunity to provide this proposal, and look forward to working with you on this project.

Sincerely,
Stephanie A. Soter
President

Accepted by:

Authorized Representative Date