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November 1, 2018

Via email

Mr. John Carr
Yonkers Public Schools
One Larkin Plaza
Yonkers, NY 10701

Re: Mold Sampling and Abatement Monitoring for PS15 Emergency – CIP 10849

Dear Mr. Carr:

Adelaide is pleased to provide you with this proposal for dust and mold sampling in PS15 that we walked today. The fee structure below will be used for the air sampling:

- | | |
|---|-----------------------------------|
| - Principal/General Manager | \$125.00/hour |
| - Project Manager | \$95.00/hour |
| - Senior NYS Mold Assessor | \$85.00/hour |
| - NYS Mold Assessor | \$65.00/hour |
| - Industrial Hygienist | \$55.00/hour (up to 8 hour shift) |
| - Industrial Hygienist OT | \$82.50/hour (over 8 hours/shift) |
| - Clerical/Administrative | \$40.00/hour |
| - Mold Tape/Bulk/Air Sample (3 hour turnaround) | \$97.50/sample |

The total fee will be calculated according to the actual time and samples. The estimated fee for sampling, analysis & reporting will be approximately \$85,000.00 (approximately \$40,000 in labor & \$45,000 in samples). If more or less sample locations are needed the fee will be adjusted accordingly.



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.



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