



1511 Route 22, Suite C24  
 Brewster, NY 10509 845.278.7710  
 90 State Street, Suite 700  
 Albany, NY 12207 518.874.0617  
 1967 Wehrle Drive, Suite One  
 Buffalo, NY 14221 716.402.4580  
 E-mail: adelaidemail@adelaidellc.com  
 Fax: 845.278.7750

April 23, 2021

Via email

Mr. Lee Pavone  
 Sr. Mechanical Engineer  
 School Facilities Management Dept  
 Yonkers Public Schools

Re: Yonkers Public Schools – COVID 19 Emergency HVAC Restoration Project  
 Asbestos Testing and Project Monitoring

Dear Mr. Pavone:

Adelaide is pleased to provide you with this proposal for asbestos testing and project/air monitoring services related to the COVID 19 Emergency HVAC Restoration Project for Yonkers Public Schools. Adelaide is a NYS WBE and is a Yonkers Public School Term Contractor for On Call Environmental Services (Contract # 618520). Adelaide will perform the inspection work according to all federal, state and local regulations.

**Labor Services Rates:**

Category	Ave. Direct Hourly Rate	Inc. Direct Personal Multiplier 2.5	Ave. Hourly Rate Charged (Inc. O&P)
Principal	\$54.55	\$136.36	\$150.00
Engineer	\$54.55	\$136.36	\$150.00
Project Manager	\$45.45	\$113.64	\$125.00
Asbestos Designer	\$34.55	\$86.36	\$95.00
Asbestos Inspector	\$27.27	\$68.18	\$75.00
Asbestos Project Monitor	\$25.45	\$63.84	\$70.00
A/E Technicians	\$27.27	\$68.18	\$75.00
CAD Operations	\$27.27	\$68.18	\$75.00
Cost Estimator	\$21.82	\$54.55	\$60.00
Clerical Support	\$16.36	\$40.91	\$45.00
Courier (Lab)	\$21.82	\$54.55	\$60.00

**Sample Reimbursables:**

- PLM Bulk Samples \$15.00/sample
- PLM NOB Bulk Samples \$20.00/sample
- TEM/NOB Bulk Samples \$45.00/sample\*
- TEM/NOB Bulk Samples (prepped and not analyzed) \$10.00/sample
- SOF-V NYS ELAP 198.8 Bulk Samples (1-week turnaround) \$335.00/sample
- SOF-V NYS ELAP 198.8 s (prepped and not analyzed) \$180.00/sample/Chrysotile
- SOF-V NYS ELAP 198.8 s (prepped and not analyzed) \$225.00/sample/Amphibole
- Final Report Preparation per Inspection \$500.00/lump sum
- PCM Air Sample \$15.00/Sample
- PCM Air Sample (3-hour turnaround for finals) \$18.00/Sample
- TEM Final Clearance Air Samples (6-hour turnaround for finals) \$95.00/Sample



\* Please note the State of NY requires all Non-organically bound materials – NOB's (ie Window/Door Caulk, Floor Tiles, Mastic Roofing Materials etc..) to be analyzed by both PLM & TEM NOB procedures in order to call a material negative. IF the sample is positive by PLM NOB than no further analysis is required. IF it is negative by PLM NOB than TEM NOB analysis is required.

## **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 either party, the breaching party shall be responsible for any and all reasonable attorneys' fees, collection fees and the costs of the other party's 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.

Sincerely,  
John Soter  
Senior Vice-President

Accepted by:

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Authorized Representative

Date