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September 25, 2024

Via email

Mr. John Becker  
Yonkers Public Schools  
School Facilities Management Dept.  
One Larkin Center  
Yonkers, NY 10701

Re YMHS – Gym Floor Abatement Monitoring (Approx. 16,000sf)

Dear Mr. Becker:

Adelaide is pleased to provide you with this proposal for asbestos project/air monitoring for the abatement project at the above referenced property based on project meeting on April 19, 2024. Adelaide will perform all project/air monitoring and inspection services according to all federal, state and local regulations.

**Asbestos Project Monitoring Services:**

Adelaide assumes a 10 day abatement project (24 - single 8-hour shift/day **double work area** which includes backgrounds & finals plus report. For approximately 224 PCM background/during air samples and 26 TEM Final air samples, project monitoring and project management the fee will be approximately \$30,596.00.

***Labor and Technical Report Preparation***

- Project Monitor	\$75.00/Hour @	X 192 Hours =	\$14,400.00
- Project Manager	\$105.00/Hour @	X 20 Hours =	\$ 2,100.00
<b>Total Estimated Cost for Labor and Report Preparation</b>			<b>Total \$16,500.00</b>

**The air samples will be submitted as a reimbursable expense based on the schedule below:**

- PCM Air Sample Samples (24 hour TAT)	\$16.50/sample
- TEM Final Air Samples (3 hour rush TAT)*	\$400.00/sample

The **estimated reimbursable amount total for sample analysis will be approximately \$14,096.00 (labor and report are separate from this price).** This estimate is for 224 PCM and 26 TEM samples analyzed for the whole project. **If more or less samples are needed the fee will be adjusted accordingly.**

**Total Estimated Cost for Monitoring = \$30,596.00**

\*Significant cost savings can be had if 24 hour turn-around time (from when lab receives the samples) is able to be utilized, as those samples are \$60/sample.



**\*Adelaide will bill and client agrees to pay for actual amounts utilized for the work.**

*Adelaide's fee is completely dependent on the abatement contractor's schedule and work practices. If the contractor decides to staff the job with many people and get the job done quickly our fees will be less. If the contractor staffs the job with a small crew and takes longer our fees will be higher. If the contractor utilizes multiple work areas, the number of samples will increase over fewer work areas. If the contractor needs final results before the next shift, Adelaide will charge overtime for the additional hours running final samples and delivering the samples to the lab for rush analysis. Adelaide will bill based on a time and materials basis, so any numbers quoted are just an estimate based on the information received from others. NYSDOL requires the monitor to be in control of our sampling pumps at all times and NYSDOL may require additional people if the work areas are not close together or too many are going at the same time.*

**If the contractor wishes for Adelaide to perform final clearance air sampling after the shift so they are able to work a following shift, overtime may be incurred and we will require written confirmation to proceed.**



## **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,

Stephanie A. Soter  
President

Accepted by:

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Authorized Representative

Date