

RE: Visual Mold Inspection
Suffolk County

Pursuant to your request, Eastern Environmental Solutions, Inc. (Eastern) is pleased to present this proposal for services relative to the inspection of the above referenced for the presence of visual mold indicators within the residence and collect and analyze air samples if necessary. The purpose of this correspondence is to provide a proposed scope of work for the activities as outlined below.

SCOPE OF SERVICES

Mold Inspection - The purpose of this task is to conduct a visual inspection for the presence of mold within the residence. The inspection will include an evaluation for the following:

- Mold growth is generally readily visible to the unaided eye as blue green, bluish, yellowish, greyish, black, white or other shades of these colors. With some molds, the observed color is actually spore color. Spore color along with base media (wood, paper, etc.) will be utilized to make a determination of the presence of mold.
- Surface discoloration or spotting is a product of mold growth through the enzyme production as a result of breaking down of material for absorption by the mold. Some molds also produce pigmented compounds that stain the surface on which the mold is growing.
- Surface stains such as water stains are an indication of a water problem and hence the possibility of mold growth.
- Damage to surfaces including peeling or curling of vinyl floors, wallpaper or paint may be indications of structural damage to the material which may have resulted from mold growth. Damage may not be obvious depending on the material and the length of time the material has been infested by the mold.

As part of the inspection the moisture present within select building material, as well as the areas relative humidity levels will be measures. The inspection will not include inspection of areas which are not readily accessible.

In addition to the visual inspection, airborne samples (via air-o-cell) can be collected to verify the presence or absence of mold. If samples are collected the samples will be submitted for laboratory analysis and the microbial count determined. For purposes of this cost estimate it is assumed samples will not be collected.

At the conclusion of the inspection activities and evaluation of data collected, Eastern will prepare a letter summarizing our findings and recommended correction actions.

FEE FOR SERVICES

For this project as defined in Section 1.0 - Project Work Scope, compensation will be as follows:

Item	Unit Cost	Est. Units	Est. Cost
Visual Mold Inspection and Air Sample Collection –at time of UST inspection	\$450/event	1 event	\$450.00
Visual Mold Inspection and Air Sample Collection –(max. 6 hrs. portal to portal)	\$650/event	As necessary	-
Air sample analysis (standard TAT)	\$75/sample	As necessary	-
<i>Surcharge</i> for Air sample expedited analytical TAT – (24 hours from login at lab)	\$75/sample	As necessary	-
<i>Surcharge</i> for Air sample expedited analytical TAT – (48 hours from login at lab)	\$50/sample	As necessary	-
Inspection and sample report	\$250/report	As necessary	-
Estimated Total			\$450.00

**Above pricing does not include any state, federal, local taxes or fees, which may be imposed.*



We require a mobilization fee commensurate with 75 percent of the total anticipated project cost for commencement of work on the project. The mobilization fee will be credited against the final project invoice, which will be due upon completion of site activities. *Invoice(s) not paid within 15 days of the invoice date will accrue a 1½ percent interest rate per month.* Pricing presented within this proposal is effective for a period of 30 days from proposal date. Reports and data will not be provided till receipt of final payment. This agreement is subject to our standard Terms and Conditions.

All credit card payments will be assessed a 3% convenience fee. Pricing presented within this proposal is effective for a period of 30 days from proposal date.

Assumptions

The following assumptions were utilized in preparation of this cost estimate.

- The site investigation is limited to accessible areas of the residence.
- This estimate includes a maximum of 2 hours of onsite time for a single residence and up to 8 hours portal to portal time for multiple residences.
- This inspection is limited to an evaluation of the conditions present at the time of the site visits.
- Confirmatory sampling and analysis may be performed via air-o-cell.
- Any other service not specifically outlined in the scope outlined in Section 1.0 of this proposal will not be required.

At the end of this cost estimate you will find a Project Work Authorization. Please sign and return the cost estimate to Eastern, along with mobilizations fee, the receipt of which shall constitute our notice to proceed.

If you should have any questions or concerns regarding this cost estimate, please do not hesitate to contact this office at (631) 727-2700.

Sincerely,



Scott E. Hamarich

Scott E. Hamarich
Sr. Vice President

Project Authorization
Agreed and Accepted by:

Signature

Name/Title

Mailing Address

Telephone Number

Date

Property Access Coordinator
Name/Number

Name on Credit Card

Credit Card Type

Credit Card Number

Credit Card Expiration Date & Security Code

Credit Card Billing Address

* All credit card payments will be assessed a 3% convenience fee.



258 Line Road
Manorville, New York 11949
Office: (631) 727-2700
Fax: (631) 727-2777

General Terms & Conditions

The Company or Person signing below hereby agrees to these terms and conditions with Eastern Environmental Solutions, Inc. (EESI) and mutually understands and agree that the terms and conditions as set forth below and in the Proposal establish a binding Agreement between both parties.

Scope of Services. EESI will conduct certain environmental Services (the "Services"), including any active Services, for Customer in accordance with written Proposals, Quotations, and Additional Work Authorizations signed by Customer. All Proposals, Quotations, and Additional Work Authorizations signed by Customer shall be addenda to this Agreement and shall be subject to all of the Terms and Conditions hereof.

Applicable Taxes: Federal state and local taxes shall be added to payment amounts where applicable. Tax exempt organizations must submit proof of tax exempt status.

Compensation: EESI shall invoice the customer for services rendered to the customer. Each invoice which shall contain a description of work covered by the invoice

Payment is due upon completion of project as outline in the attached proposal. All charges are portal to portal, unless otherwise noted on the Proposal. A 1.5% finance charge per month will be applied to past due invoices compounded monthly, beginning thirty (30) days after the date due until full payment is received.

If any customer fails to perform its payment obligations, EESI shall have the right to recover any and all reasonable attorney's fees for collection of past due invoices and seek remedies available to EESI under applicable law or equity. EESI reserves that right to adjust charges such as fuel, transportation, disposal and labor, etc. based on market conditions. Any cancellation by customer within twenty-four (24) hours of the scheduled service will entitle EESI to charge a reasonable cancellation fee.

Dispute Resolution: The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement or the relationship between the parties shall be submitted to JAMS or the American Arbitration Association (AAA), or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS or AAA, or its successor, for final and binding arbitration pursuant to the arbitration clause set forth above. Either party may commence mediation by providing to JAMS or AAA and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS or AAA and with one another in selecting a mediator from JAMS or AAA's panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS or AAA employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue neafter the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this Clause may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

Site Access and Existing Conditions. Customer shall provide EESI, its agents and subcontractors, with access to the site(s). Customer shall provide to EESI any and all records, surveys, and other documents and information as necessary for EESI to perform the Services hereunder, and EESI shall be entitled to rely on any such information without

independent verification of the accuracy thereof, unless otherwise instructed or informed by Customer. Customer certifies that information does accurately reflect current site conditions. Customer acknowledges that unforeseen conditions may require EESI, its agents, or subcontractors to perform additional Services. Those Services may require additional compensation. EESI will prepare an Additional Work Authorization to reflect the impact to the cost for Customer approval. Customer understands and acknowledges that EESI and its subcontractors have played no part in the generation, creation, release or threatened release of a substance, waste, compound or material, hazardous or non-hazardous which may exist at the site.

Standard of Care. Customer recognizes that environmental, geologic and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by EESI and that the limitation of available data results in some level of uncertainty with respect to the interpretation of these conditions, despite the use of standard professional care and skill. EESI agrees to use that level of care and skill ordinarily exercised by other professional environmental firms acting under similar circumstances in performing its Services hereunder. Except for this standard of care and skill, no warranty, express or implied is made or intended by EESI in providing the Services hereunder, including the furnishing of oral or written reports of the findings made.

Subcontractors. EESI may subcontract the performance of all or any portion of the Services which are to be rendered by EESI hereunder to any person or entity which, in EESI's opinion, is reasonably qualified to perform the particular portion of Services which EESI will assign it. Any such subcontract shall not operate to relieve EESI of its responsibilities hereunder; provided, however, that EESI shall not be liable for the negligent or willful acts or omissions of any entity or person performing a part of the Services pursuant to a subcontract.

Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall in no way be affected, impaired or invalidated, and to the extent permitted by law, shall be restricted in applicability or reformed to the minimum extent required to be enforceable. This provision shall be interpreted and enforced to provide the original written intent of the parties prior to the determination of such invalidity or unenforceability

Force Majeure. Customer shall not hold EESI responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of EESI. For purposes of this Agreement, Force Majeure shall include, but not necessarily be limited to adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of permits, failure to obtain permits, unavailability of labor, materials or Services; court orders; acts of God; act, orders, laws or regulations of the Government of the United States or the several states, or any foreign county, or any governmental agency. Should such acts or events occur, the parties to this Agreement shall mutually agree on the terms and conditions upon which the Services may be continued. Notwithstanding the foregoing, Force Majeure shall not be an excuse for non-payment of compensation hereunder owed to EESI.

Indemnification. EESI shall defend, protect, indemnify and hold harmless Customer, its directors and officers, from and against any and all claims, liabilities, demands, damages, losses, costs and expenses, including, but not limited to, reasonable attorney's fees and costs which are the direct and sole result of grossly negligent acts, errors, or omissions of EESI or the willful misconduct of EESI; provided, however, EESI's liability shall be limited in any event to a maximum amount of the contract value or ten thousand dollars (\$10,000), whichever amount is smaller, and EESI shall in no event be liable for special, consequential or punitive damages.

To the fullest extent allowable by law, Customer agrees that it shall defend, indemnify, save and hold EESI, its agents, directors, officers, employees, successors, and assigns (the "EESI Parties") harmless from any and all demands, liabilities, losses, costs and claims, including attorneys' fees asserted against any of the EESI Parties, that may arise or result from any Services provided or performed or agreed to be performed by EESI, other than those matters which are the direct and sole result of the grossly negligent acts or omissions or willful misconduct of the EESI Parties.

Acceptance of Risk. In compliance with the Hazard Communication Standard ("Right to Know", 29 CFR 1910.1200), Customer shall provide EESI with a list of hazardous chemicals in the work place which employees may be exposed to while performing this Agreement. In addition, Customer shall identify protective measures to be followed in case exposure occurs.



Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, representatives, successors and assigns, as the case may be. Neither Customer nor EESI shall be entitled to assign any of its rights or obligations hereunder without the prior written consent of the non-assigning party.

Modification: No modification or amendment to the agreement shall be acceptable or binding unless executed in writing and signed by both parties.

Entire Agreement. This Agreement, the Proposals, Quotations, and the Additional Work Authorizations issued by EESI and signed by Customer hereunder constitute the entire agreement of the parties and supersede any and all prior or contemporaneous written or oral negotiations, correspondence, understandings and agreements between the parties respecting the subject matter hereof.

Governing Law: This agreement shall be governed by construed and enforced in accordance with the laws of the State of New York.

The **Authorized Representative** of the Customer signing below hereby certifies that they have read and are in agreement with all elements of this Agreement. IN WITNESS OF THE FOREGOING PROVISIONS, the Parties hereto have duly executed this Agreement below.

Customer

Eastern Environmental Solutions, Inc.

Name/Title: _____

EESI Representative: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

CONFIDENTIAL