

Date: 10/3/2024

Region: 4A

CSS No.: 99061

FAC ID: NY010

Maximo WO No.: 16872

Asset #: NA

Priority: Urgent



Original Work Request:

Perform mold abatement in the basement in rooms 21 and 22. On 9 September a mold assessment was done in rooms 21-23 located in the basement. Mold was identified, non-threatening, and needs to be removed by a certified NYS specialist.

Description of Repairs Needed:

Labor and material to a.) According to Mold Assessment Protocol, perform the following scope of work:

Mold Remediation Scope:

Proposed Scope of Work: Set up a negative pressure zone in the the remediation space, relative to other areas of the building and perform mold remediation of the accumulated mold contamination. Work will be performed in accordance with the Microbial Mitigation Work Scope prepared provided, and New York State Labor Law Article 32.

SCOPE OF WORK:

1. Contain the mold affected rooms and place them under negative pressure. An airlock / decontamination chamber will be constructed and attached to the entrance to the work area. The airlock / decontamination chamber shall be constructed of 6-mil fire retardant poly and shall utilize curtain doorways consisting of three layers of overlapping, weighted, 6-mil poly sheeting arranged in a manner to seal the opening during entry and exit from the chamber.
2. Installation of HEPA filtered negative air pressure equipment, which shall be in operation throughout the mold remediation operations. HEPA filtered negative air generating equipment shall be exhausted to the exterior of the building. A negative air pressure zone shall be created in the work area to ensure that airborne mold spores are trapped and contained during remediation activities.
3. Remove and dispose of cloth chairs, and other disposable porous items that cannot be fully cleaned and decontaminated.
4. HEPA vacuum all fabric partition dividers. HEPA vacuum and scrub all walls, floors, furniture, and stored items in the work area with an approved disinfecting agent. Utilize Fiberlock Technologies Inc. Shockwave, an EPA registered Anti-Microbial Cleaning solution, during cleaning operations.
5. Perform a clearance inspection with the Mold Assessor to ensure to the scope of work is complete.

Please see Mold - Assumptions and Accessibility Disclaimer. Anticipated Schedule 1 Week.

Labor:

	Labor Hrs	Labor Rate	Total
2 Laborers approximately 4 days	64	\$ 86.00	\$ 5,504.00
1 Project Manager	16	\$ 168.50	\$ 2,696.00

Material List:

	Quantity	Cost	Total
Chemicals, Filters, Suits, Bags, Tools, Disposal of non haz waste.	1	\$ 1,200.00	\$ 1,200.00
		\$	-
		\$	-
		\$	-

Equipment List:

	Quantity	Cost	Total
Mobilization of Equipment, Decon to site	1	\$ 2,500.00	\$ 2,500.00
Construction of Containment, Installation of HEPA Filtered Air Scrubbers, Plastic sheeting, Air lock, Critical barriers	1	\$ 2,500.00	\$ 2,500.00
		\$	-

PM WO History:

NA

Estimate Summary:

Labor	Material	Equipment
\$ 8,200.00	\$ 1,200.00	\$5,000.00

Sub Total	G&A 12%	Fee 6%	Total Estimate
\$ 14,400.00	\$1,728.00	\$864.00	\$16,992.00

ESTIMATE



Prepared For

Tidewaters Inc. - Julie Pape
6625 Selnick Drive Suite A
Elkridge , MD 21075
(904) 465-1981

EECG - Matt Popen

Expert Environmental & Construction Group,
Rochester~Buffalo~Syracuse~Ithaca~Albany
Phone: (800) 397-7914
Email: matt@expertenv.com
Web: www.expertenv.com

Estimate # 24-MP17609
Date 10/03/2024
Business / Tax # 47-4218485

Description

Mold Remediation - Scope of Work

According to Mold Assessment Protocol, perform the following scope of work:

Mold Remediation Scope: 100 N. Forest Rd.

Proposed Scope of Work: Set up a negative pressure zone in the the remediation space, relative to other areas

of the building and perform mold remediation of the accumulated mold contamination. Work will be performed in accordance with the Microbial Mitigation Work Scope prepared

provided, and New York State Labor Law Article 32.

SCOPE OF WORK:

1. Contain the mold affected rooms and place them under negative pressure. An airlock / decontamination chamber will be constructed and attached to the entrance to the work area. The airlock / decontamination chamber shall be constructed of 6-mil fire retardant poly and shall utilize curtain doorways consisting of three layers of overlapping, weighted, 6-mil poly sheeting arranged in a manner to seal the opening during entry and exit from the chamber.

2. Installation of HEPA filtered negative air pressure equipment, which shall be in operation throughout the mold remediation operations. HEPA filtered negative air generating equipment shall be exhausted to the exterior of the building. A negative air pressure zone shall be created in the work area to ensure that airborne mold spores are trapped and contained during remediation activities.

3. Remove and dispose of cloth chairs, and other disposable porous items that cannot be fully cleaned and decontaminated.

4. HEPA vacuum all fabric partition dividers. HEPA vacuum and scrub all walls, floors, furniture, and stored items in the work area with an approved disinfecting agent. Utilize Fiberlock Technologies Inc. Shockwave, an EPA registered Anti-Microbial Cleaning solution, during cleaning operations.

5. Perform a clearance inspection with the Mold Assessor to ensure to the scope of work is complete.

Scope Price \$14,400.00 (This is a lump sum bid, not a T&M Estimate. The break down below is for informational purposes only).

Estimated Pricing Break Down:

\$2,500.00 = Mobilization of Equipment, Decon to site.

\$2,500.00 = Construction of Containment, Installation of HEPA Filtered Air Scrubbers, Plastic Sheeting, Air Lock, Critical barriers.

\$1,200.00 = Materials, Chemicals, Filters, Suits, Bags, Tools, disposal of non haz waste.

\$8,200.00 = 2 Laborers approximately 4 days plus 1 Project Manager.

(\$86/Hr X 64 Approximate man hours labor = \$5,504.00)

(168.50 Hr X 16 Approximate Manager Hours = \$2,696.00)

Anticipated Schedule

For our scope of work and the projected time lines, we would anticipate this type of work to typically take:

1 Week

We cannot guarantee these anticipated schedules due to unforeseen conditions, weather, materials delays and other trades, this is only our best estimate based upon similar work performed.

Mold - Assumptions

The pricing for this project is based upon the following assumptions:

*Customer shall have all areas clear for remediation prior to arrival.

*All work under adherence to local, state and federal requirements.

*Expert Environmental to provide disposal costs/manifest documentation as necessary.

*Owner responsible for all 3rd party monitoring and costs where necessary.

*You may experience staple and duct tape markings due to necessary containment barriers, EECG will attempt to minimize damages but is not responsible for any repairs.

*Owner to provide all water and temporary electric connections to complete this project.

*Work area electrical lockouts and HVAC isolations to be provided by certified others where necessary.

*Owner to provide all temporary heating/cooling and fuel if necessary to complete this project.

*Pricing is based upon the complete award of this phase of work. All work is to be completed in one mobilization.

*Pricing assumes no additional hazardous materials (i.e. Asbestos, Lead, PCBs, etc.) to remove the mold.

*Pricing is based upon confirmatory site condition visitation and issuance of contract prior to award.

*All work is to be assumed non-union participation. Wages based upon private wage rates.

*Prices are based upon eight-hour or ten-hour, on site and non-overtime working shifts, Monday through Friday. Night, weekend, holiday shifts or any variation of schedule shall require additional compensation.

*Price does not include sales tax if applicable for this project. Quote may be withdrawn if not accepted within 30 days.

*Terms and Conditions on subsequent pages are part of this agreement. No retainage is to be held.

Accessibility Disclaimer: Mold Accessibility

ACCESSIBILITY DISCLAIMER: Treatment of mold will be made to accessible areas only. Areas that are inaccessible to properly contain the mold for removal OR will cause a safety concern for the abatement worker OR will cause a safety concern for the building will not be handled as part of this proposal and is not the responsibility of EECG. Mold may have previously grown into and within wall cavities/voids/cracks/crevices/wiring holes/duct plenums/etc. not at the responsibility of EECG. Our scope of work includes removing the accessible mold only, it does not include us dismantling framing members, cavities, wall coverings, flooring systems, soffits, voids or digging/drilling to access the mold and is not the responsibility of EECG. Inaccessible areas such as soffits/framing members/behind wall coverings/scuttle holes/flooring systems/cantilevers/etc.

are not part of our work area and can not be properly cleaned/visually inspected without dismantling and is not included in this cost estimate and not at the responsibility of EECG.

Subtotal	\$14,400.00
Total	\$14,400.00

A+ BBB RATING - 20 Years Experience - Federal & State Certified Contractor - 5 Star Reviews - Insured & Verified Staff




Available in

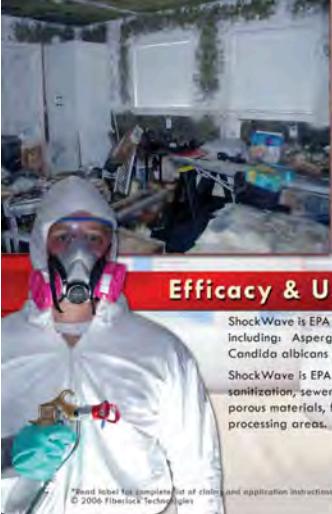
READY-TO-USE & CONCENTRATE

Formulas

ANTIMICROBIAL • BACTERIOSTAT • BIOCIDE
CLEANER • DEODORIZER • DISINFECTANT
FUNGICIDE • MILDEWSTAT • SANITIZER • VIRUCIDE

Why Shockwave

When demonstrating efficacy ShockWave was tested successfully in the presence of a 98% organic soil load as opposed to the EPA minimum and industry norm of 5%. In these conditions a "real world" situation is more closely replicated in the laboratory, where organic matter does not self-dilute down to 5%. Although the EPA does not require such extreme testing, and no other manufacturer attempts this, it is the only way to demonstrate how effective a product will be when used in actual field conditions.



ShockWave Properties

- Active Ingredient: Quaternary Ammonium Chlorides
- Odor: Light Fragrance
- ph: 10-12
- Dilution (Concentrate): 2 oz per gallon
- Storage/Stability : 2 Years
- Packaged (Concentrate): One Gallon & 10 oz.
- Packaged (RTU): One & Five Gallon

Efficacy & Use Over 130 organism kill claims

ShockWave is EPA Registered to kill more organisms than any other product including: Aspergillus niger, MRSA, Norwalk Virus, Avian Influenza, Candida albicans and Streptococcus pneumoniae.

ShockWave is EPA Registered for use in water damage restoration, carpet sanitization, sewer backups (black water & gray water), on porous & non porous materials, food contact and non-food contact surfaces, and in food processing areas.

FIBERLOCK
TECHNOLOGIES
www.fiberlock.com
800-342-3755

*Read label for complete list of claims and application instructions.
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MMR-MOLD STAIN REMOVER



WHY USE MMR?

- **MMR** is preferable to most available mold stain removers, including hydrogen peroxides. It provides great stain removing capabilities.
- **MMR** is formulated for the porous nature of wood and similar building materials.
- **MMR** covers approximately 250 surface ft/g.
- **MMR** is biodegradable and non-flammable.
- **MMR** can be easily sprayed in attics and crawl spaces. It's not disruptive like media blasting and does not require insulation removal.
- **MMR** also works great on masonry, composite decking, hardiboard, etc.

DESCRIPTION:
Commercial grade mold stain remover formulated to remove mold stains present on wood and other hard surfaces.

ACTIVE:
A proprietary blend of EPA registered ingredients including surfactants and an aggressive hypochlorite solution.

BENEFITS:
Eradicates mold stains on contact. Ideal for unconditioned areas like crawl spaces and attics. Ready-to-Use formulation.



IAQ 6000

Mold Resistant Coating*

Product Description

IAQ 6000 is a white, tintable mold resistant coating for professional use, that contains a fungicidal agent to resist mold growth on the dry coating surface. IAQ 6000 is a durable, flexible, and permeable 100% acrylic water based coating. IAQ 6000 has been tested by independent and certified laboratories to prove resistance to mold growth on the surface of the coating, and has successfully passed both ASTM G-21 and ASTM D-3273 mold resistance testing with the highest scores possible. IAQ 6000 is recommended for use on wood, plaster, wallboard, sheetrock, concrete, masonry block, primed metal and galvanized metal. IAQ 6000 can also be used on new structural materials during building construction.

*Resists mold growth on the dry coating surface.

Application Information

SURFACE PREPARATION

Warning! If you scrape, sand, or remove old paint from any surface, you may release lead dust. LEAD IS A TOXIC SUBSTANCE. LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a MOSH approved respirator or a respirator that requires carefully cleanup with a wet cloth or HEPA vacuum. Before you start, find out how to protect yourself and your family by contacting the U.S. EPA/Lead Information Hotline at 1-800-424-LEAD (5323) or log on to www.epa.gov/lead.

Surfaces to be coated must be free of dust, mineral oil, oil, paint, glue, latex, paint, glue, latex, calcined wax, soap and other surface contamination. Clean mold stained surfaces with Advanced Peroxide Cleaner, or use an EPA registered antimicrobial disinfectant cleaner such as IAQ 2000, IAQ 2500, ShockWave or ShockWaveRTU.

Patch irregularities with vinyl patching paste or an appropriate patching compound. IAQ 6000 is self-priming over bare sheetrock, composition board, ceiling tile and concrete.

WALLBOARD, SHEETROCK, GYPSUM BOARD: Joint cement should be sanded smooth, but avoid abrading the paper.

FERROUS METAL: Clean, then prime with IAQ 4000 rust inhibiting direct-to-metal primer.

WOOD: Seal knots and stains with IAQ 5000 stain-blocking primer.

MASONRY BLOCK: Apply one coat of IAQ 3000 block filler if a denser surface is desired.

APPLICATION TOOLS

Apply IAQ 6000 with brush, roller or airless spray equipment.

Brush: Synthetic, nylon or polyester bristle

Roller: Synthetic fiber 3/8" nap or longer

Spray Settings:

Pressure: 2000-3000 PSI.

Tips: .019 to .027 tips.

TINTING:

IAQ 6000 may be tinted to any off-white or pastel based color. Add up to 2 oz. of universal colorant per gallon. Start with 50% of the tinting formula and adjust as necessary.

PRODUCT APPLICATION

IAQ 6000 is supplied ready to use, but can be thinned sparingly with water (up to 1/2 pint water per gallon) for proper application consistency if necessary. Apply IAQ 6000 generously and uniformly by brush, roller or airless spray. Apply two coats of IAQ 6000 and ensure that the finished surface is properly sealed. To ensure that the finished surface is properly sealed, two-coats may be required on some porous surfaces.

COVERAGE

Smooth Surfaces- 250-400 sq. ft. per gallon
Porous Surfaces- 150-300 sq. ft. per gallon

DRYING TIME @ 70°F 50% R.H.

To Touch: 1 Hour
Recoat: 4 Hours

CLEANUP

Clean tools and drippings with warm soapy water before Fiberlock IAQ 6000 dries. Dispose of all waste according to all existing local, state and federal regulations.

Properties

Product Specifications

Solids by Weight ± 2%	54.6%
Solids by Weight ± 2%	59.4%
Viscosity at 70°F:	30-95 Keta Units
Specular Gloss:	0% ± 1% GPT
Flash Point:	Non-combustible
Shelf Life:	36 Months Min. (Original Sealed Container)
Calculated VOC:	65 grams/liter

IAQ 6000 complies with the requirements in UL1072 I2

Label I2, Low-volatizing, non-flammable paints and coatings.

Coverage

Smooth Surfaces: 250-400 ft²/gal

Porous Surfaces: 150-300 ft²/gal

Drying Times (@ 70°F, 50% R.H.)

To Touch: 1 hour
To Recoat: 4 hours

Minimum Application Temp: 30°F (10°C)

Available Package Sizes

5 Gallon Containers

Weight Per Gallon ± .5 lbs: 11.1 lbs/gal

Product Testing

Water Vapor Permeance: 3.7 perms



Fiberlock Technologies, Inc. • 150 Dascomb Rd. • Andover, MA 01810 • www.fiberlock.com • 800.342.3755

This Contract, made in compliance with New York General Business Law, Article 36-A, is entered into as of the date first written above between the Owner (listed above) and Contractor (Expert Environmental & Construction Group, LLC).

Material Safety Data Sheets (SDS) are updated, located and accessible online for your reference at www.expertenv.com/safetylabels. If you require to have a printed copy issued of any or all materials please make a representative aware of this request.

1. DEPOSIT OF PAYMENTS: Unless the Contractor is paid on a time and materials basis, the Contractor shall deposit any payments received by the Owner prior to substantial completion in Canandagua National Bank within five business days of receipt of the payment. Contractor shall not withdraw any portion of such payments in excess of the amount shown in the above Schedule of Payments. Payment is due within five (5) days after each phase is complete, if applicable, and/or after final completion.
2. CONTRACT PERIOD: The approximate dates when the work will begin is as outlined in the estimate and mutually agreed upon in writing. Substantial completion means that the project, although not complete in all respects, is usable for its intended purpose.
3. CONTINGENCIES: Any contingencies or possible events, which the parties are aware of, that might materially delay the approximate completion date are listed as outlined in the estimate and mutually agreed upon in writing. The services outlined have a completion date that is not of the essence.
4. UNCONTROLLABLE DELAYS: If the Contractor is delayed in the progress of the work by labor disputes, fire, acts of God, unusual delay in transportation or availability of materials, unusually adverse weather or any other causes beyond the Contractor's control, the date(s) for Contractor's performance shall be equitably extended.
5. UNSEEN CONDITIONS: In the event Contractor encounters concealed conditions in the performance of the work, which differ materially from the conditions indicated in the contract documents or from those conditions ordinarily found in similar work, or if the Contractor is unable to access the work area due to obstructions of any kind, the Contract amount and time shall be subject to equitable adjustment.
6. CONTRACTOR SERVICES: Contractor agrees to perform the work in a professional and workman-like manner, using the Contractor's best skill and attention; to provide and pay for labor, materials, taxes, tools, transportation and other services necessary for proper completion of the work. The procurement of all required permits, fees and inspections, however, shall remain the Owner's responsibility. The Contractor shall keep the Owner's premises and surrounding area free from accumulation of debris and trash related to the work.
7. SAFETY: Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with the performance of the work.
8. WARRANTIES: Contractor warrants to the Owner that (1) material and equipment furnished by the Contractor shall be of good quality, (2) the work will be free from defects, (3) the work will conform to the requirements of the Contract, and (4) for a period of six months after substantial completion the Contractor shall correct any work found to be defective.
9. CHANGE IN WORK: Should the Owner order changes in the work consisting of additions, deletions or changes, the Contract amount and time will be adjusted accordingly. This Contract may only be amended or modified by written agreement signed by both the parties.

10. MECHANICS' LIENS: The contractor or subcontractor who performs on the contract, or the materialman who provides home improvement goods or services and is not paid, may have a claim which may be enforced against the Owner's real property in accordance with applicable lien laws. Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.

11. OWNER'S RIGHT OF CANCELLATION: In addition to any right otherwise to revoke an offer, the Owner or his/her representative may cancel this Contract until midnight of the third business day after the day on which the Owner signed the Contract. Cancellation occurs when written notice of cancellation is deposited in a mailbox properly addressed and postage prepaid. Notice of cancellation is sufficient if it indicates the intention of the Owner not to be bound. Owner's right of cancellation does not apply to a transaction in which the Owner has initiated contact with the Contractor, the home improvement is needed to meet a true emergency of the Owner, and the Owner furnished the Contractor with a separate dated and signed personal statement in the Owner's handwriting describing the situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel the Contract within three business days.

12. SUSPENSION AND TERMINATION: If payments are not made when due Contractor may suspend work on the Contract until all due payments have been received, or upon an additional five days' notice to Owner may terminate this Contract. Owner agrees to reimburse Contractor for Contractor's costs and expenses, including reasonable attorneys' fees, incurred by Contractor to enforce its rights under this Contract.

13. INDEMNIFICATION: To the fullest extent permitted by law, the Owner agrees to indemnify and hold the Contractor harmless from and against any claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from Contractor's performance of the work, provided that such claims, damages, loss or expenses are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom but only to the extent caused in whole or in part by negligent acts or omissions or the Contractor, a subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

14. OTHER TERMS AND CONDITIONS: As outlined in the estimate and mutually agreed upon in writing.

15. ENTIRE AGREEMENT: This Contract represents the entire agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or verbal.

16. ACCESS AND PROPERTY MOBILIZATION: EECG must have clear access to the workspace at all times. In addition, the owner or owner's agent must follow all prep instructions prior to mobilization. Failure to do so may result in additional costs.

17. ENVIRONMENTAL TESTING: All building materials must be tested for potential regulated building material hazards if certain renovation and/or demolition activities are to occur as part of this agreement. The owner or owner's agent(s) agrees to provide such certified testing results or provide access and pay an additional fee for EECG to provide such testing services prior to any renovation and/or demolition.

18. CHANGES & ADDITIONS OF WORK: Any additional findings or variations in the original scope

of work will be billed accordingly with notification made to owner or owner agents and prior to performing the additional work. Prices are based upon eight-hour working shifts, Monday through Friday. Night, weekend, holiday shifts or any variation of schedule shall require additional compensation. All labor wages are based upon non-prevailing rates unless otherwise noted.

19. CANCELLATION: Shall be done at least 48 hours prior to any scheduled appointment otherwise the customer will be charged for the service, including any applicable mark-up, fees, and/or associated costs. In the case of emergency services calls where the pricing on this agreement is listed as TBD (to be determined) or left blank both parties agree that the Xactimate © pricing methodology based upon square foot measurement and standard industry charges will be the preferred pricing model and will be used for all services rendered unless otherwise agreed upon.

20. HAZARDOUS MATERIAL ABATEMENT (Mold, Asbestos, Radon, VOCs, Lead, PCB's, Contaminated Soil, Sewage, Bio-Hazardous, etc.) SPECIFICATIONS: EECG is not responsible for hazardous containing materials found on site unless specifically contracted for their abatement as described in the scope of work of this estimate.

21. FUTURE DAMAGE AND SERVICES: EECG is not responsible and does not guarantee against present or future damage to the building/property or contents, or provide for the repair and replacement thereof.

22. LIMITATION OF LIABILITY: The Customer expressly releases EECG for liability for personal injury or property damage (to include the structure or contents) caused by any remediation or abatement activities, except to the extent caused solely by EECG's own negligence. The Customer agrees that under no circumstances shall EECG be liable for any amount greater than the amount paid to EECG. In no event will EECG be responsible for consequential damages for loss of use of property. Any claim by the Customer for damages must be made in writing within one (1) year of the incident at issue or it will be deemed waived.

23. DISCLAIMERS: The guarantees as specifically stated in this Agreement is in lieu of any other guarantee, warranty, express or implied, including any warranty of habitability, merchantability or fitness for a particular purpose. Air quality testing and surface/bulk sampling performed by EECG are for informational purposes only and performed to determine the presence of mold/asbestos/lead-based paint/radon, etc. Further certified testing can be chosen if so requested. Quantified results in no way represent a health-related report, nor do we present the findings as a health-related report. Individuals with health problems that appear to be related to an environmental pollutant should see their physicians for a referral to professionals who are trained in occupational/environmental medicine or related specialties and are knowledgeable about these types of exposures. Decisions about removing individuals from an affected area must be based on the results of such medical evaluation. EECG representatives cannot determine whether or not an individual should remain in the affected area. EECG does not warranty or guarantee against clearance air quality testing post-remediation unless expressly stated in the original scope of work. EECG clearance post-remediation applies strictly to the treated surfaces, not the air quality, unless otherwise stated in the scope of work. EECG shall not claim responsibility for any health issues related to the process of the testing, environmental changes, and remediation. The owner/occupant is responsible for monitoring and inspecting the degree of reasonable control and keeping EECG informed of any changes in condition of the remediation process. EECG is not responsible for state and local codes and findings regarding health problems from the existing structure. EECG is not responsible for informing the

owner/occupant of what conditions will or will not relate to health issues. This treatment is not a medical or health inspection, we will only identify and treat conditions that we expressly agree to identify and treat, and for which we are licensed.

24. CHANGES IN LAW: EECG performs its services in accordance with the requirements of federal, state and local law. In the event of a change in existing law, as it pertains to the services herein, EECG reserves the right to revise the service charge or terminate this Agreement.

25. DEFAULT: In the case of non-payment or breach by the customer, EECG has the right to terminate this Agreement and demand full payment owed, plus any applicable interest, costs and fees including but not limited to reasonable attorney's fees.

26. SALES TAX: Sales tax exempt certificates or capital improvement certificates must be submitted and approved or else sales tax will be charged for applicable services rendered. All professional consulting services provided are sales tax exempt in accordance of the appropriate tax laws.

27. APPLICABILITY OF CAPITAL IMPROVEMENT: A capital improvement to real property is an addition or alteration to real property that: (a) substantially adds to the value of the real property or appreciably prolongs the useful life of the real property, and (b) becomes part of the real property or is permanently affixed to the real property so that removal would cause material damage to the property or article itself, and is intended to become a permanent installation. When you the customer signs this estimate and gives it to the contractor, who accepts it in good faith, it is evidence that the work to be performed will result in a capital improvement to real property. The work performed by the contractor must meet all three of these requirements to be considered a capital improvement. Repair and maintenance relates to keeping real property in a condition of fitness, efficiency, readiness and/or safety or to restoring to such condition. In the case of a project that exclusively constitutes repair or maintenance services only, the project does not qualify as a capital improvement and is subject to sales tax. If a contractor performs work that constitutes a capital improvement, the contractor must pay tax on the purchase of building materials or other tangible personal property, but is not required to collect tax from the customer for the capital improvement. For guidance as to whether a job is a repair or a capital improvement, see Publication 862, Sales and Use Tax Classifications of Capital Improvements and Repairs to Real Property. If a contractor gets a properly completed Form ST-124 from the customer within 90 days after rendering services, and accepts it in good faith, the customer bears the burden of proving the job or transaction was not taxable. If a contractor does not get a properly completed Certificate of Capital Improvement within 90 days, the contractor bears the burden of proving the work or transaction was a capital improvement. The failure to get a properly completed certificate, however, does not change the taxable status of a transaction; a contractor may still show that the transaction was a capital improvement.

By signing this estimate, you the owner certify and understand that:

*I am the owner of the real property identified on this estimate; and

*the work described above will result in a capital improvement to the real property within the guidelines of this estimate; and

*this contract does not include the sale of any tangible personal property that, when installed, does not

become a permanent part of the real property (for example, a free-standing microwave or washing machine).

*I will be responsible for any sales tax, interest, and penalty due on the contractor's total charge for tangible personal property and for labor if it is determined that this work does not qualify as

a capital improvement; and

*I will be required to pay the contractor the appropriate sales tax on tangible personal property (and any associated services) transferred to me pursuant to this contract when the property installed by the contractor does not become a permanent part of the real property; and

*I will be subject to civil or criminal penalties (or both) under the Tax Law if I issue a false or fraudulent certificate.

28. ARBITRATION: Any Commercial customer (including any Insurance company or third-party claiming through customer) and EECG agree that all matters in dispute between them, including but not limited, to any controversy or claim arising out of or relating to this Agreement or to the identified property in any way, whether by virtue of contract, tort or otherwise, shall be settled exclusively by Arbitration. In the event of arbitration, the Customer shall be responsible for all EECG costs and attorney fees. In the event of a dispute regarding this provision, the parties consent to the personal jurisdiction and venue of the courts of the State of New York. This arbitration provision is only binding to customers/owners/agents contracting a commercial property with EECG.

29. REFUND POLICY: Any refund requests must be made in writing and the response to the request for refunds will also be made in writing. All refunds shall be mailed to Expert Environmental & Construction Group, 620 Park Avenue, Suite 135, Rochester, NY 14607. Be aware any refunds may void any warranty or guarantees made on the property by EECG. EECG will not offer refunds of money for any services performed pursuant to this agreement. Full year programs paid up front are considered serviced and paid in full after our initial treatment and not subject to full or partial refunds.

30. PAYMENT TERMS: Half of the total contract payment is due at time of signing, the remaining balance is due upon the first day of the project. Transfer of contract, sampling, survey documents, etc. payment is due in full prior to transmittal. Ask about our special financing programs for credit card payments and low interest loans to assist funding your project. If your check is returned for non-sufficient funds, you expressly authorize your account to be electronically debited or bank drafted for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgement and acceptance of this policy and its terms and conditions.

By signing below, I represent that: (1) I am an authorized representative for the service address above and have the authority to bind the contracting party; (2) I have read this Agreement in its entirety, including the Terms and Conditions and I fully and understand the service(s) proposed. The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.