



EAGLE Environmental, Inc.

- Industrial Hygiene / IAQ
- Hazardous Building Materials
- Environmental Assessments
- Laboratory Services & Training

May 1, 2018

Mr. Peter L. Nero
Superintendent of Schools
North Stonington Public Schools
297 Norwich-Westerly Road
North Stonington, CT 06359

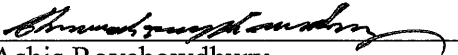
**RE: PCB Exceedances– March 2018
North Stonington Elementary School
311 Norwich-Westerly Road
Norwich, Connecticut
Eagle Proposal No. 18-125**

Dear Mr. Nero:

Eagle Environmental, Inc. (Eagle) is pleased to submit this proposal for additional sampling, analysis, and reporting due to exceedances of quarterly PCB air, wipe, and dust sampling services at the North Stonington Elementary School located at 311 Norwich-Westerly Road in North Stonington, Connecticut (the Site). The sampling was performed as required by and laid forth in the Interim Polychlorinated Biphenyl (PCB) Monitoring and Maintenance Plan for the North Stonington Elementary School (MMP), dated November 30, 2017 and required by EPA/DEEP.

Please contact us if you have any questions related to this proposal.

Sincerely,
Eagle Environmental, Inc.


Ashis Roychowdhury
Executive Vice President

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PROJECT OVERVIEW AND SCOPE OF SERVICES

Eagle Environmental, Inc. (Eagle) prepared an interim monitoring and maintenance plan, *Polychlorinated Biphenyl (PCB) Interim Monitoring and Maintenance Plan, North Stonington Elementary School, 311 Norwich-Westerly Road, North Stonington, Connecticut*, Dated: November 30, 2017 (MMP), to manage Polychlorinated Biphenyl (PCB)-containing materials in place until the school is vacated for renovations. The plan requires that air, wipe, and dust (bulk) samples be collected quarterly and analyzed for PCB. If any sample exceeds the action levels defined in the MM, then appropriate response actions must be exercised and notification to EPA and DEEP is required.

One wipe sample and two bulk samples exceeded the action levels established by the MMP.

Eagle performed the following services:

Wipe Sample Exceedance

One wipe sample exceeded the action level. That sample was collected on the surface of encapsulant on the control joint located in the second-floor corridor outside of Room 073 and the laboratory reported the PCB concentration in excess of the action level established by the MMP.

HazPros, the environmental contractor who applied the encapsulant, responded to the Site on April 17, 2018 and repaired the damage with additional encapsulant while the school was vacated for spring break.

Eagle returned to the Site on April 19, 2018 and collected wipe samples directly over the repaired encapsulant (4-19-PCB-01) and directly above the repaired encapsulant (4-19-PCB-02). Both of the samples were None Detected (ND) for PCB.

Bulk Sample Exceedance

The PCB concentration in the sample collected from underneath the walk off mat at the entrance to Room 028 exceeded the action level established by the MMP. The PCB concentration in the sample collected from carpeting inside of the main entrance doors exceeded the action level established by the MMP.

Eagle returned to the Site on April 13, 2018 to determine contamination sources, limits of contamination, transport mechanisms, and distribution pathways. Two (2) samples were collected from carpet tiles eight (8) feet in front of the door thresholds and two (2) samples were collected from carpet tiles twelve (12) feet in front of the door thresholds.

Eagle reviewed the laboratory results and notified EPA and DEEP of the exceedances.

PROJECT SCHEDULE AND COST

Please refer to the attached Fee Schedule for an explanation of project fees. The Services provided within the attached Fee Proposal are only those which are expressly set forth in this proposal.

Please sign and return the attached Fee Proposal to formally authorize the project.

Eagle Fee Proposal

CLIENT	PROJECT LOCATION	PROJECT DESCRIPTION	PROPOSAL #
North Stonington Public Schools 297 Norwich-Westerly Road North Stonington, CT 06359	North Stonington Elementary	PCB Exceedanes	18-125
DESCRIPTION			TOTAL
PCB Exceedances– March 2018 North Stonington Elementary School 311 Norwich-Westerly Road Norwich, Connecticut Eagle Proposal No. 18-125 Sample Collection : Additional Sample Collection, Packaging and Delivery Services due to Exceedances (7 hours @ \$75/hour)			525.00
Sample Analysis: Phoenix Environmental Laboratories Wipe Samples: EPA Method SW846 8082/3540C - 3 Day TAT (estimated 3 samples @ \$75/sample)* Bulk Samples: EPA Method SW846 8082/3540C - 3 Day TAT (estimated 4 samples @ \$75/sample)*			225.00 300.00
Data Analysis and Reporting: Additional Data Analysis and Reporting (4.5 hours @ \$75/hour)			337.50
			SALES TAX \$0.00
			TOTAL \$1,387.50
			TERMS Net 45

Eagle Environmental, Inc. will perform the above outlined services in accordance with the Terms and Conditions attached hereto. If you are in agreement with the proposal, please sign and return one executed contract to our office. Receipt of a signed contract will be considered authorization to proceed with the work and is required prior to project initiation.

AUTHORIZATION TO PROCEED

SIGNATURE _____ DATE _____ 3

PRINT NAME _____

AGREEMENT FOR SERVICES

This Agreement for Services (the Agreement) is entered into by and between Eagle Environmental, Inc. (Eagle) and (the "Client"). In consideration of the promises set forth below, the parties hereby agree as follows:

1. Services to be Provided

Eagle agrees to perform for the Client the services described in the attached proposal, which shall be considered a part of the Agreement. Any condition to or change in the Services must be reflected in a written document signed by both parties and attached to the Agreement.

2. Fee for Service

Eagle's fee for the Services shall be as specified in the proposal. The fees quoted are exclusive of any sales, use, service or other taxes arising out of or relating to the Services. Where applicable, such taxes and charges shall be billed as a separate item. Services are performed with the understanding that such taxes and charges shall be added, as required by law. Eagle will charge sales tax unless a valid sales tax exemption certificate is provided for the project.

Payment of services provided by Eagle Environmental must be in receipt of full payment prior to release of findings and documentation. If, upon client's request, documentation is released C.O.D., client will be responsible for any and all delivery charges above and beyond standard and customary first class postage costs.

If credit has been granted, payment is according to the credit terms on Client's invoices or, if none appear, according to terms of net 30 days from date of invoice. The acceptance by Eagle of such payment will not constitute a waiver of Eagle's right to pursue the collection of any remaining balance. If Client fails to make payment when due, without prejudice to any other right or remedy, overdue sums will bear interest to date of payment at the annual rate of 18% (calculated at 1½% per month, compounded monthly) or such lower rate as may be the maximum permitted by law; and Eagle will be entitled to reimbursement for all costs of collection and attorneys' fees.

3. Completion of Services

Unless expressly stated otherwise in the Proposal, interim and final completion dates for the Services are approximates only, and time shall not be of the essence. Without limiting the generality of the foregoing sentence, if any Service is delayed because of any reason beyond Eagle's control, completion dates may be extended by a reasonable time period by Eagle.

4. Insurance

Eagle maintains commercial general liability coverage and professional liability coverage. Certificates of insurance evidencing such coverage shall be provided to Client upon request.

5. Warranty; Limitation of Liability

Eagle warrants that it will perform the Services specified in the Proposal with the degree of care and skill normally exercised under similar circumstances by similar organizations in the profession.

Eagle does not warrant or guarantee, and shall not be responsible for the accuracy of any information or data provided to Eagle by Client, Client's agents, or other third parties, or conclusions in any report of Eagle based upon such information or data. Eagle does not warrant or guarantee the accuracy or reliability of any analysis performed by any person or entity other than Eagle.

All other warranties, direct or implied, including the implied warranties or merchantability and fitness for particular purpose, are hereby excluded.

If loss or damage to Client should result from the failure of performance or deficient performance by Eagle in providing the Services, the liability of Eagle, if any, shall be limited to a sum equal but not exceeding the available limits of Eagle's insurance. This limitation of liability shall apply to a claim for loss or damage whether based on a contract claim or a tort claim.

6. Indemnification

Client understands and agrees that Eagle will not be liable for any claim or action brought against Eagle by any employee of Client or any other third party arising from or relating to the Services rendered to Client by Eagle. Client hereby agrees to defend, indemnify and hold Eagle harmless from and against claims arising out of Client's negligence and shall pay all costs of any such action, including but not limit to attorneys' fees, judgments, damages and settlement costs, provided that Eagle gives Client reasonable written notice of the claim or action. Notwithstanding the foregoing, this section shall not apply to claims or actions arising from any negligent, careless or intentional performances on the part of Eagle, its agents or employees.

7. Relation of Parties

The relationship between the parties hereto is one of customer and independent contractor, not employer and employee.

8. Force Majeure

No party shall be liable for delay in performance hereunder due to caused beyond it's control, including but not limited to acts of God, fires, strikes, acts of war or intervention by a government authority.

9. Arbitration

Any controversy or claim arising out of or relating to the Agreement shall be settled by arbitration in accordance with the then prevailing Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Venue for the arbitration shall be in Hartford, Connecticut.

10. Applicable Law

The agreement shall be construed and interpreted according to the laws of the State of Connecticut.

11. Entire Agreement

The Agreement contains all the Terms of any agreement relating to the subject matter between Eagle and Client, and may not be changed in any way except in writing signed by both parties. The Agreement supersedes and cancels any previous understanding or agreement, written or implied, between the parties relating the services covered hereby.

12. Subcontract

Eagle, at its sole option, may subcontract any portion of the Service to another entity. Such subcontractor shall be held to the same standard of care in rendering the applicable portion of the Services as Eagle hereunder. Notwithstanding anything herein to the contrary, nothing herein shall be deemed to create privity of contract between Eagle's subcontractor and the client.

13. Termination of Contract

Client can terminate this contract without cause with 30 days written notice. All outstanding fees for Services completed or in progress shall be paid immediately upon termination of contract. Upon receipt of all such outstanding fees, Eagle shall submit copies of all documents generated and return all confidential materials to Client.

Eagle can terminate contract, if Client breaches contract, with 30 days written notice.