

212-732-7653
FAX: 212-962-1825

CEDAR MANAGEMENT CORP.

REAL ESTATE MANAGEMENT
20 VESEY STREET
NEW YORK, N.Y. 10007-2966

February 19, 2002

The City of New York
Dept. of Environmental Protection
Asbestos Control Program
59-17 Junction Boulevard - 8th Floor
Corona, N.Y. 11373-5108

Re: 20 Vesey Street

To Whom it May Concern:

The following is a summary of the clean-up activities that took place at the above building. Our offices are located in the building and we were displaced from our building for over 6 weeks. Since we could not get to our offices we immediately contacted our insurance adjuster who recommended a restoration company for the clean-up of the building. We hired All City Restoration, whose address is 265 Wilson Avenue Westbury, N.Y. 11590. The person I spoke with was Ron Marchand, Jr. and his phone number is (800) 257-6128. They cleaned the roof, cleaned the interior of the building (lobby, public halls, walls, floors and ceiling in the tenants suites), arranged for the a/c ducts to be vacuumed and cleaned throughout the building and negotiated directly with the tenants to clean the personal property of each tenant. The facade of the building was cleaned by a different contractor, Di-Bari Contracting Corp., represented by Mr. Michael D'Gideo who can be reached at (631) 667-9860. In addition, we had our a/c towers flushed and cleaned and replaced all the a/c filters throughout the building with new pleated filters.

We hired AAS Environmental, Inc. to collect air and dust wipe samples. A copy of their proposal and results are attached. We picked various locations in the building to analyze based on the location in the building and amount of damage the suite suffered. As you can see, the results showed that the dust samples and air monitoring results were deemed by the independent laboratory to be well below clearance criteria for reoccupancy following an abatement project.

PT.

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If you have any additional questions regarding the above building, please contact me at your earliest convenience.

Very truly yours,

Cedar Management Corp.

By: 
Richard Rubel - Pres.

**AAS Environmental, Inc.****PROPOSAL**

Washington, DC
643 Lofstrand Lane
Rockville, MD 20850-1389
(301) 294-3211
(301) 294-3212 FAX

New York, NY
72 Madison Avenue
New York, NY 10015-8731
(212) 213-8700
(212) 213-7808 FAX

Baltimore, MD
225 North Calvert Street
Baltimore, MD 21202
Mail Stop - MD-301-17-31
(410) 605-1121
(410) 605-9378 FAX

Arlington, VA
2345 Crystal Drive
Suite 1000
Arlington, VA 22202 4801
(703) 769-8299
(703) 769-1063 FAX

Harrisburg, PA
200 South 18th Street
Harrisburg, PA 17104-1205
(717) 234-8820
(717) 238-2350 FAX

AIR MONITORING PROPOSAL/CONTRACT**Client Name and Address:**

Cedar Mgmt Corp
20 Vesey Street
New York, NY
ATTN: Mr. Richard Rubel

Job Name and Address:

Cedar Mgmt Corp
20 Vesey Street
New York, NY

Site Description:

Air Monitoring for Reoccupancy

Proposal Number:

52001152

Date:

October 24, 2001

I. SERVICES

AAS Environmental, Inc. ® (AASE) proposes to provide the following services:

Collection of air and dust wipe samples in the above referenced building utilizing high-volume and low-volume air samplers;

1. Asbestos air sampling to ensure that levels of airborne asbestos fibers are less than 0.01 fibers per cubic centimeter (f/cc) using phase contrast microscopy (PCM). Turnaround time for clearance samples shall be 12 hours. AASE shall collect a total of 5 PCM air samples.
2. AASE shall collect and submit the following samples to an independent laboratory for analysis.
 - ▶ Total dust air sampling to determine 8-hour time-weighted average as compared to the Occupational Safety and Health Administration (OSHA) permissible exposure level (PEL) of 15 mg/m³. AASE shall collect a total of 2 samples. (Two business day turnaround)

Health and Safety

Investigations and Audits

Environmental Site Assessments

Remediation Design and Management

A Consolidated Engineering Affiliate

AAS Environmental, Inc.

Cedar Mgmt Corp

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3. Collection of dust wipe samples from the floor of the above referenced buildings for analysis of the presence of asbestos. AASE shall collect a total of 2 samples. (Next business day turnaround).
4. Following rigorous chain of custody guidelines, AASE will submit all samples collected from the premises to an independent, accredited laboratory for analysis and testing for the presence of the contaminants listed above.
5. Letter summarizing results of samples collected in the building.

II PAYMENT

The fee charged by AASE will be **Five Hundred and Eighty Dollars (\$580.00)** for the air monitoring and wipe sample collection specified herein.

AAS Environmental, Inc.

Cedar Mgmt Corp

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TERMS AND CONDITIONS**1. ACCESS**

The Client shall permit AAS Environmental, Inc. (AASE) free and timely access to building/facility areas as necessary to perform the required services. All work under this agreement will be performed during AASE's normal working hours (8am to 5pm, Monday through Friday), unless otherwise stated herein.

2. ALTERATIONS AND DEVIATIONS

Any alteration to, or deviation from, this Agreement involving extra labor, materials, and/or samples will become the basis of an extra charge over the sum stated in this Agreement. AASE will notify the Client prior to performing any work that would result in additional charges. An authorized change order must be executed prior to AASE's performing any additional services. The contact name below is considered the authorized individual to approve changes to the services.

3. PRICE GUARANTEE

The price quoted in this proposal is valid for a period of twenty-one (21) days from the date of this proposal, at which time the price shall be subject to further negotiations.

4. PAYMENTS TO ENGINEER

A. AASE will invoice the Client on a monthly basis for work completed in the previous billing period. Payment of the invoice amount is due fifteen (15) days upon receipt of the invoice. If the Client should fail to pay AASE within fifteen (15) days after the time the payment of any amount becomes due, then AASE may terminate the work without notice until payment of the amount owing has been received. AASE reserves the right to add a 1.5% per month service charge to any account outstanding over 30 days.

B. The Client will be responsible for any and all taxes applicable to the services and/or materials provided hereunder.

5. COLLECTIONS

In the event that AASE must engage a collection agency and/or an attorney in order to recover an amount due under this Agreement, the Client shall pay AASE's collection costs, court costs, and reasonable attorney's fees.

6. INSURANCE

A. For the duration of time AASE is required to maintain insurance by its Client, or for two (2) years following final payment under this Agreement, whichever period is longer, AASE will maintain Worker's Compensation Insurance with limits as required by statute, Commercial General Liability, Contractor's Pollution Liability, and Professional Liability Insurance with limits of \$5,000,000 per occurrence and \$5,000,000 aggregate, and Automobile Liability Insurance with a combined single limit of \$1,000,000.

B. If the Project involves on site remediation-phase project management/air monitoring services by AASE, contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming the Client as a Named Insured and AASE and AASE's subcontractors as additional insureds or to endorse Client, AASE, and AASE's subcontractors as additional insureds on contractor's liability insurance policies covering claims for personal injuries and property damage. Contractors shall be required to provide certificates evidencing such insurance to the Client and AASE.

7. INDEMNIFICATION

A. The Client agrees that it will require all contractors to indemnify, defend, and hold harmless Client and AASE, their affiliates and subsidiaries, their officers, directors, and employees and their successors, heirs and representatives, from any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the contractors, its employees, agents, subcontractors, and suppliers.

8. TERMINATION

Services may be terminated by the Client or AASE by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, the Client shall pay AASE all amounts due AASE for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by AASE in terminating the services. In addition, the Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid lump sum and/or not-to-exceed fee(s).

9. GOVERNING LAW

Interpretation of this Agreement is to be governed by and construed in accordance with the laws of the state of operation of AASE's branch office performing the services herein. The application of the provisions of this Subcontract to services provided at local sites will be governed by the law of the local sites where services are provided.

10. ENTIRE AGREEMENT

These Terms and Conditions and the above Proposal and Attachments contain the entire Agreement between AASE and the Client relative to AASE's services for the project herein. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no verbal understandings, statements, or stipulations bearing upon the meaning or effect of this Agreement. This Agreement may only be modified or amended by a written instrument executed by both parties, except as may be otherwise provided herein.

IN WITNESS WHEREOF, they have executed this Agreement on the date written below.

AAS ENVIRONMENTAL, INC.*


Clifford S. Burns, P.E., Branch Manager

~~10/05/01~~ 10/24/01
Date

Cedar Management Corp


Signature

RICHAED LUBEL - PRESIDENT
Name & Title

10/25/01
Date