

April 9, 2020

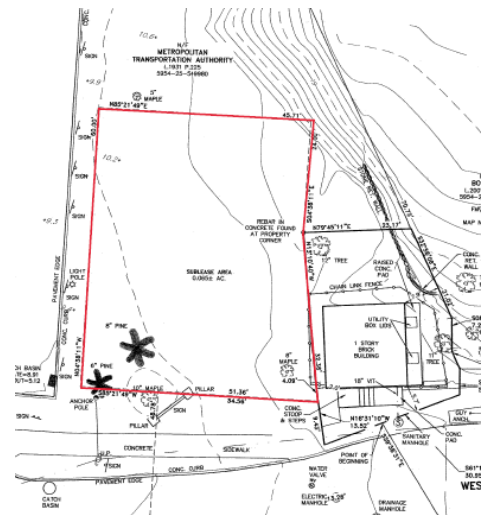
Anthony Ruggiero
City Administrator – City of Beacon
1 Municipal Plaza
Beacon, NY 12508
c/o NWard-Willis@kblaw.com

Re: *Proposal for Professional Services
MTA Property - Proposed Easement
Railroad Drive, City of Beacon, Dutchess County, NY
Chazen Proposal # PM200.97*

Dear Mr. Ruggiero and Mr. Ward-Willis:

The Chazen Companies (Chazen) thank you for the opportunity to present this Professional Services proposal for a Phase I Environmental Site Assessment (ESA) and environmental sampling of geotechnical borings of the above-referenced property. We understand the site is a 0.065-acre property identified on the Dutchess County Tax Map as part of Section 5954, Block 25, Lot 549980. The Site is a wooded/vegetated land adjacent to a parking lot, and the red outline on the provided image shows the approximate boundary of the site.

The following represents the scope of work you have requested. Please refer to the Fee and Time Schedule Summary table near the end of this proposal for the costs and time schedules associated with this task.



TASK 01- PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

Chazen proposes to perform a Phase I ESA of the site in accordance with the scope and limitations set forth in the ASTM Practice E 1527-13 (Phase I ESA Process). The purpose of a Phase I ESA is to identify recognized environmental conditions (RECs) or Significant Data Gaps (SDGs) on a property through review of historical site uses, interviews with parties knowledgeable about the site, observations made during a site visit, and review of federal and state databases.

Under ASTM E 1527-13 Standard Practice, a REC means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. The Phase I ESA will include a Tier 1 vapor encroachment screening

New York: Hudson Valley • Capital District • North Country • Westchester
Tennessee: Nashville • Chattanooga **Oregon:** Portland

consistent with the 2015 ASTM E2600-15: *Standard Guide for Vapor Encroachment Screening on a Property Involved in Real Estate Transactions*. Vapors can come from contaminants on the site or from contaminant plumes flowing under the site from adjacent properties.

Report Preparation

Chazen will prepare a report of the findings generated during the Phase I ESA. The report will include figures of the site area including a USGS topographical map, tax map and aerial photograph, and relevant photographs obtained during the site visit. A portable document format (pdf) of the report will be submitted.

TASK 02 – ENVIRONMENTAL SAMPLING OF GEOTECHNICAL BORINGS

Chazen understands that geotechnical borings will be installed on the subject site and the City has requested environmental screening and sampling of these borings. Chazen will review the geotechnical boring program that should identify the number, location, and depth of planned borings. Our soil sampling recommendation will consider the boring program information and the information gathered for the Phase I ESA (Task 1), to the extent it is available when borings are installed.

A Chazen geologist will observe the boring installations, screen for evidence of contamination, and prepare soil samples for laboratory analyses. Soil samples will be field screened for volatile organic compounds (VOCs) using a photoionization detector (PID). Soil samples are typically collected from the depth interval that exhibits the highest potential for impacts based on visual (e.g., sheen, staining, or fill material), olfactory, or PID evidence, or the groundwater interface. If groundwater is encountered, grab groundwater samples can also be collected after the geotechnical boring is completed. Potential sample analyses will be based on suspect contaminants, which considers past use and potential for migration of impacts from nearby properties. As this information would be gathered during Task 1, we offer unit prices for laboratory analyses and the sampling scope will be refined when more information is available. Samples will be submitted to a NYSDOH ELAP-certified laboratory under standard chain-of-custody procedures with a standard five to seven-day turnaround time for results packages and Category A deliverables.

If field observations or laboratory results suggest a petroleum spill has occurred, 6 NYCRR Part 613-3.4 requires notification to the NYSDEC Spills hotline (1-800-457-7362) within two hours of discovery. This proposal does not include costs for NYSDEC coordination or remedial work that may be required.

TASK 3 — ENVIRONMENTAL SAMPLING REPORT

The Task 2 sampling findings will be presented in a letter report describing field observations, boring logs, a sample location figure, and analytical results summary compared to applicable standards and guidance levels. If some areas of investigation warrant further sampling, those recommendations will be included. The laboratory analytical reports will also be provided. Chazen will deliver the report as a portable document format (pdf) file via email.

Task MT00 — Project Meetings

If project meetings/conferences are requested, Chazen will coordinate, prepare for, and participate. These services will be billed on an hourly basis in accordance with Chazen's Billing Rate Schedule. For the purpose of this proposal, a budget of three hours at \$143/hour has been allocated.

Limitations

This proposal includes the cost for only those specific services delineated above. Additional items not addressed as part of this proposal include:

- The preparation of supplemental or additional reports or correspondence which may be requested or required by you, your representatives or consultants, or governmental agencies.
- The following are several non-scope considerations that are excluded from the standard ASTM 1527-13 scope of work. This list is not intended to be all-inclusive, and will not be investigated unless specifically requested by the Client:
 - Hazardous building materials (e.g., Asbestos-Containing Building Materials, Lead-Based Paint, Mercury-Containing Building Materials)
 - Lead in Drinking Water
 - Regulatory Compliance
 - Cultural and Historic Resources
 - Health and Safety
 - Radon
 - Mold
 - Ecological Resources, Endangered Species, and Wetlands
 - Indoor Air Quality
 - Biological agents
 - Industrial Hygiene
- Responses from public agencies are typically obtained within three weeks; therefore, client imposed time constraints of less than 20 business days may result in data gaps producing incomplete assessments. Most state and county offices are currently closed due to COVID-19 and files may not be available for review and may result in a data gap.
- Phase I ESAs compliant with ASTM E 1527-13 are representative of conditions evaluated during the report-preparation period and reports are valid for 180 days.
- No ESA can wholly eliminate uncertainty regarding the potential for RECs in connection with a property. The performance of a Phase I ESA consistent with ASTM Standard E 1527-13 is intended to reduce, but not eliminate, such uncertainty regarding the potential for RECs in connection with a property, and this practice recognizes reasonable limits of time and cost. The information presented in the report will be limited to the investigation conducted and described herein, and is not necessarily all inclusive of conditions present at the site.
- A Phase I ESA process is intended to permit the user to satisfy the "all appropriate inquiry" requirement for a party to qualify for a landowner liability protection under CERCLA. All appropriate inquiry researches previous ownership and uses of a property consistent with good commercial practices and does not constitute an exhaustive assessment of a property. To help the client qualify for a CERCLA landowner liability protection, Chazen will ask the client and any additional users of the Phase I ESA report to provide specific information that will help identify the possibility of RECs in connection with the property. A "User Questionnaire" will be provided to the client at the start of the Phase I ESA process. The User will be requested to provide recorded land title and judicial records (different from chain of title reports), with a search for environmental liens and activity and use limitations (e.g., deed

restrictions and environmental easements). If the client would like Chazen to coordinate the environmental lien and AUL search, additional charges will apply, which can be provided upon request.

- The environmental sampling is intended to assess the presence of impacts in the geotechnical borings. It may not provide sufficient information to characterize the nature and extent of impacts nor evaluate potential remedial actions or costs.

Client Responsibilities

- Prior to the site reconnaissance, the client shall provide land title information suitable to establish the past 50 years of property ownership, if available.
- We understand that this Phase I ESA was requested on behalf of the City of Beacon, who will be the User of the Phase I ESA report. As such, the City of Beacon will ensure access to records (e.g., a FOIA request will not be needed for the City to provide previous environmental reports/documentations, municipal records, etc.). The City will also arrange permission for Chazen to inspect the site and all on-site structures, if any. Please note that there is a significant value and importance to making relevant records available for review prior to the site visit being performed. If substantial records of previous environmental assessments/investigations are provided, additional charges may apply.

Professional Services Fee Schedule

Chazen proposes to bill each task as indicated in the following Fee and Time Schedule Summary. Invoices will be issued monthly for all services performed during that month, and are payable upon receipt. Lump Sum tasks will be billed according to milestone completions for each deliverable, or commensurately with the percentage of the task which has been completed. The proposed schedule is shown and is contingent on obtaining timely access to all areas of the site for inspection.

Fee and Time Schedule Summary

Task No.	Task Description	Fee Estimate	Proposed Schedule
01	ASTM E 1527-13 Phase I ESA	\$2,650 (lump sum)	Start: Upon authorization End: Four to five weeks from authorization (please advise if a faster turnaround time is needed to meet your goals)
02	Environmental Sampling of Geotechnical Borings	\$1,475 per day Chazen field labor and equipment (T&M) Laboratory costs based on unit rates below	Letter report within two weeks of receipt of laboratory report.
MT00	Project Meetings	\$429 (T&M)	As needed
Laboratory Analytical Costs for Standard Turnaround Time (*indicates common analyses for screening):			
* TCL VOCs 8260	\$105.80	Total TAL metals	\$147.34
TCL SVOCs 8270	\$206.28	Total Pesticides	\$88.41
CP-51 List VOCs	\$69.26	PCBs and Pesticides	\$106.09
* CP-51 List SVOCs	\$104.91	Total Herbicides	\$123.23
* Total RCRA metals	\$76.62	TPH (DRO) 8015M	\$76.62
PCB 8082	\$58.94	TPH (GRO) 8015M	\$58.94
* Sample Disposal	\$1.73	Hazardous Waste Screening Characterization	\$618.84

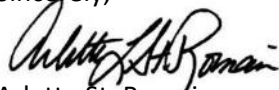
- 1 Fees listed for Time and Materials tasks, Sub-Consultants, and Reimbursable Expenses are estimates only. Chazen will bill for actual hours and reimbursable expenses incurred. While Chazen will make its best effort to complete each of these tasks within the estimated amounts, it is possible that it will be necessary to exceed these amounts in order to complete the scope of services for each task.
- 2 Projected start and end dates are subject to change and are based on the date from authorization to proceed. Because certain aspects of the project are outside of our control we cannot guarantee completion of this project within these schedules.

Agreement

Attached, please find a copy of our Standard Agreement. Return receipt of the signed Agreement will be our authorization to schedule the performance of this work. Please be aware that the projected task start and completion dates are based on timely receipt of the signed Agreement. A delay in returning the necessary documents may require modification of the proposed task start and completion dates as described herein. This proposal is valid for 30 days from the date hereof.

Please feel free to contact me at (518) 260-1811 or arlette@chazencompanies.com if you have any questions. Chazen appreciates being considered for this project.

Sincerely,



Arlette St. Romain
 Director, Environmental Due Diligence and Brownfield Investigations

Attachments: Standard Agreement

AGREEMENT MADE this _____ day of _____, 2020 by and between Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (CELSLA), a New York design professional corporation with its principal place of business at 21 Fox Street, Poughkeepsie, New York 12601 (hereafter referred to as "The Chazen Companies" or "Chazen") and

City of Beacon, 1 Municipal Plaza, Beacon, NY 12508

(hereafter referred to as "Client").

1. **PURPOSE:** Client hereby retains Chazen to perform the services described in the Proposal For Professional Services dated April 9, 2020 which is hereby made a part of this Agreement.

2. **COMPENSATION:** Chazen's compensation for services shall be as stated in the Proposal For Professional Services. Chazen shall submit invoices on or about the tenth day of each month. Invoices shall be payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month. At the beginning of each calendar year Chazen reserves the right to adjust its billing rates in accordance with Chazen's new annual fee schedule. Chazen may suspend its performance under this Agreement until all delinquent amounts due for services and expenses have been paid. All amounts due and owed Chazen under this Agreement shall be paid in full at the completion of services. Chazen may refuse to release reports, maps and materials prepared by Chazen for Client until all arrearages are paid in full. If Chazen is required to retain an attorney and/or collection agency to collect amounts due Chazen under this Agreement, Client agrees to pay Chazen's reasonable attorney's and/or collection fees together with the costs and disbursements of any such action.

A retainer in the amount of \$_____ will be required prior to the initiation of services. This retainer will be held until the end of the project and applied to Client's final invoice. Any excess amount will be returned to Client.

Final payment will be due upon delivery of the final work product (e.g. report, survey, etc.).

3. **COOPERATION:** Client agrees to keep Chazen informed of changes to the project scope and schedule, and shall arrange for and provide Chazen entry to property in order to perform the services. Client shall give Chazen prompt notice of any potentially hazardous or injurious conditions Client knows of or has reason to know of which may be present on property Chazen must enter. Client agrees to allow Chazen to display appropriate promotional signage during construction, and to allow Chazen to make a photographic record of the project prior to, during, and subsequent to construction. Client agrees to allow Chazen to use photographic images, along with information about the project and/or a description of the services provided, for promotional purposes without restriction or monetary compensation.

4. **PROJECT DOCUMENTS:**

A. All Documents which may include, but are not limited to, Plans, Specifications, Survey Plats, Technical Reports and Correspondence are instruments of service with respect to this Project, and Chazen shall retain an ownership and property interest therein, including the right to reuse the Documents. The right to alter the Documents belongs only to Chazen.

B. Client and Client's contractors or other consultants may rely only upon printed copies (also known as hard copies) of Documents that are signed and sealed by a Licensed Professional employed by Chazen. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies govern.

C. Any electronic copies (files) provided will be provided solely as a convenience and shall NOT be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a Licensed Professional employed by Chazen.

D. Be advised that electronic copies of Documents can deteriorate or be inadvertently modified without Chazen's consent, or may be otherwise corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of Documents.

- E. Any use, conclusion or information obtained or derived from electronic copies of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any use whatsoever or reliance on electronic copies of Documents.
- F. Client understands that Documents are not intended or represented to be suitable for any purpose other than that for which they were created. Any reuse or modification of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any reuse or modification of Documents.
- G. Client understands that it is a violation of New York State Education Law for any person to alter in any way any Document that has been signed and sealed by a Professional Engineer or Land Surveyor, unless he or she is acting under the direction of a licensed Professional Engineer or Land Surveyor and that the altering professional signs and seals the document and describes the alteration.
5. **RISKS, INSURANCE & LIMITATION OF LIABILITY:** Client and Chazen have discussed the risks, rewards and benefits of the project and Chazen's fees for services under this Agreement. Client and Chazen have also discussed the allocation of risk associated with their respective duties under this Agreement and agree, to the fullest extent permitted by law:
- A. Chazen shall carry and maintain Workers Compensation, General Liability, Automobile Liability and Professional Liability insurance. Chazen will provide Client certificates of insurance upon request. Chazen will be responsible for the negligent actions of Chazen, and the employees and subcontractors of Chazen, within the terms and conditions of the insurance coverage maintained by Chazen, subject to the limitation of liability set forth in paragraph 5(C) below. Chazen will not be responsible for any loss or liability, or any violation of law, rule, regulation or decree by Client or the employees, agents, contractors, or consultants of Client.
- B. Chazen agrees that it will not bring hazardous or toxic materials onto Client's property. Client understands that the ordinary course of work performed by Chazen may result in the excavation and relocation of hazardous or toxic materials that were on or under the property before Chazen began its work. Client understands that Client is solely responsible for the cost of investigating, removing, and remediating such materials.
- C. Chazen's liability for claims related to professional services errors or omissions under this Agreement, however arising, shall be limited to the greater of \$1,000,000 or the total compensation received by Chazen from Client, and Client hereby releases Chazen from any liability or contribution above such amount. This limitation of liability shall include but not be limited to Chazen's negligence, errors, or omissions. In no event shall Chazen be liable for incidental or consequential damages, including loss of profits or revenue resulting from any cause or causes.
6. **TERMINATION:** In the event of substantial failure by either party to perform under this Agreement, the aggrieved party may terminate this Agreement upon seven (7) days written notice. If this Agreement is terminated, Client shall remit all monies due Chazen within 30 days. Chazen at its sole discretion, may terminate this Agreement when it reasonably believes there may be condition(s) which threaten the health and safety of Chazen personnel and subcontractors. Chazen assumes no duty to report hazardous or dangerous conditions not caused by Chazen and shall rely exclusively upon Client to report any such conditions.
7. **SEVERABILITY:** If any provision of this Agreement is held invalid such provision shall have no effect, but all remaining provisions shall continue in full force and effect. Each provision of this Agreement shall be interpreted so as to render it valid.
8. **NOTICES:** All notices shall be in writing and shall be sufficient if sent by first class mail or overnight mail to the addresses of Client and Chazen as shown herein. Notices shall be deemed as received three (3) business days after mailing. Each party hereby agrees to accept all mailed and hand delivered communications.
9. **ENTIRE AGREEMENT:** This Agreement and any attachments and exhibits identified herein represent all of the promises, agreements, conditions, understandings, and undertakings between Client and Chazen.

Professional Services Agreement
Project Name: MTA Property - Proposed Easement

Proposal Number: PM200.97
Project Number: _____

- 10. **AMENDMENTS:** This Agreement shall bind Client and Chazen and their successors and assigns. The parties may, by written agreement(s), modify and amend this Agreement. Any such amendment must be in writing and be signed by the party against whom enforcement of the amendment is sought. No breach of any part of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such a breach. The failure of any party to insist in any one or more instances upon strict performance of this Agreement shall not be construed as a waiver of the right to insist upon strict performance.

- 11. **GOVERNING LAW:** This Agreement shall be governed and construed by the laws of the State of New York. For purposes of any legal action or suit related to or arising out of this Agreement venue shall be Dutchess County, New York.

- 12. **COUNTERPARTS:** This Agreement, and any amendments or revisions thereto, may be executed in two or more counterparts each of which shall be deemed an original, but which together shall constitute one and the same instrument(s).

- 13. **REPRESENTATIONS:** Client and Chazen state that each has full power and authority to make, execute and perform this Agreement. Signatory for Client states that he is an officer, owner, partner, agent or attorney for Client. Neither Client nor Chazen is bankrupt or have availed themselves of any debtor's remedies nor are currently contemplating such.

City of Beacon, 1 Municipal Plaza,
CLIENT Beacon, NY 12508

THE CHAZEN COMPANIES
Chazen Engineering, Land Surveying
& Landscape Architecture Co., D.P.C.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____