



May 29, 1014

Mr. Christian K. Miller, AICP
City Planner
City of Rye
1051 Boston Post Road
Rye, NY 10580

Re: Proposal for Review of Environmental Documents
Theodore Fremd Senior Housing Zoning District Change – Rye, NY

Dear Christian:

As we discussed, Tenen Environmental is pleased to provide the City of Rye with this proposal to perform an independent review of the environmental documents pertaining to the above property (the Site). Tenen will review the available documents, specifically those pertaining to subsurface environmental conditions, and will prepare a memorandum summarizing our findings. Tenen will also provide technical support to the City of Rye by attendance at public meetings. A limited consulting budget for additional telephone calls, meetings, and responses to questions is also included. It is our understanding that the Westchester County-owned Site is slated for development for affordable senior housing and that concerns have been raised regarding environmental impacts to the Site from petroleum releases on adjoining properties.

The costs associated with this effort are summarized below. Cost assumptions are provided under the task descriptions.

Task	Description	Estimated Cost
1	Environmental review/memorandum	\$2,800.00
2	Attendance at public meetings	\$3,900.00
3	Consulting	\$1,575.00
Total Estimated Cost		\$8,275.00

Scope of Work

Task 1 – Environmental Review and Memorandum. Tenen will review the following documents in the context of the proposed building, with a focus on subsurface conditions that may impact development of the Site. Tenen will also view the segment of the May 21, 2014 Rye City Council meeting video pertaining to the proposed project. This information has been accessed through the links to the City of Rye website, provided in your email dated May 23, 2014.

- Proposed conceptual Site plan
- Letter from N. Drummond and P. Kutzy, Westchester county to L. Larizza, Lazz Development dated May 7, 2014
- Aerial photos of site
- Soil testing results – Ralph Mastro Monaco – April 23, 2014
- Soil Test technical report – York Analytical Laboratories – April 17, 2014
- Full Environmental Assessment Form
- Team Environmental Consultants Phase I Report dated May 14, 2014
- Pertinent documents obtained through the Freedom of Information Law

Tenen will present the findings of the review in a memorandum summarizing environmental conditions on the Site, focusing on issues that may potentially impact development. As discussed, this memorandum will be provided by June 6, 2014 to enable review prior to the June 11, 2014 City Council meeting.

Task 2 – Meeting Attendance. Tenen will attend public meetings pertaining to the proposed project in order to 1) obtain additional information, specifically any changes in the proposed project that may impact the findings of the environmental review; and 2) to address questions and concerns raised regarding the impact of subsurface environmental conditions on the planned development. For purposes of this proposal, it is assumed that Tenen will attend up to four public meetings, including the aforementioned 6/11/14 City Council meeting.

Task 3 – Consulting. Based on our experience, some issues may need to be addressed on an ongoing basis, via telephone calls, emails or internal discussions. The cost for this task assumes six hours of additional consulting time.

This effort will be led by Matthew Carroll, P.E., a New York State-licensed environmental engineer and principal at Tenen, who is experienced in all aspects of site assessment and development and implementation of remedial strategies. His experience involves projects from inception through investigation, remediation and closure. His expertise includes soil, soil gas and groundwater remediation; remedial selection and design; preparation of cost estimates; soil characterization for disposal; field/health and safety oversight and preparation of work plans and reports to satisfy the requirements of New York and New Jersey state requirements and New York City E-designation and Restrictive Declarations. Mr. Carroll's project experience also includes management of a New York City School Construction Authority hazardous materials contract. He has prepared dewatering and sewer discharge permit applications and stormwater pollution prevention plans. Mr. Carroll received his Bachelor of Engineering from Stevens Institute of Technology and Bachelor of Science in Chemistry from New York University.

Schedule and Cost

Tenen can commence this work immediately upon authorization. The total cost for this scope of work is **\$8,275.00**, subject to the assumptions listed above. This work will be performed on a time and materials basis in accordance with the terms and conditions included as Exhibit A and standard hourly rates (Exhibit B). If these are acceptable, please return a signed copy of the Environmental Services Agreement. This proposal is valid for a period of 30 days from the proposal date.

We look forward to working with you on this project. Please contact us with any questions.

Sincerely,

Tenen Environmental



Mary S. Manto
Project Director

Theodore Fremd Senior Housing Zoning District Change
Review of Environmental Documents

Exhibit A

ENVIRONMENTAL SERVICES AGREEMENT

This Environmental Services Agreement (the "Agreement") is made as of the latest date indicated on the signature pages hereto, by and between **City of Rye** ("CLIENT") and **Tenen Environmental, LLC** a New York limited liability company ("TENEN", and together with CLIENT, the "parties"), for certain services in connection with Tenen's proposal dated May 29, 2014 (the "Proposal").

RECITALS

WHEREAS, CLIENT desires to engage TENEN to provide those services described in the proposal in connection with the Project, and

WHEREAS, TENEN desires to render such services subject to the terms and conditions described herein.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, CLIENT and TENEN agree as follows:

SECTION I. SCOPE OF SERVICES

TENEN will provide services for the Project consisting solely of activities identified within Tenen's proposal dated **May 29, 2014** for: **Review of Environmental Documents, Theodore Fremd Senior Housing Zoning District Change – Rye, NY.**

SECTION II. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

The "TENEN Terms and Conditions for Professional Services" attached hereto are incorporated by reference into this Agreement as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF CLIENT

TENEN has based its Scope of Services exclusively upon TENEN's present understanding of the Project as presented in the proposal. CLIENT represents that it has reviewed the Scope of Services, and that TENEN's understanding of the Project set forth in the proposal does not include a mistake or omission of fact that would adversely impact TENEN's ability to perform the Scope of Services.

CLIENT shall provide access to the Project location such that TENEN can complete the Scope of Services in an orderly and efficient manner.

SECTION IV. COMPENSATION

Compensation shall be paid to TENEN in accordance with the proposal, subject to the payment terms set forth in the attached terms and conditions.

SECTION V. PERIOD OF SERVICE

Unless otherwise stated in this Agreement, this Agreement shall extend for twelve (12) months from the date of execution. The compensation for TENEN's services has been agreed to in anticipation of the orderly and continuous progress of the Project through completion. If any specified dates for the completion of TENEN's services are not met through no fault of TENEN's, the time for performance of those services shall be automatically extended for a reasonable period.

[Signature Page Follows]

Theodore Fremd Senior Housing Zoning District Change
Review of Environmental Documents

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date and year written below.

TENEN ENVIRONMENTAL, LLC



Name: Mary Manto
Title: Principal / Project Director
Date: May 29, 2014

ACCEPTED AND AGREED:



Name: CHRISTIAN K. MILLER
Title: CITY PLANNER
Date: MAY 29, 2014

Theodore Fremd Senior Housing Zoning District Change Review of Environmental Documents

TENEN Environmental, LLC

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE. The standard of care for all professional consulting and related services performed or furnished by TENEN and its employees under this Agreement will be the care and skill ordinarily used by members of TENEN's profession practicing under the same or similar circumstances at the same time and in the same locality. Except as expressly set forth herein, TENEN makes no warranties, express or implied, in connection with TENEN's services.

2. PRICING; OPINIONS OF PROBABLE COST. Any opinions of probable Project costs or probable construction costs provided by TENEN are made on the basis of information made available to TENEN. TENEN may have limited control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions. Accordingly, except as expressly set forth herein, TENEN does not guarantee that proposals, bids, or actual Project or construction costs (other than such costs that are included in the Scope of Services) will not vary from opinions of probable cost that TENEN prepares.

3. CONSTRUCTION AND CONTRACTOR PROCEDURES. TENEN shall not be responsible for the acts or omissions of other parties on the project. TENEN's coordination, observation, or monitoring of work contracted between others shall not relieve any contractor from its responsibility for performing work in accordance with the contractors agreement with others, applicable laws, rules, regulations, or reasonable care and skill. TENEN shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with therewith, and shall not manage, supervise, control or have charge of construction activities of third parties.

4. CONTROLLING LAW; ARBITRATION. This Agreement is to be governed by the laws of the State of New York. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association, sitting in New York City, in accordance with its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

5. SERVICES AND INFORMATION. CLIENT will provide all criteria and information pertaining to CLIENT's requirements and background for the project, including, for example, all prior analytical testing results and reports relating thereto, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT represents as to the technical accuracy and completeness of any documents provided by CLIENT to TENEN. It is understood by CLIENT that TENEN is not engaged in rendering any type of legal, insurance or accounting services, opinions, or advice. It is the CLIENT's sole responsibility to obtain the advice of an attorney, insurance counselor, accountant, or other professionals to protect the CLIENT's legal and financial interests. To that end, the CLIENT agrees that CLIENT or the CLIENT's representative will examine all studies, reports, sketches, drawings, specifications, proposals, and other documents, opinions, or advice prepared or provided by TENEN, and will obtain the advice of an attorney, insurance counselor, or other consultant as the CLIENT deems necessary to protect the CLIENT's interests before CLIENT takes action or forebears to take action based upon or relying upon the services provided by TENEN.

6. SUCCESSORS AND ASSIGNS. CLIENT and TENEN respectively bind themselves, their successors, and assigns, to the terms of this Agreement. Neither party may assign any interest in the Agreement or claims arising herefrom without the prior written consent of the other party.

7. CONFIDENTIALITY AND NON-CIRCUMVENTION. TENEN agrees to keep information confidential that is provided by CLIENT or prepared by TENEN as part of its Scope of Services, including (i) sampling results, (ii) assessments of potential liability, (iii) Project-specific information contained in reports prepared by TENEN, and (iv) other similar information expressly identified by CLIENT as being "CONFIDENTIAL" and acknowledged by TENEN as such. TENEN undertakes no obligation to disclose any information obtained during performance of the Scope of Services to any person or entity (including any regulatory entity) other than CLIENT. CLIENT agrees that it will not reveal either directly or indirectly, to any individual, person, firm, company or corporation, the nature or existence of this Agreement (including any pricing for services) without TENEN'S prior written consent. In addition, CLIENT agrees that it will not on its own behalf or on behalf of any other company, partnership or corporation, person, or other entity, directly or indirectly solicit to complete or accept any of the work or any portion thereof included in the Scope of Services without the express written approval of TENEN.

8. RE-USE OF DOCUMENTS. Upon execution of this Agreement, TENEN grants CLIENT a nonexclusive license to use TENEN's documents, reports, drawings, specifications, email communications, computer software or other items prepared or furnished by TENEN (such items, the "Instruments of Service"), provided that CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. TENEN retains all common law, statutory, and other reserved rights (including copyrights) to all Instruments of Service. Submission or distribution of Instruments of Service to meet regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication or derogation of any reserved rights of TENEN. CLIENT covenants that it shall not, without TENEN's prior written consent, disclose any Instruments of Service to any person or entity (i) that is not a party to this Agreement and (ii) is not using such Instruments of Services directly in connection with the Project. CLIENT may retain copies of the documents for its information and reference in connection with the Project; however, none of the documents may be reused by CLIENT or any other persons or entities on any other project. Any reuse without written verification or adaptation by TENEN for the specific purpose intended will be at CLIENT's sole risk and without liability to TENEN, and CLIENT will defend, indemnify and hold harmless TENEN from all claims, damages, losses and expenses, including attorney's fees, arising from or resulting therefrom.

9. TERMINATION; SEVERABILITY. CLIENT or TENEN may terminate this Agreement, in whole or in part, by giving 14 days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum", cost reimbursement, or similar, the final invoice will include all services and expenses associated with the Project up to the effective date of the termination. An equitable adjustment shall also be made to provide for termination settlement costs TENEN incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term, or condition.

10. INVOICES. TENEN will submit invoices for services rendered and CLIENT will make prompt payments in response to TENEN's invoices. Invoices must be paid in full within 30 days of delivery to CLIENT (the "Payment Period"). CLIENT recognizes that late payment of invoices results in significant costs to TENEN. Accordingly, TENEN may assess CLIENT the maximum interest rate allowed by law on invoices which are not paid within the Payment Period. If CLIENT in good faith disputes any items on an invoice, CLIENT may delay payment of the disputed item, but is required to pay the remaining undisputed amount of such invoice. CLIENT will promptly notify TENEN of any disputed item and will request clarification and/or correction. After any dispute is settled, the disputed item will be corrected on the next issued invoice from TENEN. In the event that undisputed portions of TENEN's invoices are not paid when due, TENEN may, after (5) five days prior written notice, suspend performance of its services, and revoke CLIENT's limited license to any Instruments of Service, until all past due amounts have been paid in full. All invoices may be accelerated upon such notice and shall immediately become due within five (5) business days of such notice.

11. CONTROLLING AGREEMENT; AMENDMENTS. This Agreement, including the exhibits made part hereof, constitute the entire Agreement between TENEN and CLIENT, and supersedes and controls all prior written or oral understandings. This Agreement may be executed in counterparts, and may be amended, supplemented, or modified only by a written instrument duly executed by the parties. Unless expressly modified by reference to these Terms and Conditions, these Terms and Conditions shall take precedence over any inconsistent or contradictory statements made by the parties hereto, or any contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

12. INSURANCE; LIMITATION OF LIABILITY; INDEMNIFICATION. Each party hereto shall be listed as an additional insured under the other party's liability insurance policies, and any costs to obtain additional coverage beyond the amounts initially provided by a party shall be borne by the party requesting such additional coverage. The parties waive all rights against each other and any of their respective subcontractors, sub-subcontractors, agents, and employees, for any losses or damages to the extent such losses or damages are covered by insurance (including property insurance). TENEN's liability relating to services performed hereunder shall not exceed the lesser of (x) the total compensation received by TENEN hereunder, or (y) the aggregate sum of any payments made by TENEN's insurance for Losses (such amount, the "Cap"), and CLIENT agrees to indemnify, defend, and hold harmless TENEN, its agents, successors, and assigns, from and against (i) any claims, damages, losses, and expenses, including but not limited to attorneys' fees, (collectively, "Losses") that CLIENT or any third party suffers in excess of the Cap, (ii) any Losses suffered by any person that did not result from TENEN's gross negligence or intentional breach of this Agreement, and (iii) any Losses claimed more than two years after TENEN's related services are performed. Neither party to this Agreement shall be responsible for any special, consequential, exemplary, or similar damages. In the event that TENEN is required to respond to a subpoena, government inquiry, or other legal process related to this Agreement in connection with a legal or dispute resolution proceeding to which TENEN is not a party, CLIENT shall reimburse TENEN for reasonable costs in responding and shall compensate TENEN at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial. This Section 12 shall survive any termination of this Agreement.

Exhibit B

**TENEN ENVIRONMENTAL, LLC
2014 LABOR RATES**

LABOR CATEGORY	HOURLY RATE
Professional Engineer	\$200.00
Project Director	\$175.00
Senior Geologist	\$175.00
Environmental Engineer	\$150.00
Field Engineer / Geologist	\$120.00
Field Professional	\$100.00
Field Technician	\$ 90.00
Drafting	\$ 80.00

These rates will remain in effect for this project through 4Q14.
Subcontractor costs are subject to a 10% administrative surcharge.
The standard IRS rate will be used for vehicle mileage charges.



Tenen Environmental, LLC
Client List – as of 6/5/2014

36 Bleecker Owner LP	Mayrich Construction
306 Rutledge II	MBA-Brooklyn
383 Carroll Street, LLC	McGowan Builders
470 Kent Avenue LLC	Moshe Kramer
620 West 52nd Street LLC	Napadol Bar & Restaurant
Acumen Capital Partners	National Acoustics
American Development Group	Settlement Housing Fund
Atria Builders	O'Connor Capital Partners
Bialosky & Partners	Pace Galleries
BL Realty	Phil Habib & Associates
Blacksmith Development	Precision Environmental
Casino Concrete	PT Consultants, Inc.
CGS Builders	Quantum Development
Chamber Music America	Rabsky Group
Cheever Construction	RD Management
Crossroads II Development LLC	Regal Realty
Equator Capital Managment	RockFarmer Capital LLC
Fleming-Lee Shue, Inc.	Ronit Realty
George Kaufman	Schoeman Updike
Grid Logistics	SGI USA
HAP Investments	Shawn and Christine Hope
Harlem Academy	Shri Sainath
Hudson Companies	Southern Land Company
Integral Consulting	Stacy Group
Ironstate Development	Stillman Group International
J.T. Cleary	Thomas Finnican
Jai Ganesh Realty	Taconic Investment Partners
Joshua Heschel School	Tishman Speyer
L. Riso & Sons Construction	Thai Mission to the UN
Levien & Company	Tristate Soil Solutions
Little Ones	VHB, Inc.
Maxim Capital Group	World Wide Group