

Buffalo Urban Development Corporation

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BUDC Downtown Committee Wednesday, February 16, 2022 Via Conference Call 12:00 Noon

Agenda

1. Approval of Minutes from January 19, 2022 *(Action)(Encl.)*
2. Ralph C. Wilson, Jr. Centennial Park – Project Update Presentation by Gardiner & Theobald *(Informational)*
3. Ralph C. Wilson, Jr. Centennial Park – RCWJF Grant Agreement #5 *(Recommendation)(Encl.)*
4. Ralph C. Wilson, Jr. Centennial Park – SJB Contract Amendment *(Recommendation)(Encl.)*
5. Buffalo's Race of Place – General Update *(Informational)*
6. BBRP Loan Program – General Update *(Informational)*
7. Partner Updates *(Informational)*
8. Adjournment *(Action)*

**Minutes of the Meeting
of the
Downtown Committee
of
Buffalo Urban Development Corporation**

Via Video Conference Call & Live Stream Audio

**January 19, 2022
12:00 p.m.**

Committee Members Present:

Daniel Castle
Darby Fishkin
Dottie Gallagher
Brendan R. Mehaffy (Committee Chair)
Kimberley Minkel

Committee Members Absent:

Trina Burruss
Michael Finn
Darius G. Pridgen

Officers Present:

Brandye Merriweather, President
Rebecca Gandour, Executive Vice President
Mollie Profic, Treasurer
Kevin J. Zanner, Secretary
Atiqa Abidi, Assistant Treasurer

Guests Present: Cristina Cordero, Gardiner & Theobald; Alexis Florczak, Hurwitz & Fine, P.C.; Kevin Gulvin, Gardiner & Theobald; Ellen Grant, Deputy Mayor, City of Buffalo; Laurie Hendrix, BUDC Administrative Coordinator; Lisa Hicks, Mayor's Office of Strategic Planning; Stephen Noone, Gardiner & Theobald; Antonio Parker, BUDC Project Manager; Michael Schmand, Buffalo Place, Inc.; and JJ Tighe, Ralph C. Wilson, Jr. Foundation.

Roll Call: The meeting was called to order at 12:03 p.m. A quorum of the Committee was present.

The meeting was held via Zoom in accordance with the provisions of Article 7 of the Public Officers Law, as amended effective January 14, 2022, which authorizes public bodies to conduct meetings and take such action authorized by law without permitting in public in-person access to meetings and to authorize such meetings to be held remotely by conference call or similar service, provided that the public has the ability to view or listen to such proceeding and that such meetings are recorded and later transcribed.

- 1.0 Approval of Minutes of the December 15, 2021 Meeting** – The minutes of the December 15, 2021 meeting of the Downtown Committee were presented. Ms. Minkel made a motion to approve the meeting minutes. The motion was seconded by Ms. Gallagher and unanimously carried (5-0-0).
- 2.0 Ralph C. Wilson, Jr. Centennial Park – Project Update Presentation by Gardiner & Theobald** – Ms. Gandour introduced representatives from Gardiner & Theobald to present the Ralph C. Wilson, Jr. Foundation Centennial Park project update. Ms. Cordero provided an overview of the project's milestones to date, noting that 50% of Construction Documents were completed as of December 2021. Ms. Cordero then detailed the request for qualifications (RFQ) and request for proposals (RFP) process to be conducted by the City of Buffalo to contract with a construction manager

for the construction phase of the project. A draft RFQ has been prepared and is being reviewed by the City, with a targeted release date of February 1st. Respondents will have three weeks to submit responses. Three finalists will be selected with Common Council approval to advance to the RFP process, which is anticipated to begin in early April. Following submission of full cost estimates and phasing approaches, leveling and interviews, Common Council review and approval is anticipated to take place in June. Ms. Cordero also provided an overview of the planned construction work to take place in 2022, which includes the pedestrian bridge and bridge landing, sledding hill and 4th Street park, and inlet work.

- 3.0 **Buffalo's Race for Place – General Update** – Ms. Merriweather presented an update regarding Buffalo's Race for Place. Interviews are being conducted for the transportation demand management RFP. Proposals are being evaluated to select a design team in connection with the flexible smart corridors initiative. Ms. Merriweather also reported that BUDC anticipates a response from General Motors and the Project for Public Spaces on a grant application submitted for funding to further the Ellicott Street Placemaking Strategy. The quarterly waterfront coordination meeting was held last week with waterfront stakeholders.
- 4.0 **BBRP Loan Program – General Update** – Ms. Merriweather presented an update regarding the BBRP loan program. The Loan Committee meeting originally scheduled for late December will be rescheduled to discuss proposed modifications to the loan program. These modifications include extending the loan term and increasing the maximum loan amount.
- 5.0 **Queen City Pop-Up – General Update** – Ms. Merriweather reported on the completion of exit interviews with participants in the holiday session of the Queen City Pop-Up program. Work will begin soon on planning the spring and summer sessions, which will be coordinated by Mr. Parker.
- 6.0 **Partner Updates** – Mr. Schmand reported on recent Buffalo Place snow removal efforts. Buffalo Place is seeking additional funding through the Better Buffalo Fund. Rotary Rink at Fountain Plaza is open for the winter season.
- 7.0 **Adjournment** – There being no further business to come before the Downtown Committee, upon motion made by Ms. Gallagher and seconded by Ms. Minkel, the January 19, 2022 meeting of the Downtown Committee was adjourned at 12:22 p.m.

Respectfully submitted,

Kevin J. Zanner
Secretary

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Item 3

MEMORANDUM

TO: BUDC Downtown Committee

FROM: Antonio Parker, Project Manager

SUBJECT: Ralph C. Wilson, Jr. Centennial Park – Ralph C. Wilson, Jr. Foundation Grant Agreement #5

DATE: February 16, 2022

The BUDC Board of Directors previously authorized BUDC to accept grant funding from the Ralph C. Wilson, Jr. Foundation (the “Foundation”) for the redevelopment of the Ralph C. Wilson, Jr. Centennial Park (“Centennial Park”). In late October 2021, BUDC submitted a grant proposal to the Foundation for initial funding of the core park construction commitment for Centennial Park. This proposal was BUDC’s first request for construction funding that the Foundation had previously committed to Centennial Park construction in 2018 through a partnership between the Foundation and the City of Buffalo. On February 3, 2022, the Foundation notified BUDC that a grant award in the amount of \$6,906,050 was approved.

This three-year grant award (2022-2024) will be used towards Phase 1 core park construction at Centennial Park, beginning with the construction of the following:

- Pedestrian bridge landing connections in both Centennial Park and 4th Street Park;
- Park roadway work at the main arterial road running through the park;
- Site work (48’ water main connection and new electrical services).

This \$6,906,050 grant is the final component of the Phase 1 Centennial Park construction budget (\$24.4M budget) that also consists of funding from the following sources:

\$7,500,000 - Dormitory Authority of the State of New York (Pedestrian Bridge)
\$3,000,000 – City of Buffalo Bond (Pedestrian Bridge)

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\$5,000,000 – Ralph C. Wilson, Jr. Foundation Match (Pedestrian Bridge)
\$1,000,000 – Edith Wilson and Linda Bogdan Memorial Garden
\$1,000,000 – Community Development Block Grant – 4th Street Park sidewalks and lighting (requested)

The grant is contingent on the successful completion of the Request for Qualifications (RFQ) and Request for Proposals (RFP) processes and the City entering into a contract with the construction manager at risk for Centennial Park, which the City of Buffalo and the Project Team (including BUDC and RCWJRF) will oversee. This contingency allows BUDC to execute the grant agreement and will allow for the first installment of funds to be released by the Foundation upon the completion of the RFQ process, which commenced on February 4, 2022 when the City released the formal RFQ.

ACTION:

I am requesting that the BUDC Downtown Committee recommend that the BUDC Board of Directors accept the \$6,906,050.00 grant award from the Ralph C. Wilson, Jr. Foundation for Phase 1 core park construction.

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Item 4

MEMORANDUM

TO: BUDC Downtown Committee

FROM: Antonio Parker, Project Manager

SUBJECT: Ralph C. Wilson, Jr. Centennial Park – SJB Contract Amendment for Additional Environmental Consulting Services

DATE: February 16, 2022

At the May 26, 2020 meeting, the BUDC approved an agreement between BUDC and SJB Services, Inc. (“SJB”) for Centennial Park due diligence services (the “SJB Agreement”). The SJB Agreement was subsequently amended for additional due diligence services, which was approved at the Board’s August 31, 2021 meeting.

BUDC’s Project Manager, Gardiner & Theobald (G&T), has identified a need for additional environmental consulting services for Ralph C. Wilson, Jr. Centennial Park (“Centennial Park”). The additional scope will support fill sourcing and placement on site as well as the associated regulatory coordination with NYSDEC. Because the amount of fill sites and test result packages to be evaluated can change, G&T has developed an allowance not to exceed \$40,000 for these needed services.

The scope of work includes:

- Assisting the City of Buffalo with selecting fill material suitable for the Centennial Park project in conformance with City and NYSDEC requirements;
- Providing technical and regulatory input to help select appropriate site use classification of fill materials based on proposed site use;
- Obtaining fill samples to submit for laboratory testing, and reviewing laboratory results;
- Evaluating suppliers’ documentation and lab reports for compliance with DER-10;
- Visiting each source to identify suitable material limits, including coordinating with the source contractor.

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Rebecca Gandour, Executive Vice President • Mollie Profic, Treasurer • Atiqa Abidi, Assistant Treasurer • Kevin J. Zanner, Secretary

G&T has coordinated the receipt and review of the SJB proposal and cost estimates. A recommendation memo from G&T is attached. The cost of the work will be covered through a previously awarded grant from the Ralph C. Wilson, Jr. Foundation.

This item is being presented for recommendation as a “single source” procurement pursuant to BUDC’s procurement policy. The single source exception to seeking competitive proposals applies to “a situation where, even though two or more vendors are available to supply the required goods or services, BUDC determines that: (i) one particular vendor has unique knowledge or expertise with respect to the required goods, services or project, rendering the use of the competitive procedures impractical; and (ii) considering the benefits, the cost to BUDC is reasonable. SJB possesses unique knowledge and expertise regarding the Centennial Park project and the project site through its role and involvement with providing due diligence services since July 2020. The benefit to BUDC is that SJB can seamlessly continue providing its services and complete the additional and necessary environmental scope of work without significant onboarding or start-up costs.

ACTION:

I am requesting that the BUDC Downtown Committee recommend that the BUDC Board of Directors approve an amendment to the SJB Agreement in the amount of \$40,000.00 for the additional environmental scope of work described above for the Centennial Park project, the cost of which will be paid through a previously awarded grant from the Ralph C. Wilson, Jr. Foundation.



Rebecca Gandour
Executive Vice President
Buffalo Urban Development Corporation
95 Perry Street, Suite 404
Buffalo, NY 14203-3030

Job # 892070
Sent - via e-mail
February 10, 2022

Re: SJB / Empire Environmental Consulting, Proposal Recommendation to BUDC

Dear Rebecca,

Please see attached the SJB proposal for environmental consulting services for the Ralph C Wilson Jr Centennial Park project. This scope was previously covered by SJB who was a subconsultant to Wendel (under the Wendel amendment #2 to BUDC's base contract dated June 2019).

The G&T recommendation to BUDC (associated to amendment #2 as referenced above) included this explanation;

G&T has identified a need for additional environmental scope since MVVA's team does not include an environmental consultant. We currently anticipate this scope will be needed to support fill sourcing and placement on site as well as the associated regulatory coordination with NYSDEC. Because the amount of fill sites and test result packages to be evaluated can change, we have developed an allowance (NTE) for this scope.

Because the referenced Wendel contract has since been closed out, we need to establish a direct contract with SJB to continue these environmental services on an as-needed basis. The direct contract will eliminate the need to pay Wendel management fees and will allow the Centennial Park Team to evaluate fill from sites who can potentially donate the material to the project.

Due to the contract extension nature of this scope, we believe SJB to be an appropriate single source selection.

All allowances within the SJB proposal are meant to be 'not to exceed' (NTE) amounts. This proposal is based upon a sample source of \$5,000 CY of Fill so that rates could be established, it is anticipated that actual volumes of fill could be much higher. All work billed for on an hourly or T&M basis will be reviewed by G&T. Scope, timesheets and back-up will be verified prior to invoice approval.

To fund this scope of work we are proposing to move \$40,000 from already committed funds under the Contract already awarded and funded to Schlaich Bergermann Partners (SBP) for Design work at the new Pedestrian Bridge. This Fill material is intended to be used in the areas that lead up to this Bridge. Funds that are not utilized for that Bridge can be re-allocated and SBP have already indicated their approval to this Contract adjustment.

Attachments;

- SJB Proposal

Yours Sincerely,



Kevin Gulvin
Director, Cost Management
Gardiner & Theobald, Inc.



Contract Drilling and Testing

February 3, 2022
Proposal No. PBEV-22-003

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Rebecca Gandour
Buffalo Urban Development Corporation
95 Perry St #404,
Buffalo, NY 14203

c/o: Cristina Cordero
Gardiner & Theobald, Inc.
212.661.6624
c.cordero@gardinerusa.com

Reference:
Proposal for Environmental Compliance Services
For Qualification of Imported Fill Sources
RCWJCP Project
Buffalo, New York

Dear Ms. Gandour,

SJB Services, Inc. (SJB) is pleased to provide our proposal to provide environmental compliance services as need to qualify imported fill materials from multiple sources for use at the RCWJCP project in Buffalo, New York. Our proposal is based on a review of your RFP of February 3, 2022 and recent discussions and email correspondence.

Background

As you know, the SJB/Empire Geotechnical Engineering Services team are the Geotechnical Engineer of Record for the RCWJCP project and are very familiar with the specific physical requirements for the required fill.

SJB understands that fill materials from multiple offsite sources will be obtained during construction of the RCWJCP project at the LaSalle Park site in Buffalo, New York. New York State Department of Environmental Conservation (NYSDEC) regulations include sampling and laboratory analysis of proposed fill sources to qualify them for importation to the work site. These regulations, specified in NYSDEC DER-10 / Technical Guidance for Site Investigation and Remediation, include testing frequency, laboratory parameters, and concentration limits ("allowable constituent levels") for various site uses.

Therefore the purpose of this proposal is to provide the necessary services for compliant, environmental qualification of potential offsite fill sources for the RCWJCP project.

References

Applicable sections from DER-10 are attached for reference:

- Appendix 5, Allowable Constituent Levels for Imported Fill or Soil - Subdivision 5.4(e)
- Table 5.4(e) 10 – Recommended Number of Soil Samples for Soil Imported To or Exported From a Site

Scope of Work

SJB understands that the scope of work will include the following items:

- 1.) Assist the City of Buffalo with determining the appropriate classification of fill materials suitable (environmentally) for the RCWJCP project in conformance with City and NYSDEC requirements.

Discussion

SJB will provide technical and regulatory input to help select the appropriate site use classification of fill materials, based on proposed site use.

- 2.) Lab Analysis Options for each source:
 - a. Review of supplier's documentation and laboratory test data, etc., or if not available
 - b. Obtain fill samples, submit to laboratory for testing, and review results

Discussion

When available, SJB will evaluate supplier's documentation and lab data for compliance with DER-10 requirements. Detected concentrations of specific constituents will be compared to allowable levels to determine if the fill material is environmentally suitable for use at the RCWJCP project.

When laboratory data is not available from the supplier, SJB will send an Environmental Technician to the fill source location to collect samples for laboratory analysis. Sample collection and laboratory testing will be completed in accordance with DER-10 requirements (see attachments for details).

We are assuming that excavation for subsurface sample collection at the source location will be provided by others, such as the onsite contractor. If desired, SJB can provide this service, with pricing established at the appropriate time.

Our pricing for laboratory analysis of fill samples includes a turnaround time for results of 10 business days after samples are received at the laboratory. Shorter turnaround times can be negotiated, if desired.

SJB will prepare a brief letter report summarizing the results of each fill source evaluation event. We note that more than one evaluation event may be necessary for a single fill source, depending on changing project requirements, etc.

3.) Visit each source to identify suitable material limits including coordination with source contractor.

Discussion

As indicated in Item 2 above, we are assuming that excavation for subsurface observations at the source location will be provided by others, such as the onsite contractor. If desired, SJB can provide this service, with pricing established at the appropriate time.

SJB assumes that this site visit is only necessary when the supplier collected samples and provided lab data.

SJB will prepare a brief letter report summarizing the results of each fill source site visit.

Fees

Our fees for these services are presented on the attached table. To establish a representative budget, we have totaled the estimated costs for qualifying 5,000 cubic yards of fill material from a single source location.

Authorization

The project pricing provided below is based on the discussion provided in the preceding paragraphs. As indicated above, the environmental laboratory turnaround time is 10 business days from the date of sample receipt at the laboratory (normal turnaround time). The attached pricing includes labor hour estimates for various tasks. Project invoices will be based on actual quantities accrued. To authorize our proposed services, please sign in the space below and return to our office.

Closing

Thank you for considering SJB Services, Inc. for your project. We look forward to working with you. If you have any questions or need anything further, please contact our office at any time.

Sincerely,
SJB SERVICES, INC.



Garrett Lavelle
Environmental Project Manager



Stanley J. Blas
President

PROPOSAL ACCEPTED BY:

DATE ACCEPTED:

SJB SERVICES, INC.
PRICING FOR ENVIRONMENTAL QUALIFICATION OF POTENTIAL FILL SOURCES
RCWJCP PROJECT, BUFFALO, NEW YORK

(Budget Estimate is Based on Qualifying 5,000 Cubic Yards of Fill Material)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT RATE	ESTIMATED COST
1	Assist the City of Buffalo with Environmental Classification of Fill Material Suitable for the RCWJCP Project (Required Once at Start of Project) Senior Environmental Geologist	8 Hours	\$80.00 Per Hour	\$640.00
2	Evaluate Lab Data for One Potential Fill Source, including a Brief Letter Report: Up to 5,000 Cubic Yards Senior Environmental Geologist	8 hours Per Evaluation Event	\$80.00 Per Hour	\$640.00 Per Evaluation Event
3	Visit Site and Obtain Samples as Required to Qualify 5,000 Cubic Yards and Submit for Laboratory Analysis Environmental Technician	8 hours Per Sampling Event	\$60.00 Per Hour	\$480.00 Per Sampling Event
4	Laboratory Analysis Per NYSDEC DER-10 Appendix 5 Requirements for 5,000 Cubic Yards Discrete Samples for VOCs only	15 Samples	\$160.00 Per Sample	\$2,400.00
5	Laboratory Analysis Per NYSDEC DER-10 Appendix 5 Requirements for 5,000 Cubic Yards Composite Samples for Testing Other than VOCs	6 Samples	\$1,300.00 Per Sample	\$7,800.00
	TOTAL COST TO QUALIFY 5,000 CUBIC YARDS FROM A SINGLE SOURCE – ITEMS 2-5			\$11,960.00

ADDITIONAL ITEMS, AS NECESSARY

A-1	<p>If Lab Data is Provided by the Fill Supplier, Visit One Potential Fill Source Location to Identify Suitable Material Limits, including a Brief Letter Report: Up to Maximum of 5,000 Cubic Yards</p> <p>Senior Environmental Geologist</p>	20 Hours Per Source Location	\$80.00 Per Hour	\$1,600.00 Per Source Location
A-2	<p>Additional Project Support Senior Environmental Geologist</p>	Unknown	\$80.00 Per Hour	Unknown
A-3	<p>Additional Project Support Environmental Technician</p>	Unknown	\$60.00 Per Hour	Unknown

Table 5.4(e)10			
Recommended Number of Soil Samples for Soil Imported To or Exported From a Site			
Contaminant	VOCs	SVOCs, Inorganics & PCBs/Pesticides	
Soil Quantity (cubic yards)	Discrete Samples	Composite	Discrete Samples/Composite
0-50	1	1	3-5 discrete samples from different locations in the fill being provided will comprise a composite sample for analysis
50-100	2	1	
100-200	3	1	
200-300	4	1	
300-400	4	2	
400-500	5	2	
500-800	6	2	
800-1000	7	2	
➤ 1000	Add an additional 2 VOC and 1 composite for each additional 1000 Cubic yards or consult with DER		

(f) Compliance for soil exported from a site for reuse. For soil that is being exported from a site to locations other than permitted disposal facilities, the handling requirements are set forth in this subdivision and in paragraph 5.4(e)4.

1. Levels of contamination must not exceed the lower of the groundwater and residential use levels as shown in Appendix 5, absent a beneficial use determination issued by DEC. DER will coordinate with the Division of Solid & Hazardous Materials (DSHM), prior to the start of the remedial action, relative to whether the exported soil can be used beneficially in accordance with 6 NYCRR 360-1. The sampling and analysis requirements are set forth in paragraph 5.4(e)10.

2. The number of required samples are specified in Table 5.4(e)10 and paragraph (e)10 above, which may be modified by the DER project manager based on various factors, including the location of the site receiving the soil.

(g) Compliance for the decommissioning of monitoring wells. All monitoring wells not required for site management should be decommissioned in accordance with paragraph (d)6 above prior to DER approval of the FER.

5.5 Underground Storage Tank Closure

(a) The first step for underground storage tank (UST) closure is the identification, removal, treatment, containment and/or stabilization of the contents to prevent contaminant exposure to receptors and to prevent further movement of contaminants through any pathway as set forth herein.

1. A health and safety plan for the site is developed, as described in section 1.9, by a qualified individual in accordance with subparagraph 1.5(a)3.i.

2. Underground tank closures not performed in accordance with this section will require a certification of the closure report by a professional engineer, as described in section 1.5.

Appendix 5
Allowable Constituent Levels for Imported Fill or Soil
Subdivision 5.4(e)

Source: This table is derived from soil cleanup objective (SCO) tables in 6 NYCRR 375. Table 375-6.8(a) is the source for unrestricted use and Table 375-6.8(b) is the source for restricted use.

Note: For constituents not included in this table, refer to the contaminant for supplemental soil cleanup objectives (SSCOs) in the Commissioner Policy on *Soil Cleanup Guidance*. If an SSCO is not provided for a constituent, contact the DER PM to determine a site-specific level.

Constituent	Unrestricted Use	Residential Use	Restricted Residential Use	Commercial or Industrial Use	If Ecological Resources are Present
Metals					
Arsenic	13	16	16	16	13
Barium	350	350	400	400	433
Beryllium	7.2	14	47	47	10
Cadmium	2.5	2.5	4.3	7.5	4
Chromium, Hexavalent ¹	1 ³	19	19	19	1 ³
Chromium, Trivalent ¹	30	36	180	1500	41
Copper	50	270	270	270	50
Cyanide	27	27	27	27	NS
Lead	63	400	400	450	63
Manganese	1600	2000	2000	2000	1600
Mercury (total)	0.18	0.73	0.73	0.73	0.18
Nickel	30	130	130	130	30
Selenium	3.9	4	4	4	3.9
Silver	2	8.3	8.3	8.3	2
Zinc	109	2200	2480	2480	109
PCBs/Pesticides					
2,4,5-TP Acid (Silvex)	3.8	3.8	3.8	3.8	NS
4,4'-DDE	0.0033 ³	1.8	8.9	17	0.0033 ³
4,4'-DDT	0.0033 ³	1.7	7.9	47	0.0033 ³
4,4'-DDD	0.0033 ³	2.6	13	14	0.0033 ³
Aldrin	0.005	0.019	0.097	0.19	0.14
Alpha-BHC	0.02	0.02	0.02	0.02	0.04 ⁴
Beta-BHC	0.036	0.072	0.09	0.09	0.6
Chlordane (alpha)	0.094	0.91	2.9	2.9	1.3
Delta-BHC	0.04	0.25	0.25	0.25	0.04 ⁴
Dibenzofuran	7	14	59	210	NS
Dieldrin	0.005	0.039	0.1	0.1	0.006
Endosulfan I	2.4 ²	4.8	24	102	NS
Endosulfan II	2.4 ²	4.8	24	102	NS
Endosulfan sulfate	2.4 ²	4.8	24	200	NS
Endrin	0.014	0.06	0.06	0.06	0.014
Heptachlor	0.042	0.38	0.38	0.38	0.14
Lindane	0.1	0.1	0.1	0.1	6
Polychlorinated biphenyls	0.1	1	1	1	1

Constituent	Unrestricted Use	Residential Use	Restricted Residential Use	Commercial or Industrial Use	If Ecological Resources are Present
Semi-volatile Organic Compounds					
Acenaphthene	20	98	98	98	20
Acenaphthylene	100	100	100	107	NS
Anthracene	100	100	100	500	NS
Benzo(a)anthracene	1	1	1	1	NS
Benzo(a)pyrene	1	1	1	1	2.6
Benzo(b)fluoranthene	1	1	1	1.7	NS
Benzo(g,h,i)perylene	100	100	100	500	NS
Benzo(k)fluoranthene	0.8	1	1.7	1.7	NS
Chrysene	1	1	1	1	NS
Dibenz(a,h)anthracene	0.33 ³	0.33 ³	0.33 ³	0.56	NS
Fluoranthene	100	100	100	500	NS
Fluorene	30	100	100	386	30
Indeno(1,2,3-cd)pyrene	0.5	0.5	0.5	5.6	NS
m-Cresol(s)	0.33 ³	0.33 ³	0.33 ³	0.33 ³	NS
Naphthalene	12	12	12	12	NS
o-Cresol(s)	0.33 ³	0.33 ³	0.33 ³	0.33 ³	NS
p-Cresol(s)	0.33	0.33	0.33	0.33	NS
Pentachlorophenol	0.8 ³	0.8 ³	0.8 ³	0.8 ³	0.8 ³
Phenanthrene	100	100	100	500	NS
Phenol	0.33 ³	0.33 ³	0.33 ³	0.33 ³	30
Pyrene	100	100	100	500	NS
Volatile Organic Compounds					
1,1,1-Trichloroethane	0.68	0.68	0.68	0.68	NS
1,1-Dichloroethane	0.27	0.27	0.27	0.27	NS
1,1-Dichloroethene	0.33	0.33	0.33	0.33	NS
1,2-Dichlorobenzene	1.1	1.1	1.1	1.1	NS
1,2-Dichloroethane	0.02	0.02	0.02	0.02	10
1,2-Dichloroethene(cis)	0.25	0.25	0.25	0.25	NS
1,2-Dichloroethene(trans)	0.19	0.19	0.19	0.19	NS
1,3-Dichlorobenzene	2.4	2.4	2.4	2.4	NS
1,4-Dichlorobenzene	1.8	1.8	1.8	1.8	20
1,4-Dioxane	0.1 ³	0.1 ³	0.1 ³	0.1 ³	0.1
Acetone	0.05	0.05	0.05	0.05	2.2
Benzene	0.06	0.06	0.06	0.06	70
Butylbenzene	12	12	12	12	NS
Carbon tetrachloride	0.76	0.76	0.76	0.76	NS
Chlorobenzene	1.1	1.1	1.1	1.1	40
Chloroform	0.37	0.37	0.37	0.37	12
Ethylbenzene	1	1	1	1	NS
Hexachlorobenzene	0.33 ³	0.33 ³	1.2	3.2	NS
Methyl ethyl ketone	0.12	0.12	0.12	0.12	100
Methyl tert-butyl ether	0.93	0.93	0.93	0.93	NS
Methylene chloride	0.05	0.05	0.05	0.05	12

Volatile Organic Compounds (continued)					
Propylbenzene-n	3.9	3.9	3.9	3.9	NS
Sec-Butylbenzene	11	11	11	11	NS
Tert-Butylbenzene	5.9	5.9	5.9	5.9	NS
Tetrachloroethene	1.3	1.3	1.3	1.3	2
Toluene	0.7	0.7	0.7	0.7	36
Trichloroethene	0.47	0.47	0.47	0.47	2
Trimethylbenzene-1,2,4	3.6	3.6	3.6	3.6	NS
Trimethylbenzene-1,3,5	8.4	8.4	8.4	8.4	NS
Vinyl chloride	0.02	0.02	0.02	0.02	NS
Xylene (mixed)	0.26	1.6	1.6	1.6	0.26

All concentrations are in parts per million (ppm)

NS = Not Specified

Footnotes:

¹ The SCO for Hexavalent or Trivalent Chromium is considered to be met if the analysis for the total species of this contaminant is below the specific SCO for Hexavalent Chromium.

² The SCO is the sum of endosulfan I, endosulfan II and endosulfan sulfate.

³ For constituents where the calculated SCO was lower than the contract required quantitation limit (CRQL), the CRQL is used as the Track 1 SCO value.

⁴ This SCO is derived from data on mixed isomers of BHC.



SJB SERVICES, INC. GENERAL CONDITIONS

Section 1: SERVICES

SJB SERVICES, INC. (SJB), with the corporate office at 5167 South Park Ave., Hamburg, NY 14075 shall provide to the client only those services as described in the Scope of Services of this contract. Additional services may be provided if acceptable to SJB and are subject to negotiation of additional fees for service.

Section 2: RIGHT OF ENTRY

The client will provide for right of entry of the employees, agents or subcontractors of SJB and all necessary equipment, in order to perform and complete the work, which is the subject of this agreement.

While SJB will take all reasonable precautions to minimize any damage to the property, the client understands and agrees that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

Section 3: UTILITIES

The client will provide to SJB documentation setting forth the location and depth of all underground utilities or structures.

In the prosecution of its work, SJB will take all reasonable precautions to avoid damage or injury to underground structures or utilities.

The client agrees to hold harmless, indemnify and defend SJB from any and all loss, cost, expense claim, damage or liability resulting from subsurface conditions which are unforeseen, not called to SJB's attention or correctly shown on the plans furnished by or on behalf of the owner.

Section 4: SAMPLES

SJB will retain all soil and rock samples for 60 days after submission of test reports to the client. Further storage or transfer of samples will be made upon written request at the client's expense.

Section 5: INVOICES

SJB will submit invoices to the client monthly and a final bill upon completion of services. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at client's request.

Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. The client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, or the maximum rate allowed by law, on past due accounts.

Section 6: OWNERSHIP AND REUSE OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, and other documents prepared by SJB as instruments of service shall remain the property of SJB.

The client agrees that all reports and other work furnished to the client or its agents, which is not paid for, will be returned to SJB upon demand and will not be used by the client for any purpose whatsoever.

SJB will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the client at all reasonable times upon request and for the cost of reproduction.

The client and SJB agree that reuse of documents on extensions of the project or any other project by either party is prohibited without permission.

Section 7: DISPUTES

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall first be referred to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or a judicial forum.

The Owner and SJB agree to include the foregoing provision in any and all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants to likewise include said provision in any and all agreements with subcontractor; subconsultants, suppliers, or fabricators so retained.

Section 8: STANDARD CARE; WARRANTIES

SJB will strive to perform services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. SJB makes no warranty, expressed or implied.

In accepting reports of observations and tests and opinions expressed thereon performed pursuant to this agreement, the client agrees that the extent of SJB's obligation with respect thereto is limited to the furnishing of such data and opinions, which shall not be solely relied upon by others as acceptance of the construction work, nor shall it relieve the contractor in any way from his obligations and responsibilities under the construction contract to conduct the work in conformance with the plans and specifications.

In no event shall SJB be responsible for methods of construction, superintendence, sequencing or coordination of construction, or safety in, on or about the job site.

The client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by SJB and that the data, interpretations and recommendations of SJB are based solely on the information available to it. SJB will not be responsible for the interpretation by others of the information developed.

Section 9: LIMITATION OF LIABILITY

The owner agrees to limit SJB's liability to the owner and all construction contractors and subcontractors on the project arising from SJB's professional acts, errors or omissions. Such that the total aggregate liability of SJB to all those named shall not exceed \$50,000 or SJB's total fee for the services rendered on this project, whichever is greater. The owner further agrees to require or the contractor and his subcontractors an identical limitation of SJB's liability for damages suffered by the contractor or the subcontractor arising from SJB's professional acts, errors, or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others, which may arise on account of SJB's professional acts, errors or omissions.

Section 10: INSURANCE

Except as set forth below, SJB states that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that SJB has such coverage under public liability, professional liability, and property damage insurance policies which SJB deems to be adequate. Certificates for all such policies of insurance shall be provided to the client upon written request. Within the limits and conditions of such insurance, SJB agrees to indemnify and save client harmless from and against any loss, damage, or liability arising from any negligent acts by SJB, its agents, staff, and consultants employed by it. SJB shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. SJB shall not be responsible for any loss, damage, or liability arising from any acts by client, its contractors, agents, staff, and other consultants employed by it.

Section 11: INFORMATION PROVIDED BY CLIENT

The client agrees to hold harmless, indemnify and defend SJB from any and all loss, cost expense, claim, damage or liability resulting from the inaccuracy of data or information provided by the client or others on his behalf.

Section 12: HAZARDOUS WASTES

The client shall advise SJB of any hazardous wastes existing at or near the site at which SJB is to perform work. If SJB discovers hazardous wastes after it undertakes a project, or if SJB discovered the nature or extent of hazardous wastes differs materially from what client advised SJB, the client and SJB agree that the scope of services and schedule shall be adjusted as needed to complete the work without injury or damage. The project will be completed for an additional sum agreed to by both parties.

Section 13: TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, SJB shall be paid for services performed to the termination notice date plus reasonable termination expenses.

Section 14: ASSIGNS

Neither the client nor SJB may delegate, assign, sublet or transfer its duties or interest in this agreement without the written consent of the other party. Any assignee, successor or legal representative of any of the parties to this agreement shall be bound by the terms of this agreement.