



TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

LEONARD R. LEPORE
Director, Township Engineer

July 14, 2015

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: engineering@westorange.org

Mayor and Township Council
Municipal Building
66 Main Street
West Orange, New Jersey 07052

RE: **SITE REMEDIATION SERVICES**
LICENSED SITE REMEDIATION PROFESSIONAL
MANAL BABA, T & M ASSOCIATES
6 – 8 LINDSLEY AVENUE, 280 PLEASANT VALLEY WAY
CHANGE ORDER NO. 2

Mayor Parisi, Council President Guarino, Ladies and Gentlemen:

Early last year the professional engineering and environmental services of Manal Baba, a Licensed Site Remediation Professional, and T & M Associates were obtained to begin site remediation at the Old Public Works Garage at 6-8 Lindsley Avenue and Fire House No. 4 at 280 Pleasant Valley Way. Both sites had underground storage tanks for gasoline, diesel fuel and heating oil that leaked. The services performed at both sites consisted of in place bio remediation and monitoring well gauging and sampling over the past year. At the old DPW Garage vacuum extraction of contaminated ground water from two monitoring wells and post remediation soil sampling were also performed over the past year. Now additional monitoring well gauging and sampling must be performed at both sites over the next year. The results of the sampling are then analyzed and reports for each site prepared.

Attached please find two proposals from T & M Associates prepared by Manal Baba, LSRP and Timothy C. Kinsella, CPG dated June 15, 2015. Both proposals are to provide Post Remedial Action Ground Water Sampling, Monitoring Well Gauging and Sampling and Reporting and LSRP Management for each site over the next year. For the Old DPW Garage site at 6-8 Lindsley Avenue the fee is \$46,500.00 and for Fire House No. 4 at 280 Pleasant Valley Way the fee is \$40,800.00. The former has more wells to be gauged and sampled which explains the higher cost. Also attached to the end of each proposal is a cost comparison of fees solicited by T & M Associates from several subcontractors for well sampling and laboratory analysis. Since this work is a continuation of their existing work, I have identified this work as a Change Order.

I recommend the Township obtain the professional environmental services of T & M Associates and Manal Baba, LSRP to provide continued site remediation services at the Old Public Works Garage at 6-8 Lindsley Avenue and Fire House No. 4 at 280 Pleasant Valley Way in accordance with their proposals dated June 15, 2015 for a total fee not to exceed \$87,300.00. A Resolution awarding these as Change Order No. 2 is attached.

If you have any questions, please contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "L. R. Lepore", written over a horizontal line.

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp
enc.

cc: John K. Sayers
John Gross
Ken Kayser
Manal Baba, LSRP
Timothy C. Kinsella, CPG

file: award site remediation services



YOUR GOALS. OUR MISSION.

June 15, 2015

Leonard R. Lepore, PE, Municipal Engineer
Township of West Orange
Director, Department of Public Works, Engineering Division
25 Lakeside Avenue
West Orange, NJ 07052

**Re: Proposal for Professional Services
Fire House No. 4, 280 Pleasant Valley Way
Township of West Orange, Essex County, New Jersey
NJDEP Case # 93-6-29-1721-47 – PI # 025063
T&M Project No. TWOROH-15002**

Dear Mr. Lepore:

T&M Associates (T&M) is pleased to provide this proposal for Professional Environmental and Licensed Site Remediation Services for Fire House No. 4 at 280 Pleasant Valley Way (Site).

SCOPE OF SERVICES

Item 1: Post-Remedial Action Groundwater Sampling

Post-Remedial action groundwater samples will be collected and analyzed at selected monitoring wells at the Site to evaluate the effectiveness of the implemented treatment of in-situ bioremediation (Petrox® and EHC-0™ injection).

Two (2) groundwater sampling events (60 days and 120 days after treatment injections) will be conducted at the Site as detailed in the Permit by Rule approval. The existing monitoring wells MW-4, MW-5 and MW-11 will be used to monitor the effectiveness of the injection system. Field monitoring measurement during each event will consist of depth to groundwater, pH, dissolved oxygen (DO), oxidation reduction potential (ORP), temperature, specific conductance, and turbidity.

Groundwater samples will be collected from existing monitoring wells MW-4, MW-5 and MW-11 approximately 60 days and 120 days following the Petrox® and EHC-0™ injection. The samples will be analyzed for volatile organic compounds (VOCs).

Item 2: Monitoring Well Gauging & Sampling (Semi-annual – Two Rounds – 1 Year)

Perform semi-annual groundwater sampling for one (1) year at the Site. Collect samples from the existing monitoring wells (MW-1R through MW-10). Groundwater samples will be obtained using "low flow" procedures in accordance with the NJDEP Field Sampling Procedures Manual (August 2005). Groundwater samples will be analyzed for TCL VO+15, TBA, ABN+20 and lead. A QA/QC plan consisting of field and trip blank samples will be incorporated into the sampling program. Purged groundwater will be containerized in drums and disposed offsite at an approved disposal facility.



All sampling and monitoring will be performed according to the methodology specified in the most current edition of the Department's Field Sampling Procedures Manual. All samples are to be analyzed by a New Jersey Certified Laboratory except those field-determined parameters specified in the monitoring program established pursuant to the oversight document.

Item 3: Reporting and LSRP Management

A Remedial Action Monitoring Report detailing the remedial action implementation and compliance monitoring/sampling results will be prepared and submitted to the NJDEP. Report ground water sampling results for the individual contaminants and any others that exceed standards.

All information, sampling results and the QA/QC package specified at N.J.A.C. 7:26E-2.1 (a) 15, will be submitted to the Bureau of Case Assignment & Initial Notice entitled "DGW Permit-by-Rule Monitoring Report" within 60 days of conclusion of the monitoring program. In addition, all monitoring results obtained under the permit-by rule will also be submitted with the Remedial Action Report (RAR), N.J.A.C. 7:26E-5.7. In addition, The Department contact for the Permit-by-Rule Authorization and electronic copies of the tabulated sampling results included in the "DGW Permit-by-Rule Monitoring Report" will be e-mailed to David Morrow at DavidMorrow@dep.nj.gov at the same time each hardcopy monitoring report is submitted to the Bureau of Case Assignment & Initial Notice.

FEE PROPOSAL

DESCRIPTION	FEE
ITEM 1: Post-Remedial Action Groundwater Sampling	\$ 6,650.00
ITEM 2: Monitoring Well Gauging & Sampling (Two Sampling Events)	\$21,500.00
ITEM 3: Management and Reporting	<u>\$12,650.00</u>
Total	\$40,800.00

The total Fixed Fee allowance proposed and outlined above is **\$40,800.00**. Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the Standard Terms and Conditions attached to this proposal unless prior written arrangements have been made with T&M. Billing will be submitted on a percent complete basis.

CLOSING

Any item listed above which is not ordered will not be billed. Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

The terms and conditions of this proposal are subject to the attached T&M Associates (T&M) Standard Terms and Conditions.



This proposal is submitted solely and exclusively for the use of Woodbridge Township for consideration of the professional services of T&M. Disclosure of this proposal's content to any third party without prior written authorization from T&M is expressly prohibited.

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal.

Please indicate your acceptance of this proposal by signing in the space provided on the last page of this proposal and returning one (1) copy to this office. Alternatively, a resolution and purchase order issued by the Township of Woodbridge will also indicate acceptance of this proposal. Acceptance of this proposal signifies the Client understands that T&M will not be retained or asked to perform any services unless funding is secured and is available to pay all invoices within thirty (30) days. Receipt of the signed proposal, resolution or purchase order shall be considered authorization to proceed with all items described within this proposal. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned proposal.

We thank you for the opportunity to submit this proposal. Please feel free to contact me directly with any questions or comments regarding the scope, sequence or fees as indicated at 732.671.6400, or via email to tkinsella@tandmassociates.com or mbaba@tandmassociates.com.

Very truly yours,

T&M ASSOCIATES

Timothy C. Kinsella, CPG
Vice President/Group Manager

Manal Baba, LSRP
Supervising Environmental Scientist

ACCEPTED BY:

NAME:

Signature

Print Name

TITLE:

COMPANY:

Township of West Orange

DATE:

The above signed represents that they have read and understand the attached Standard Terms and Conditions and have the authority to enter into this agreement on behalf of the client named above. The above signed also acknowledges that this contract includes a Limitation of Liability Clause as part of the Standard Terms and Conditions.

SCHEDULE OF MISCELLANEOUS CHARGES

Effective: January 1, 2015

Contracted Services

Including subconsultants, contracted labor,
subprofessionals, and subcontractors Invoice Cost + 15%

Direct Expenses

- Disbursements to agencies, vendors and suppliers

Including equipment; interstate transportation;
permit, application, review, and similar fees; printing,
plotting, reproduction, binding, and other graphic
services; outside computer services; title, research,
and data services; courier and express services;
project field office expenses; and out-of-state
telephone costs..... Invoice Cost

- Other Charges

Mileage Commensurate with IRS Guidelines
Travel and Subsistence Invoice Cost
Field Vehicles \$105/Day



T&M ASSOCIATES

LSRP STANDARD TERMS & CONDITIONS

(FOR LICENSED SITE REMEDIATION PROFESSIONAL SERVICES)

These Standard Terms & Conditions shall govern the performance of services pursuant to this Agreement.

As used herein, the term "Client" refers to the Client identified in T&M's Proposal/Scope of Services. The term "T&M" refers to T&M Associates. The term "Agreement" refers to this contract between T&M and the Client consisting of (1) the T&M Proposal/Scope of Services, and (2) these Standard Terms and Conditions. The "Project" is identified in T&M's Proposal/Scope of Services.

1. SCOPE OF SERVICES.

- a. Descriptions of the Services to be provided by T&M are set forth in the Proposal/Scope of Services. Services not set forth in the Scope of Services, or specifically itemized as Additional Services, are excluded from the scope of T&M's services and T&M assumes no responsibility to perform such additional services. If additional services become necessary during the course of the project, T&M can perform such additional services in accordance with a written agreement between the Client and T&M.
- b. T&M shall have no obligation to commence the Services as stipulated in this Agreement and/or any associated Work Authorization until both this Agreement and any applicable Work Authorization are fully executed and delivered to T&M.

2. COMPENSATION.

- a. **BILLING RATES.** Client shall compensate T&M at the billing rates identified in T&M's Proposal. Unless otherwise provided in the Proposal, compensation for services shall be based on T&M's Schedule of Hourly Billing Rates and Schedule of Miscellaneous Charges in effect at the time services are performed.
- b. **REIMBURSABLE EXPENSES.** Client shall pay T&M for reimbursable expenses according to the current Schedule of Miscellaneous Charges, including without limitation application fees, printing and reproduction, courier and express delivery service, bulk/special mailings, facsimile transmissions and other costs of acquiring materials specifically for Client and related charges.
- c. **INVOICES.** T&M shall submit invoices monthly and payment in full is due upon presentation. Services shall be billed at a minimum increment of 0.25 hour. If Client fails to make any payment due T&M for services and expenses within thirty (30) days after receipt of invoice, the amounts due T&M will accrue interest at the rate of 1.0% per month until paid in full.
- d. **SUSPENSION OF SERVICES.** Once a payment is PAST DUE the Client shall be deemed to be in breach of this Agreement and any other agreements between client and T&M. If a payment is PAST DUE, T&M may suspend performance of services of all services provided to client until T&M has been paid all amounts due and T&M shall have no liability whatsoever to the Client for any costs, delays or damages resulting from the suspension of services caused by the Client's breach of this Agreement and T&M's suspension of services.
- e. **TERMINATION.** Client or T&M may terminate this Agreement with ten (10) days prior written notice for convenience or cause. In the event of termination, T&M shall be paid for all services rendered and costs incurred up to the date of termination. Neither T&M nor Client will be liable in contract or tort or otherwise for any incidental, special, indirect or consequential damages, including commercial loss, delays, lost profits or revenues or opportunities resulting from any termination of this Agreement.
- f. **COLLECTION COSTS.** In the event legal action is necessary to enforce the payment provisions of this Agreement, T&M shall be entitled to recover from the Client the reasonable attorneys' fees, court costs and expenses incurred by T&M in connection therewith.

- g. **FEE DURATION & ANNUAL ADJUSTMENT.** The hourly rates charged for T&M employees are adjusted annually in January to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted practices consistent with T&M's procedures.
3. **STANDARD OF CARE.** The standard of care for all professional services performed or furnished by T&M under this Agreement will be the care and skill ordinarily used by members of T&M's profession practicing under similar circumstances at the same time and in the same locality and based on facts and information available at the time services are provided. T&M makes no warranties, expressed or implied in connection with T&M's services.
4. **GOVERNING LAW.** The laws of the State within which the Project is located will govern the validity of this Agreement, its interpretation and performance.
5. **OWNERSHIP AND USE OF DOCUMENTS.** All reports, plans, specifications, computer files, field data, notes and other files and documents prepared by T&M pursuant to this Agreement ("Documents") are instruments of T&M's professional services and T&M shall retain an ownership and property interest therein. Provided full payment for services rendered is made by the Client to T&M, T&M grants to the Client a license to use the Documents for the purpose of constructing, occupying and maintaining the Project. The Documents are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse or modification of the Documents without T&M's written approval shall be at Client's sole risk and without liability to T&M and Client agrees to indemnify, defend and hold harmless T&M from all claims, damages and expenses, including attorney's fees and costs, arising out of such reuse by Client or by others acting through Client.
6. **SITE CONDITIONS.** T&M shall not be liable for: (i) damage or injury to any subterranean structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subterranean conditions; or the consequences of such damage or injury, if (with respect to this clause) (i) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by T&M in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iv) unknown physical conditions below the surface of the ground that differ materially from those ordinarily encountered and are generally recognized as inherent in work of the character provided under this Agreement.

Client shall provide to T&M all plans, maps, drawing and other documents identifying the location of any soil conditions or known contaminants or subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, T&M shall obtain the concurrence of the Client as to the location for such drilling or excavation. Should: (i) concealed conditions be encountered in the performance of the Services; (ii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iii) unknown physical conditions below the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and/or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20) days after the first observance of the conditions.

The Parties agree that reports prepared by or on behalf of T&M pertaining to site conditions, including but not limited to environmental, geotechnical or geologic reports (hereinafter collectively "Site Condition Reports"), are prepared for the exclusive use of the Client and its authorized agents, and that no other party may rely on Site Condition Reports unless T&M agrees in advance to such reliance in writing. Site Condition Reports are not intended for use by others, and the information contained therein is not applicable to other sites, projects or for any purpose except the one originally contemplated in the Services. The Client acknowledges that the Site Condition Reports are based on conditions that exist at the time a study is performed and that the findings and conclusions of the Site Condition Reports may be affected by the passage of time, by manmade events such as construction on or adjacent to the site, or by natural events such as floods, earthquakes, slope instability or groundwater fluctuations, among others. The Parties agree that interpretations of subsurface conditions by T&M or its subcontractors may be based on limited field observations including, without limitation, from widely spaced sampling locations at the Site. The Client acknowledges that site exploration by T&M or its subcontractors will only identify subsurface conditions at those points where subsurface tests are conducted or samples are taken. The Parties agree that T&M or its subcontractors may review field and laboratory data and then apply professional judgment to render an opinion about subsurface conditions at the Site and that the actual subsurface conditions may differ, sometimes significantly, from those indicated by T&M or its subcontractors. The Client agrees that any report, conclusions or interpretations will not be construed as a warranty of the subsurface conditions by T&M or its subcontractors. The Parties further agree that no warranty or representation,

express or implied, is included or intended in any reports, conclusions, or interpretations prepared by or on behalf of T&M pertaining to site conditions.

7. **UNANTICIPATED CONDITIONS.** If during the performance of T&M's services, any unanticipated conditions are observed, which in T&M's judgment may affect the Scope of Services, T&M will notify the Client. Client agrees that the discovery of such unanticipated conditions constitutes a significant change in the Scope of Services. Based on T&M's evaluation of unanticipated conditions, T&M is authorized to take any of the following action: (a) Complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; or (b) Stop Work pending written agreement with the Client to modify the Scope of Services and Fees as required by the previously unanticipated conditions; or (c) Terminate the services effective on the date specified by T&M in writing. Client shall waive any claim against T&M and agrees to indemnify and defend and hold T&M harmless from any claim of liability for injury or loss arising from the encountering of unanticipated conditions.
8. **CONSEQUENTIAL DAMAGES.** In no event shall T&M be liable in contract or tort or otherwise for any incidental, special, indirect or consequential damages, including loss caused by delay, commercial loss, or lost profits or revenues or opportunities resulting from any service furnished by T&M under this Agreement.
9. **INSURANCE.** T&M shall maintain for the term of this
 - Worker's Compensation and Employer's Liability insurance, statutory limits.
 - Comprehensive General Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate.
 - Comprehensive Automobile Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate.
 - Professional Errors and Omissions insurance with a per claim limit of not less than \$3,000,000.
10. **INDEMNIFICATION.** T&M agrees, subject to the provisions contained herein, to indemnify Client, and Client's officers, directors and employees, from and against any losses, damages and judgments arising from claims by third parties but only to the extent they are found to be caused solely by T&M's negligent acts, errors or omissions in the performance of professional services under this Agreement. **This indemnification provision is subject to and limited by the provisions agreed to by Owner and Engineer in the "Limitations of Liability" section of these Standard Terms and Conditions.**

The Client agrees, subject to the provisions contained herein, to indemnify T&M, and T&M's officers, directors and employees, from and against any losses, damages and judgments caused by the Client's acts, errors or omissions and by any of Client's contractors, subcontractors or consultants or anyone for whom the Client is legally liable. T&M is not obligated to indemnify the Client for the Client's own negligence.
11. **LIMITATION OF LIABILITY.** Client and T&M agree that T&M's total liability for any and all losses, judgments, injuries, claims, expenses and damages arising out of, resulting from or in any way relating to T&M's services on this project, shall be limited to the total sum of \$50,000.00 or T&M's total fee for services rendered on this project, whichever is less. Client hereby releases T&M from any liability above such amount. The Client and T&M waive such claims and causes including, but are not limited to negligence, professional errors or omissions, direct or indirect damages, delays, consequential damages, lost profits, strict liability, breach of contract or breach of warranty. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination.
12. **CONSTRUCTION COST ESTIMATES.** The Client shall advise T&M in writing of any budgetary limitations for the overall cost of construction. T&M will endeavor to work within such limitations and will, if requested and included within the scope of services, submit to Client an opinion of probable construction cost. Opinions of probable construction cost will represent T&M's reasonable judgment as a design professional familiar with the construction industry, but does not represent or guarantee that bids or negotiated prices will not vary or exceed budgets or opinions of probable cost. Client acknowledges that neither T&M nor Client has control over the cost of labor, materials or methods by which contractors determine prices for construction.
13. **RESPONSIBILITY DURING CONSTRUCTION.** T&M's services during the construction phase are intended to provide Client a greater degree of confidence that the completed work of Contractor will conform in general to the approved plans and related documents. T&M will endeavor to observe the progress and quality of the executed work of contractor(s) and determine in general if such work is proceeding in accordance with the requirements of the Project. T&M shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such

work. T&M shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, T&M neither guarantees the performance of any Contractor nor assumes any responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents

14. **CONFIDENTIALITY.** T&M will not intentionally divulge information regarding the Project which Client designates as confidential, except to Client or parties designated by Client or in response to subpoena or other similar legal requirements. Information which is in the public domain or which is provided to T & M by third parties is not considered confidential. Client authorizes T&M to identify Client as a T&M client and use photographs or illustrations of the project and non-confidential information in any sales or marketing literature.
15. **INDEPENDENT CONTRACTOR.** Unless otherwise provided in our proposal, T&M is and shall be an independent contractor in the performance of services covered by the Agreement, maintaining complete control of its employees and operations and neither T&M nor anyone employed by T&M shall be the agent, representative, employee or servant of the Client in the performance of the services covered by this Agreement.
16. **ASSIGNMENT.** Neither T&M nor the Client shall assign or transfer their interest in the Agreement without the written consent of the other party. However, nothing contained in this paragraph shall prevent T&M from employing such consultants or subconsultants as T&M may deem appropriate. The covenants and agreements contained herein shall apply to and be binding upon the parties hereto and upon their respective assigns and successors.
17. **DISPUTE RESOLUTION.** Client and T&M agree that they shall submit any and all unsettled claims, counterclaims or other unresolved disputes between to non-binding mediation, where each party shall pay its own costs and fifty percent (50%) of the mediator's fees. This provision shall not apply to fee collection lawsuits.
18. **SEVERABILITY.** If any provision contained herein is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of the Agreement unenforceable.
19. **SURVIVAL.** The express representations, indemnification and limitations of liability contained in this Agreement will survive the completion of all services of T&M under this Agreement or the termination of this Agreement for any reason.
20. **ENTIRE AGREEMENT.** This Agreement (consisting of (1) Proposal/Scope of Services and (2) Standard Terms & Conditions) comprises the final and complete agreement between the Client and T&M. It supersedes all prior or contemporaneous communications or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and accepts the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and T&M. To the extent Client provides its own agreement and that agreement is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.

LSRP SPECIFIC TERMS & CONDITIONS

21. **LSRP Background.** The Site Remediation Reform Act (SRRA) requires that a Licensed Site Remediation Professional (LSRP) oversee new NJDEP Site contamination cases, as well as other environmental issues associated with environmental remediation and construction.
22. **Information Provided by Client.** Client shall provide to T&M all information known about the Property/Site as is reasonably known and available to the Client, either directly or indirectly, whether known by a representative of the Client or provided to the Client by a third party. Failure to provide such information to T&M relieves T&M of any liability.
23. **NJDEP Reporting Requirements.** Client acknowledges that, under certain circumstances, T&M is legally obligated to notify the NJDEP about conditions at the Property/Site as set forth in New Jersey laws, statutes or guidance and agrees not to hold T&M or the T&M employed LSRP or other T&M personnel liable for adhering to the reporting obligations and all other obligations mandated by New Jersey laws, statutes or guidance. In the event any condition is observed by the T&M employed LSRP that warrants a notification to the NJDEP in accordance with N.J.A.C.7:1E-5.3 and/or 7:26E-1.4, T&M will notify the Client prior to notifying NJDEP.

24. **Client Notice to Third Parties.** Client acknowledges that if he is not the property owner or person responsible for conducting remediation on the referenced property, that Client has notified the property owner or person/entity responsible for conducting remediation on the referenced property, and that the property owner or person/entity understands, acknowledges and approves of these reporting obligations by the T&M LSRP, as defined within the proposed Scope of Services. Client will provide written consent of the Property/Site owner for T&M to access the Property/Site and to provide the LSRP services proposed.
25. **Client Delay or Termination of Remedial Work.** Client acknowledges that SRRA imposes upon any person responsible for the remediation of a discharge an affirmative requirement to remediate a discharge and to meet regulatory and mandatory time frames. If, for whatever reason, the Client and/or party who is responsible for the remediation of a discharge at the Property/Site chooses to stop or delay the remedial work, this shall constitute a breach of the Contract and shall relieve T&M from any further obligation to continue work on the Property/Site, and relieve T&M and the T&M LSRP from any liability arising from the cessation of work. Furthermore, Client acknowledges that the T&M employed LSRP has an obligation to notify the NJDEP that the Client has chosen to stop, delay or halt the remedial work and agrees not to hold T&M or the T&M employed LSRP or other T&M personnel liable for adhering to the reporting obligations and all other obligations mandated associated with LSRP program.
26. **Remedial Failure.** Client acknowledges that while the work performed by the T&M LSRP shall be performed in accordance with professional industry standards, T&M does not guarantee the long-term effectiveness of the remedial work. Remedial failure can be caused by factors other than negligence and remains the sole responsibility and legal obligation of the Client and not of T&M. Client agrees to release T&M from any liability arising from any future remedial failure.
27. **Direct NJDEP Case Management.** Client acknowledges that failure to strictly adhere to the requirements of the LSRP program can result in the NJDEP's decision to assign direct NJDEP case management to the project, with NJDEP "direct oversight" likely resulting in costly project delays and substantially increased costs to the Client.
28. **NJDEP Requirements for Specific End Users.** Client acknowledges that the NJDEP has established presumptive remedies for certain end uses, such as residential development, schools and childcare facilities which require strict adherence to NJDEP requirements.
29. **NJDEP Audit.** Client acknowledges that a Response Action Outcome (RAO) is subject to a three (3) year NJDEP audit, during which time the NJDEP may audit, modify or rescind the RAO if the remediation is deemed not to be protective of public health, safety and the environment. If the RAO is re-opened, invalidated, audited, modified or rescinded by the NJDEP, the Client acknowledges that the sole responsibility and legal obligation to take additional measures to remediate the Property/Site remains with the Client and not with T&M or the T&M employed LSRP.
30. **Client Continuing Obligation Under NJDEP Permit Program.** Client acknowledges that if contamination is identified which will be left on-Property/Site under appropriate engineering controls and with the filing of the institutional controls, the engineering and institutional controls must be evaluated by the Client every two years under an NJDEP permit program. Unless specifically included in this Work, T&M has no obligation to perform the evaluation or provide any notice to the Client that this reporting obligation is approaching.
31. **LSRP Termination of Services.** Client acknowledges that the T&M employed LSRP may terminate services on this project for any reason and the LSRP's termination shall relieve T&M and the T&M employed LSRP from any further obligations or liability to continue work on the Site. Client acknowledges that his failure to make payment in accordance with the compensation terms of the Contract shall constitute a breach of the Contract and shall relieve T&M from any further obligation or liability to continue work on the Property/Site.
32. **Client Execution of NJDEP Documents.** Client agrees to provide signatory for all documents and forms that are required to be submitted to the NJDEP as part of the remedial activities, and that signatory will be the individual with the appropriate level of authority within Client's organization to sign these documents.

TABLE 1

TASK FEES

WEST ORANGE FIRE STATION #4
280 PLEASANT VALLEY WAY
WEST ORANGE, NEW JERSEY
T&M PROPOSAL

TASK	SUBCONTRACTOR	TOTAL ESTIMATED COST/Sampling Event	PROPOSED SELECTION	TOTAL PRICE
Groundwater Sampling and Equipment/Sampling Event	EST Associates	\$2,628	\$2,628	\$5,256
	Aqua Pro-Tech Labs	\$2,900		

TOTAL ESTIMATED SAMPLING
SUBCONTRACTOR COSTS \$5,256

ANALYTICAL LABORATORY	ANALYSIS	PRICE	NUMBER OF SAMPLES	TOTAL PRICE
Alpha Analytical	TCL VO+15, TBA (Aqueous)	\$75	24	\$1,800
	TCL BN+20 (Aqueous)	\$275	24	\$6,600
	Lead (Aqueous)	\$22	22	\$484
Aqua Pro-Tech	TCL VO+15, TBA (Aqueous)	\$115	24	\$2,760
	TCL BN+20 (Aqueous)	\$330	24	\$7,920
	Lead (Aqueous)	\$22	22	\$484
Hampton Clarke - Veritech	TCL VO+15, TBA (Aqueous)	\$90	24	\$2,160
	TCL BN+20 (Aqueous)	\$321	24	\$7,704
	Lead (Aqueous)	\$12	22	\$264

Alpha Analytical Total \$8,884
APL Total \$11,164
Veritech Total \$10,128

PROPOSED SELECTION

\$8,884

TOTAL ESTIMATED LABORATORY
SUBCONTRACTOR COSTS \$8,884



YOUR GOALS. OUR MISSION.

June 15, 2015

Leonard R. Lepore, PE, Municipal Engineer
Township of West Orange
Director, Department of Public Works, Engineering Division
25 Lakeside Avenue
West Orange, NJ 07052

**Re: Proposal for Professional Services
Lindsley Avenue Bus Garage; 6 Lindsley Avenue
Township of West Orange, Essex County, New Jersey
NJDEP CASE #88-11-10-1526 – PI#014425
T&M Project No. TWOROH-15002**

Dear Mr. Lepore:

T&M Associates (T&M) is pleased to provide this proposal for Professional Environmental and Licensed Site Remediation Services for Lindsley Avenue Bus Garage at 6 Lindsley Avenue.

SCOPE OF SERVICES

Item 1: Post-Remedial Action Groundwater Sampling

Post-Remedial action groundwater samples will be collected and analyzed at selected monitoring wells at the site to evaluate the effectiveness of the implemented treatment of in-situ bioremediation (Petrox® and EHC-0™ injection).

Two (2) groundwater sampling events (60 days and 120 days after treatment injections) will be conducted at the site as detailed in the Permit by Rule approval. The existing monitoring wells SW-1, MW-4, MW-7, MW-8 and MW-20 will be used to monitor the effectiveness of the injection system. Field monitoring measurement during each event will consist of depth to groundwater, pH, dissolved oxygen (DO), oxidation reduction potential (ORP), temperature, specific conductance and turbidity.

Groundwater samples will be collected from existing monitoring wells SW-1, MW-4, MW-7, MW-8 and MW-20 approximately 60 days and 120 days following the Petrox® and EHC-0™ injection. The samples will be analyzed for volatile organic compounds (VOCs).

Item 2: Monitoring Well Gauging and Sampling (Semi-Annual - Two Rounds - 1 Year)

Perform semi-annual groundwater sampling for one (1) year at the site. Semi-annual groundwater sampling (March and September) from the on-site shallow monitoring wells (SW-1 through SW-8) and deep wells (MW-4, MW-5, MW-7, MW-8, MW-13, MW-12, MW-14, MW-15, MW-20 and MW-21) is required by the NJDEP as stated in their correspondence dated December 23, 2008. The groundwater samples will be analyzed for benzene, toluene, ethylbenzene and xylenes (BTEX), methyl tertiary butyl ether (MTBE), tertiary butyl alcohol (TBA) in September and a targeted compound list of volatile organic compounds (TCL VO+15), MTBE, TBA in March. In addition, samples collected from MW-10, MW-11, MW-16, MW-18 and MW-19 will be analyzed annually (in September) for lead.



Groundwater samples will be obtained using "low flow" procedures in accordance with the NJDEP Field Sampling Procedures Manual (August 2005). A QA/QC plan consisting of field and trip blank samples will be incorporated into the sampling program. Purged groundwater will be containerized in drums and disposed off-site at an approved disposal facility.

All sampling and monitoring will be performed according to the methodology specified in the most current edition of the Department's Field Sampling Procedures Manual. All samples are to be analyzed by a New Jersey Certified Laboratory except those field-determined parameters specified in the monitoring program established pursuant to the oversight document.

Item 3: Reporting and LSRP Management

A Remedial Action Monitoring Report detailing the remedial action implementation and compliance monitoring/sampling results will be prepared and submitted to the NJDEP. Report ground water sampling results for the individual contaminants and any others that exceed standards.

All information, sampling results and the QA/QC package specified at N.J.A.C. 7:26E-2.1 (a) 15, will be submitted to the Bureau of Case Assignment and Initial Notice entitled "DGW Permit-by-Rule Monitoring Report" within sixty (60) days of conclusion of the monitoring program. In addition, all monitoring results obtained under the permit-by rule will also be submitted with the Remedial Action Report (RAR), N.J.A.C. 7:26E-5.7. In addition, The Department contact for the Permit-by-Rule Authorization and electronic copies of the tabulated sampling results included in the "DGW Permit-by-Rule Monitoring Report" will be e-mailed to David Morrow at DavidMorrow@dep.nj.gov at the same time each hardcopy monitoring report is submitted to the Bureau of Case Assignment & Initial Notice.

FEE PROPOSAL

DESCRIPTION	FEE
ITEM 1: Post-Remedial Action Groundwater Sampling	\$ 7,700.00
ITEM 2: Monitoring Well Gauging & Sampling (Two Sampling Events)	\$ 25,900.00
ITEM 3: Management and Reporting	<u>\$12,900.00</u>
Total	\$46,500.00

The total Fixed Fee allowance proposed and outlined above is **\$46,500.00**. Payment shall be in accordance with the Charges, Billing and Payment schedule outlined in the Standard Terms and Conditions attached to this proposal unless prior written arrangements have been made with T&M. Billing will be submitted on a percent complete basis.

CLOSING

Any item listed above which is not ordered will not be billed. Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

The terms and conditions of this proposal are subject to the attached T&M Associates (T&M) Standard Terms and Conditions.



This proposal is submitted solely and exclusively for the use of Woodbridge Township for consideration of the professional services of T&M. Disclosure of this proposal's content to any third party without prior written authorization from T&M is expressly prohibited.

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal.

Please indicate your acceptance of this proposal by signing in the space provided on the last page of this proposal and returning one (1) copy to this office. Alternatively, a resolution and purchase order issued by the Township of Woodbridge will also indicate acceptance of this proposal. Acceptance of this proposal signifies the Client understands that T&M will not be retained or asked to perform any services unless funding is secured and is available to pay all invoices within 30 days. Receipt of the signed proposal, resolution or purchase order shall be considered authorization to proceed with all items described within this proposal. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned proposal.

We thank you for the opportunity to submit this proposal. Please feel free to contact me directly with any questions or comments regarding the scope, sequence or fees as indicated at 732.671.6400, or via email to tkinsella@tandmassociates.com or mbaba@tandmassociates.com.

Very truly yours,

T&M ASSOCIATES

Timothy C. Kinsella, CPG
Group Manager

Manal Baba, LSRP
Supervising Environmental Scientist

ACCEPTED BY:

NAME:

Signature

Print Name

TITLE:

COMPANY:

Township of West Orange

DATE:

The above signed represents that they have read and understand the attached Standard Terms and Conditions and have the authority to enter into this agreement on behalf of the client named above. The above signed also acknowledges that this contract includes a Limitation of Liability Clause as part of the Standard Terms and Conditions.

SCHEDULE OF MISCELLANEOUS CHARGES

Effective: January 1, 2015

Contracted Services

Including subconsultants, contracted labor,
subprofessionals, and subcontractors Invoice Cost + 15%

Direct Expenses

- Disbursements to agencies, vendors and suppliers

Including equipment; interstate transportation;
permit, application, review, and similar fees; printing,
plotting, reproduction, binding, and other graphic
services; outside computer services; title, research,
and data services; courier and express services;
project field office expenses; and out-of-state
telephone costs Invoice Cost

- Other Charges

Mileage Commensurate with IRS Guidelines
Travel and Subsistence Invoice Cost
Field Vehicles \$105/Day



T&M ASSOCIATES

LSRP STANDARD TERMS & CONDITIONS

(FOR LICENSED SITE REMEDIATION PROFESSIONAL SERVICES)

These Standard Terms & Conditions shall govern the performance of services pursuant to this Agreement.

As used herein, the term "Client" refers to the Client identified in T&M's Proposal/Scope of Services. The term "T&M" refers to T&M Associates. The term "Agreement" refers to this contract between T&M and the Client consisting of (1) the T&M Proposal/Scope of Services, and (2) these Standard Terms and Conditions. The "Project" is identified in T&M's Proposal/Scope of Services.

1. SCOPE OF SERVICES.

- a. Descriptions of the Services to be provided by T&M are set forth in the Proposal/Scope of Services. Services not set forth in the Scope of Services, or specifically itemized as Additional Services, are excluded from the scope of T&M's services and T&M assumes no responsibility to perform such additional services. If additional services become necessary during the course of the project, T&M can perform such additional services in accordance with a written agreement between the Client and T&M.
- b. T&M shall have no obligation to commence the Services as stipulated in this Agreement and/or any associated Work Authorization until both this Agreement and any applicable Work Authorization are fully executed and delivered to T&M.

2. COMPENSATION.

- a. **BILLING RATES.** Client shall compensate T&M at the billing rates identified in T&M's Proposal. Unless otherwise provided in the Proposal, compensation for services shall be based on T&M's Schedule of Hourly Billing Rates and Schedule of Miscellaneous Charges in effect at the time services are performed.
- b. **REIMBURSABLE EXPENSES.** Client shall pay T&M for reimbursable expenses according to the current Schedule of Miscellaneous Charges, including without limitation application fees, printing and reproduction, courier and express delivery service, bulk/special mailings, facsimile transmissions and other costs of acquiring materials specifically for Client and related charges.
- c. **INVOICES.** T&M shall submit invoices monthly and payment in full is due upon presentation. Services shall be billed at a minimum increment of 0.25 hour. If Client fails to make any payment due T&M for services and expenses within thirty (30) days after receipt of invoice, the amounts due T&M will accrue interest at the rate of 1.0% per month until paid in full.
- d. **SUSPENSION OF SERVICES.** Once a payment is PAST DUE the Client shall be deemed to be in breach of this Agreement and any other agreements between client and T&M. If a payment is PAST DUE, T&M may suspend performance of services of all services provided to client until T&M has been paid all amounts due and T&M shall have no liability whatsoever to the Client for any costs, delays or damages resulting from the suspension of services caused by the Client's breach of this Agreement and T&M's suspension of services.
- e. **TERMINATION.** Client or T&M may terminate this Agreement with ten (10) days prior written notice for convenience or cause. In the event of termination, T&M shall be paid for all services rendered and costs incurred up to the date of termination. Neither T&M nor Client will be liable in contract or tort or otherwise for any incidental, special, indirect or consequential damages, including commercial loss, delays, lost profits or revenues or opportunities resulting from any termination of this Agreement.
- f. **COLLECTION COSTS.** In the event legal action is necessary to enforce the payment provisions of this Agreement, T&M shall be entitled to recover from the Client the reasonable attorneys' fees, court costs and expenses incurred by T&M in connection therewith.

- g. **FEE DURATION & ANNUAL ADJUSTMENT.** The hourly rates charged for T&M employees are adjusted annually in January to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted practices consistent with T&M's procedures.
3. **STANDARD OF CARE.** The standard of care for all professional services performed or furnished by T&M under this Agreement will be the care and skill ordinarily used by members of T&M's profession practicing under similar circumstances at the same time and in the same locality and based on facts and information available at the time services are provided. T&M makes no warranties, expressed or implied in connection with T&M's services.
4. **GOVERNING LAW.** The laws of the State within which the Project is located will govern the validity of this Agreement, its interpretation and performance.
5. **OWNERSHIP AND USE OF DOCUMENTS.** All reports, plans, specifications, computer files, field data, notes and other files and documents prepared by T&M pursuant to this Agreement ("Documents") are instruments of T&M's professional services and T&M shall retain an ownership and property interest therein. Provided full payment for services rendered is made by the Client to T&M, T&M grants to the Client a license to use the Documents for the purpose of constructing, occupying and maintaining the Project. The Documents are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse or modification of the Documents without T&M's written approval shall be at Client's sole risk and without liability to T&M and Client agrees to indemnify, defend and hold harmless T&M from all claims, damages and expenses, including attorney's fees and costs, arising out of such reuse by Client or by others acting through Client.
6. **SITE CONDITIONS.** T&M shall not be liable for: (i) damage or injury to any subterranean structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subterranean conditions; or the consequences of such damage or injury, if (with respect to this clause) (i) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by T&M in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iv) unknown physical conditions below the surface of the ground that differ materially from those ordinarily encountered and are generally recognized as inherent in work of the character provided under this Agreement.

Client shall provide to T&M all plans, maps, drawing and other documents identifying the location of any soil conditions or known contaminants or subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, T&M shall obtain the concurrence of the Client as to the location for such drilling or excavation. Should: (i) concealed conditions be encountered in the performance of the Services; (ii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iii) unknown physical conditions below the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and/or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20) days after the first observance of the conditions.

The Parties agree that reports prepared by or on behalf of T&M pertaining to site conditions, including but not limited to environmental, geotechnical or geologic reports (hereinafter collectively "Site Condition Reports"), are prepared for the exclusive use of the Client and its authorized agents, and that no other party may rely on Site Condition Reports unless T&M agrees in advance to such reliance in writing. Site Condition Reports are not intended for use by others, and the information contained therein is not applicable to other sites, projects or for any purpose except the one originally contemplated in the Services. The Client acknowledges that the Site Condition Reports are based on conditions that exist at the time a study is performed and that the findings and conclusions of the Site Condition Reports may be affected by the passage of time, by manmade events such as construction on or adjacent to the site, or by natural events such as floods, earthquakes, slope instability or groundwater fluctuations, among others. The Parties agree that interpretations of subsurface conditions by T&M or its subcontractors may be based on limited field observations including, without limitation, from widely spaced sampling locations at the Site. The Client acknowledges that site exploration by T&M or its subcontractors will only identify subsurface conditions at those points where subsurface tests are conducted or samples are taken. The Parties agree that T&M or its subcontractors may review field and laboratory data and then apply professional judgment to render an opinion about subsurface conditions at the Site and that the actual subsurface conditions may differ, sometimes significantly, from those indicated by T&M or its subcontractors. The Client agrees that any report, conclusions or interpretations will not be construed as a warranty of the subsurface conditions by T&M or its subcontractors. The Parties further agree that no warranty or representation,

express or implied, is included or intended in any reports, conclusions, or interpretations prepared by or on behalf of T&M pertaining to site conditions.

7. **UNANTICIPATED CONDITIONS.** If during the performance of T&M's services, any unanticipated conditions are observed, which in T&M's judgment may affect the Scope of Services, T&M will notify the Client. Client agrees that the discovery of such unanticipated conditions constitutes a significant change in the Scope of Services. Based on T&M's evaluation of unanticipated conditions, T&M is authorized to take any of the following action: (a) Complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; or (b) Stop Work pending written agreement with the Client to modify the Scope of Services and Fees as required by the previously unanticipated conditions; or (c) Terminate the services effective on the date specified by T&M in writing. Client shall waive any claim against T&M and agrees to indemnify and defend and hold T&M harmless from any claim of liability for injury or loss arising from the encountering of unanticipated conditions.
8. **CONSEQUENTIAL DAMAGES.** In no event shall T&M be liable in contract or tort or otherwise for any incidental, special, indirect or consequential damages, including loss caused by delay, commercial loss, or lost profits or revenues or opportunities resulting from any service furnished by T&M under this Agreement.
9. **INSURANCE.** T&M shall maintain for the term of this
 - Worker's Compensation and Employer's Liability insurance, statutory limits.
 - Comprehensive General Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate.
 - Comprehensive Automobile Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate.
 - Professional Errors and Omissions insurance with a per claim limit of not less than \$3,000,000.
10. **INDEMNIFICATION.** T&M agrees, subject to the provisions contained herein, to indemnify Client, and Client's officers, directors and employees, from and against any losses, damages and judgments arising from claims by third parties but only to the extent they are found to be caused solely by T&M's negligent acts, errors or omissions in the performance of professional services under this Agreement. **This indemnification provision is subject to and limited by the provisions agreed to by Owner and Engineer in the "Limitations of Liability" section of these Standard Terms and Conditions.**

The Client agrees, subject to the provisions contained herein, to indemnify T&M, and T&M's officers, directors and employees, from and against any losses, damages and judgments caused by the Client's acts, errors or omissions and by any of Client's contractors, subcontractors or consultants or anyone for whom the Client is legally liable. T&M is not obligated to indemnify the Client for the Client's own negligence.
11. **LIMITATION OF LIABILITY.** Client and T&M agree that T&M's total liability for any and all losses, judgments, injuries, claims, expenses and damages arising out of, resulting from or in any way relating to T&M's services on this project, shall be limited to the total sum of \$50,000.00 or T&M's total fee for services rendered on this project, whichever is less. Client hereby releases T&M from any liability above such amount. The Client and T&M waive such claims and causes including, but are not limited to negligence, professional errors or omissions, direct or indirect damages, delays, consequential damages, lost profits, strict liability, breach of contract or breach of warranty. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination.
12. **CONSTRUCTION COST ESTIMATES.** The Client shall advise T&M in writing of any budgetary limitations for the overall cost of construction. T&M will endeavor to work within such limitations and will, if requested and included within the scope of services, submit to Client an opinion of probable construction cost. Opinions of probable construction cost will represent T&M's reasonable judgment as a design professional familiar with the construction industry, but does not represent or guarantee that bids or negotiated prices will not vary or exceed budgets or opinions of probable cost. Client acknowledges that neither T&M nor Client has control over the cost of labor, materials or methods by which contractors determine prices for construction.
13. **RESPONSIBILITY DURING CONSTRUCTION.** T&M's services during the construction phase are intended to provide Client a greater degree of confidence that the completed work of Contractor will conform in general to the approved plans and related documents. T&M will endeavor to observe the progress and quality of the executed work of contractor(s) and determine in general if such work is proceeding in accordance with the requirements of the Project. T&M shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such

work. T&M shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, T&M neither guarantees the performance of any Contractor nor assumes any responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents

14. **CONFIDENTIALITY.** T&M will not intentionally divulge information regarding the Project which Client designates as confidential, except to Client or parties designated by Client or in response to subpoena or other similar legal requirements. Information which is in the public domain or which is provided to T & M by third parties is not considered confidential. Client authorizes T&M to identify Client as a T&M client and use photographs or illustrations of the project and non-confidential information in any sales or marketing literature.
15. **INDEPENDENT CONTRACTOR.** Unless otherwise provided in our proposal, T&M is and shall be an independent contractor in the performance of services covered by the Agreement, maintaining complete control of its employees and operations and neither T&M nor anyone employed by T&M shall be the agent, representative, employee or servant of the Client in the performance of the services covered by this Agreement.
16. **ASSIGNMENT.** Neither T&M nor the Client shall assign or transfer their interest in the Agreement without the written consent of the other party. However, nothing contained in this paragraph shall prevent T&M from employing such consultants or subconsultants as T&M may deem appropriate. The covenants and agreements contained herein shall apply to and be binding upon the parties hereto and upon their respective assigns and successors.
17. **DISPUTE RESOLUTION.** Client and T&M agree that they shall submit any and all unsettled claims, counterclaims or other unresolved disputes between to non-binding mediation, where each party shall pay its own costs and fifty percent (50%) of the mediator's fees. This provision shall not apply to fee collection lawsuits.
18. **SEVERABILITY.** If any provision contained herein is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of the Agreement unenforceable.
19. **SURVIVAL.** The express representations, indemnification and limitations of liability contained in this Agreement will survive the completion of all services of T&M under this Agreement or the termination of this Agreement for any reason.
20. **ENTIRE AGREEMENT.** This Agreement (consisting of (1) Proposal/Scope of Services and (2) Standard Terms & Conditions) comprises the final and complete agreement between the Client and T&M. It supersedes all prior or contemporaneous communications or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and accepts the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and T&M. To the extent Client provides its own agreement and that agreement is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.

LSRP SPECIFIC TERMS & CONDITIONS

21. **LSRP Background.** The Site Remediation Reform Act (SRRA) requires that a Licensed Site Remediation Professional (LSRP) oversee new NJDEP Site contamination cases, as well as other environmental issues associated with environmental remediation and construction.
22. **Information Provided by Client.** Client shall provide to T&M all information known about the Property/Site as is reasonably known and available to the Client, either directly or indirectly, whether known by a representative of the Client or provided to the Client by a third party. Failure to provide such information to T&M relieves T&M of any liability.
23. **NJDEP Reporting Requirements.** Client acknowledges that, under certain circumstances, T&M is legally obligated to notify the NJDEP about conditions at the Property/Site as set forth in New Jersey laws, statutes or guidance and agrees not to hold T&M or the T&M employed LSRP or other T&M personnel liable for adhering to the reporting obligations and all other obligations mandated by New Jersey laws, statutes or guidance. In the event any condition is observed by the T&M employed LSRP that warrants a notification to the NJDEP in accordance with N.J.A.C.7:1E-5.3 and/or 7:26E-1.4, T&M will notify the Client prior to notifying NJDEP.

24. **Client Notice to Third Parties.** Client acknowledges that if he is not the property owner or person responsible for conducting remediation on the referenced property, that Client has notified the property owner or person/entity responsible for conducting remediation on the referenced property, and that the property owner or person/entity understands, acknowledges and approves of these reporting obligations by the T&M LSRP, as defined within the proposed Scope of Services. Client will provide written consent of the Property/Site owner for T&M to access the Property/Site and to provide the LSRP services proposed.
25. **Client Delay or Termination of Remedial Work.** Client acknowledges that SRRA imposes upon any person responsible for the remediation of a discharge an affirmative requirement to remediate a discharge and to meet regulatory and mandatory time frames. If, for whatever reason, the Client and/or party who is responsible for the remediation of a discharge at the Property/Site chooses to stop or delay the remedial work, this shall constitute a breach of the Contract and shall relieve T&M from any further obligation to continue work on the Property/Site, and relieve T&M and the T&M LSRP from any liability arising from the cessation of work. Furthermore, Client acknowledges that the T&M employed LSRP has an obligation to notify the NJDEP that the Client has chosen to stop, delay or halt the remedial work and agrees not to hold T&M or the T&M employed LSRP or other T&M personnel liable for adhering to the reporting obligations and all other obligations mandated associated with LSRP program.
26. **Remedial Failure.** Client acknowledges that while the work performed by the T&M LSRP shall be performed in accordance with professional industry standards, T&M does not guarantee the long-term effectiveness of the remedial work. Remedy failure can be caused by factors other than negligence and remains the sole responsibility and legal obligation of the Client and not of T&M. Client agrees to release T&M from any liability arising from any future remedial failure.
27. **Direct NJDEP Case Management.** Client acknowledges that failure to strictly adhere to the requirements of the LSRP program can result in the NJDEP's decision to assign direct NJDEP case management to the project, with NJDEP "direct oversight" likely resulting in costly project delays and substantially increased costs to the Client.
28. **NJDEP Requirements for Specific End Users.** Client acknowledges that the NJDEP has established presumptive remedies for certain end uses, such as residential development, schools and childcare facilities which require strict adherence to NJDEP requirements.
29. **NJDEP Audit.** Client acknowledges that a Response Action Outcome (RAO) is subject to a three (3) year NJDEP audit, during which time the NJDEP may audit, modify or rescind the RAO if the remediation is deemed not to be protective of public health, safety and the environment. If the RAO is re-opened, invalidated, audited, modified or rescinded by the NJDEP, the Client acknowledges that the sole responsibility and legal obligation to take additional measures to remediate the Property/Site remains with the Client and not with T&M or the T&M employed LSRP.
30. **Client Continuing Obligation Under NJDEP Permit Program.** Client acknowledges that if contamination is identified which will be left on-Property/Site under appropriate engineering controls and with the filing of the institutional controls, the engineering and institutional controls must be evaluated by the Client every two years under an NJDEP permit program. Unless specifically included in this Work, T&M has no obligation to perform the evaluation or provide any notice to the Client that this reporting obligation is approaching.
31. **LSRP Termination of Services.** Client acknowledges that the T&M employed LSRP may terminate services on this project for any reason and the LSRP's termination shall relieve T&M and the T&M employed LSRP from any further obligations or liability to continue work on the Site. Client acknowledges that his failure to make payment in accordance with the compensation terms of the Contract shall constitute a breach of the Contract and shall relieve T&M from any further obligation or liability to continue work on the Property/Site.
32. **Client Execution of NJDEP Documents.** Client agrees to provide signatory for all documents and forms that are required to be submitted to the NJDEP as part of the remedial activities, and that signatory will be the individual with the appropriate level of authority within Client's organization to sign these documents.

TABLE 1
TASK FEES
WEST ORANGE LINDSLEY AVE BUS GARAGE
6 LINDSLEY AVENUE
WEST ORANGE, NEW JERSEY
T&M 2015 Proposal

TASK	SUBCONTRACTOR	TOTAL ESTIMATED COST/Sampling Event	PROPOSED SELECTION	TOTAL PRICE (2 events)
Groundwater Sampling and Equipment/Sampling Event	EST Associates	\$5,256	\$5,256	\$10,512
	Aqua Pro-Tech Labs	\$5,800		

TOTAL ESTIMATED SAMPLING SUBCONTRACTOR COSTS (2 events) \$10,512

ANALYTICAL LABORATORY	ANALYSIS	PRICE	NUMBER OF SAMPLES	TOTAL PRICE
Alpha Analytical	TCL VO+15, MTBE, TBA (Aqueous)	\$75	24	\$1,800
	Lead (Aqueous)	\$22	7	\$154
	BTEX, MTBE, TBA (Aqueous)	\$55	24	\$1,320
	TCL VO+15, TBA (Aqueous)	\$115	24	\$2,760
Aqua Pro-Tech	Lead (Aqueous)	\$22	7	\$154
	BTEX, MTBE, TBA (Aqueous)	\$60	24	\$1,440
	TCL VO+15, TBA (Aqueous)	\$90	24	\$2,160
	Lead (Aqueous)	\$12	7	\$84
Hampton Clarke - Veritech	Lead (Aqueous)	\$60	24	\$1,440
	BTEX, MTBE, TBA (Aqueous)			

Alpha Analytical Total/Event	\$3,274	PROPOSED SELECTION	\$3,274
APL Total/event	\$4,354		
Veritech Total	\$3,684		
		TOTAL ESTIMATED LABORATORY SUBCONTRACTOR COSTS	\$3,274