

September 23, 2022

Mayor Craig Dunwell
Borough of Alpha
1001 East Boulevard
Alpha, NJ 08865

**Re: Borough of Alpha – Proposal for Environmental Professional Services
Site Investigation in Accordance with NJDEP HDSRF Grant
NJEDA Application Number: Prod-00257981**

**Former Leigh Fuel Corp. Site
Block 102, Lot 1
Borough of Alpha, Warren County
NJDEP Site Remediation Program Preferred ID #008287**

Dear Mr. Dunwell:

TRC Environmental Corporation (TRC) is pleased to provide you with this proposal for environmental professional services for the above-referenced property (“the Site”) in the Borough of Alpha (“the Borough”).

It is our understanding that the Borough is nearing completion for the process of satisfying the New Jersey Economic Development Authority requirements for release of funds (\$76,998.34) for a subsurface investigation at the Site. Philip W. Kunkle, LSRP, of our Philadelphia Office, lead the effort to secure this funding for the Borough in 2020-2021 while employed by another engineering firm.

TRC and Mr. Kunkle can meet the Borough’s needs by completing the Site Investigation (SI) Scope of Work (SOW) that has been approved by the NJDEP Office of Brownfield & Community Revitalization. Details of the SOW follow.

TRC will prepare a site-specific Health & Safety Plan (HASP), to be onsite and utilized during all field activity. Subcontracted brush clearing services will be utilized to make accessible certain areas of the Site. TRC will coordinate and oversee subcontracted ground penetrating radar (GPR) and subsurface utility location at the Site, to identify and mark subsurface utilities prior to drilling. TRC will also coordinate and oversee drain video/pipe inspection subcontracted services for one Area of Concern (AOC) within the Site building. The GPR work is estimated to be completed in 3 field days and the drain video work in 1 day.

TRC will characterize soil and groundwater conditions at the Site AOCs via a combination of hand auger soil borings and direct push (Geoprobe) soil borings. Direct push borings and installing of temporary monitoring wells will be performed by a subcontracted NJ-licensed driller. All soil borings will be logged using industry standard practices and soil and groundwater samples collected in accordance with NJDEP regulations and technical guidance. Samples will be transported to and subsequently analyzed at a NJ-certified laboratory. The field investigation and sampling work is estimated to be completed in 5 field days.

TRC will prepare one SI Report, to include details of the GPR, soil and groundwater investigation, and laboratory analytical results. The SI Report will include appropriate narrative, maps, tables, appendices, boring logs, and laboratory analytical data. The SI Report will be prepared under the supervision of an LSRP (Philip Kunkle, license #668396) and in compliance with the SI remedial phase requirements of N.J.A.C. 7:26E (Technical Requirements for Site Remediation). The SI Report is intended to serve as a tool for others to make informed development decisions regarding the Site.

This SOW, as approved by the NJDEP Office of Brownfield & Community Revitalization, does not include administrative actions associated with NJDEP Site Remediation Program processes.

As such, administrative actions including (but not limited to) LSRP retention, completion of the Annual Remediation Fee Reporting, submittal of a Confirmed Discharge Notification, submittal of the SI Report to NJDEP SRP, and issuance of a Response Action Outcome are not included in the SOW and are not included in this proposal.

Costs associated with completion of the SOW are provided below.

Activity	Estimate
Phase 1 – HASP Preparation (T&M)	\$ 2,174.00
Phase 2 – GPR / Utility Location (T&M)	\$ 6,780.80
Phase 3 – Soil and Groundwater Investigation (T&M)	\$ 10,410.80
Phase 4 – Site Investigation Report (T&M)	\$ 13,656.00
Phase 5 – Meetings (T&M)	\$ 4,447.04
Phase 6 – Subcontractor and Equipment Costs	\$ 23,075.00
Phase 7 – Laboratory Analytical Testing Costs	\$ 16,454.70
Total Requested Approval	\$ 76,998.34

TRC will begin work on the HASP within 1 week of authorization to proceed. TRC will complete the GPR and drain video work within 1 month of authorization to proceed (pending subcontractor availability) and complete the soil and groundwater investigation within 2 months of authorization to proceed (pending subcontractor availability). TRC will complete the SI Report and provide to the Borough for review within 4 weeks of receiving all final laboratory results.

The TRD Discounted Rate Schedule applicable to this project is provided in **Attachment 1**. The work will be invoiced on a time & materials basis, in accordance with the TRC Environmental Corporation Terms & Conditions (**Attachment 2**). The approved budget will not be exceeded without approval from an authorized representative.

Please do not hesitate to contact the undersigned at (908) 510-7767. To approve and provide notice to proceed, please sign below.

Sincerely,

TRC Environmental Corporation



David J. Carlson, PG, LSRP
Project Director



Philip W. Kunkle, LSRP
Senior Project Manager

Attachments



I hereby certify that I am authorized to enter into this agreement on behalf of Client and accept and agree to the foregoing and all attachments including the Terms and Conditions on behalf of Client.

Sign and Date to Approve Proposed Tasks

TRC Environmental 2022 Rate Schedule Prepared for Alpha Borough (Leigh Fuel Grant Project)

CODE	TRC LABOR CLASSIFICATION/ CATEGORY	2022 HOURLY LABOR RATE	2022 15% LABOR DISCOUNT
	Principal/Technical Director		
EV28	Level IV	\$324	\$199
EV27	Level III	282	199
EV26	Level II	252	199
EV25	Level I	234	199
	Program Manager/Senior Technical Manager		
EV24	Level IV	\$226	\$192
EV23	Level III	210	179
EV22	Level II	204	173
EV21	Level I	195	166
	Project/Technical Manager		
EV20	Level IV	\$188	\$160
EV19	Level III	179	152
EV18	Level II	172	146
EV17	Level I	166	141
	Senior Scientist/Engineer/Specialist		
EV16	Level IV	\$159	\$135
EV15	Level III	151	128
EV14	Level II	144	122
EV13	Level I	138	117
	Project Scientist/Engineer/Specialist		
EV12	Level IV	\$131	\$111
EV11	Level III	124	105
EV10	Level II	118	100
EV09	Level I	110	94
	Scientist/Engineer/Specialist, Technicians, and Project Support		
EV08	Level VIII	\$104	\$88
EV07	Level VII	98	83
EV06	Level VI	90	77
EV05	Level V	84	71
EV04	Level IV	76	65
EV03	Level III	69	59
EV02	Level II	63	54
EV01	Level I	51	43

- (1) A 8% Mark-up will be added to non-labor costs and expenses/ODCs. The markup does not apply to TRC equipment rates.
- (2) Overtime rates will apply to non-exempt (hourly) staff in conformance with applicable law.
- (3) TRC rates are subject to an annual calendar year escalation.
- (4) Invoicing will apply TRC billing rates in conformance with the rate schedule in effect at the time of the services.
- (5) For Litigation or Litigation Support Services, please request a copy of our Standard Rates for Litigation Services.

TRC ENVIRONMENTAL CORPORATION
TERMS AND CONDITIONS

1.0 SERVICES

TRC Environmental Corporation (“Consultant”) will provide environmental consulting and other professional services on behalf of Client as provided in the Scope of Work. Client is defined in the attached Proposal or Scope of Work. Unless otherwise stated, Consultant’s Proposal to perform the Scope of Work expires sixty (60) days from its date and may be modified or withdrawn by Consultant prior to receipt of Client’s acceptance. The offer and acceptance of any services or goods covered by the Proposal is conditioned upon these terms and conditions. Any additional or different terms and conditions proposed by Client are objected to and will not be binding upon Consultant unless specifically agreed to in writing by Consultant. An order or statement of intent to purchase Consultant’s services, or any direction to proceed with, or acquiescence in the commencement of work shall constitute consent to these terms and conditions.

2.0 COMPENSATION

2.1 Consultant will invoice for its services on a time and materials basis using the Schedule of Rates and Terms attached as Exhibit 1 or embodied in the referenced Proposal. Prices or rates quoted do not include state or local taxes where applicable. Our services may include reimbursable expenses, which are charges incurred for travel, transportation, temporary lodging, meals, telephone calls, fax, postage, courier service, photographic, photocopying and other fees and costs reasonably incurred in connection with the services.

2.2 Unless otherwise stated in the Proposal, Consultant will submit invoices for services related to the Scope of Work on at least a monthly basis, and Client will make payment within thirty (30) days of receipt of Consultant’s invoices. If Client objects to any portion of an invoice, the Client will notify Consultant within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

2.3 If Client fails to make any payment due to Consultant within thirty (30) days after receipt of an invoice, then the amount due Consultant will increase at the rate of 1.5 percent per month after the 30th day. If a retainer has been required and the Client has not paid the invoice within thirty (30) days, TRC shall be entitled to draw upon the retainer to satisfy the past due invoice. In addition, Consultant may, after giving seven (7) days’ written notice to Client, suspend its services and any deliverables until Consultant has been paid in full for all amounts outstanding more than thirty (30) days. In the event that Consultant must resort to legal action to enforce collection of payments due, Client agrees to pay attorney fees and any other costs resulting from such action.

3.0 CLIENT’S RESPONSIBILITIES

3.1 Client will designate in writing the person or persons with authority to act in Client’s behalf on all matters concerning the work to be performed by Consultant for Client.

3.2 Client will furnish to Consultant all existing studies, reports, data and other information available to Client which may be necessary for performance of the work, authorize Consultant to obtain additional data as required, and furnish the services of others, where necessary, for the performance of the work. Consultant will be entitled to use and rely upon all such information and services.

3.3 Unless otherwise stated in the Proposal, Client shall be responsible to provide Consultant access to the work site or property to perform the work.

4.0 PERFORMANCE OF SERVICE

4.1 Consultant's services will be performed in conformance with the Scope of Work set forth in the Proposal.

4.2 Additional services will be performed and completed in conformance with any supplemental proposals or Scopes of Work approved in writing by the Client.

4.3 Consultant's services for the Scope of Work will be considered complete at the earlier of (i) the date when Consultant's report is accepted by the Client or (ii) thirty (30) days after the date when Consultant's report is submitted for final acceptance, if Consultant is not notified in writing within such 30-day period of a material defect in such report.

4.4 If any time period within or date by which any of Consultant's services are to be performed is exceeded for reasons outside of Consultant's reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

5.0 CONFIDENTIALITY

Consultant will hold confidential all information obtained from Client, not otherwise previously known to us, unless such information comes into the public domain through no fault of ours, is furnished to us by a third party who is under no obligation to keep such information confidential, or is independently developed by us.

6.0 WARRANTY

6.1 In performing services, Consultant agrees to exercise professional judgment, made on the basis of the information available to Consultant, and to use the same standard of care and skill ordinarily exercised in similar circumstances by consultants performing comparable services in the region. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards. The expiration date of this warranty is one (1) year from the date of completion of the service. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse CLIENT from paying for services rendered or result in liability to Consultant.

6.2 If any failure to meet the foregoing warranty appears during one year from the date of completion of the service and Consultant is promptly notified thereof in writing, Consultant will at its option and expense re-perform the nonconforming work or refund the amount of compensation

paid to Consultant for such nonconforming work. In no event shall Consultant be required to bear the cost of gaining access in order to perform its warranty obligations.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY. CONSULTANT DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS DESIGNATED BY CLIENT.

7.0 INSURANCE

Consultant will procure and maintain insurance as required by law. At a minimum, Consultant will have the following coverage:

- (a) Worker's compensation and occupational disease insurance in statutory amounts.
- (b) Employer's liability insurance in the amount of \$1,000,000.
- (c) Automotive liability in the amount of \$1,000,000.
- (d) Comprehensive General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- (e) Professional errors and omissions insurance in the amount of

\$1,000,000. **8.0 INDEMNITY**

8.1 Each party assumes full responsibility for any claims, suits, accidents, injuries (including death) or damages to the person or property of any third party resulting from its own negligent, reckless or willful acts or those of any of its employees, representatives, contractors, consultants and agents in connection with the services rendered, and, to the extent of its proportionate responsibility therefor, will indemnify, defend and save harmless the other Party, its employees, representatives, contractors, consultants and agents from any costs, liabilities or expenses arising out of such negligent, reckless or willful acts.

8.2 Notwithstanding the foregoing, in the event that Consultant performs intrusive ground work as part of the Scope of Work, Client shall indemnify, defend and hold Consultant harmless from and against any and all claims, suits, accidents, injuries (including death) or damages to the person or property of any third party, including reasonable attorneys fees, resulting directly or indirectly from, or in any way arising out of, damages to subsurface or underground utilities or structures, including but not limited to, gas, telephone, electric, water or sewer utilities whose locations were not designated or identified to Consultant prior to the commencement of any subsurface investigation or cleanup, including but not limited to, excavation, drilling, boring, or probing required to be conducted by Consultant as part of site investigation, characterization or remediation work.

8.3 To the extent the Scope of Work or any Request for Services under this Agreement requires Consultant to communicate (e.g., perform interviews) with any third party including, but

not limited to, owners of off-site locations, former employees, current employees or governmental authorities, Consultant shall so inform Client. Client may request that Consultant limit or fully avoid any such third party communications. Client will indemnify and hold Consultant harmless from and against loss, damage, expense or penalty to the extent arising from claims of breach of confidentiality, waiver of privilege or otherwise associated with any such communications.

9.0 ALLOCATION OF RESPONSIBILITY

9.1 Consultant shall be liable to Client only for direct damages to the extent caused by Consultant's negligence or willful misconduct in the performance of its services. **UNDER NO CIRCUMSTANCES SHALL CONSULTANT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS.** To the fullest extent permitted by law, the total liability in the aggregate of Consultant and its employees, subcontractors or suppliers to Client and anyone claiming by, through or under Client on all claims of any kind (excluding claims for death or bodily injury) arising out of or in any way related to Consultant's services, or from any cause or causes whatsoever, including but not limited to negligence, errors, omissions, strict liability, indemnity or breach of contract, shall not exceed the total compensation received by Consultant under this agreement, or the total amount of \$50,000, whichever is greater. All such liability shall terminate on the expiration date of the warranty period specified in Section 6.

9.2 If Consultant furnishes Client with advice or assistance concerning any products, systems or services which is not required under the Scope of Work or any other contract among the parties, the furnishing of such advice or assistance will not subject Consultant to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

10.0 DISPOSAL OF CONTAMINATED MATERIAL

10.1 Client understands and agrees that Consultant is not, and has no responsibility as, a generator, operator, owner, treater, arranger or storer of pre-existing substances or wastes found or identified at work sites, including drilling and cutting fluids and other samples. Consultant shall not directly or indirectly assume title to such substances or wastes and shall not be liable to third parties alleging that Consultant has or had title to such materials. Client will indemnify and hold harmless Consultant from and against all losses, damages, costs and expenses, including but not limited to attorneys' fees, arising or resulting from actions brought by third parties alleging or identifying Consultant as a generator, operator, arranger, storer, treater or owner of pre-existing substances or wastes found or identified at work sites.

10.2 Ownership of all samples obtained by Consultant from the project site is maintained by Client. Consultant will store such samples in a professional manner for the period of time necessary to complete the project. Upon completion of the project, Consultant will return any unused samples or portions thereof to Client or, at Consultant's option using a manifest signed by Client as generator, dispose of the samples in a lawful manner and bill Client for all costs related thereto. Consultant will normally store samples for thirty (30) days. 5

11.0 OWNERSHIP OF DOCUMENTS

11.1 All notes, memoranda, drawings, designs, specifications and reports prepared by Consultant shall become Client's upon completion of the payment to Consultant as provided herein.

11.2 All documents including drawings and specifications prepared by Consultant pursuant to the Scope of Work are instruments of service with respect to this project. Such documents are not intended or represented to be suitable for reuse by Client or by any other party on subsequent extensions or phases of this project or site or on any other project or site without the written consent of both Client and Consultant.

11.2 Any reuse without written approval or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant. Any such reuse requested by Client will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant. A request by Client to provide a letter of reliance to a third party will entitle Consultant to assess a small charge in connection with documenting its consent.

11.3 Consultant will retain the technical project file for a period of six (6) years from project completion (if Client is a governmental entity, files shall be maintained for a 10-year period following project completion). Client shall notify Consultant at the completion of work if Client requires the file in this matter to be transferred to Client or another entity, or retained by Consultant for a longer period of time. In the absence of any written instructions to the contrary from Client, Consultant will have the right to discard any and all files, records or documents of any type related to the Scope of Work after the 6-year period. During this 6-year period, any requests for document recovery and reproduction will be assessed a fee in accordance with Consultant's Schedule of Fees.

12.0 INDEPENDENT CONTRACTOR

Consultant is an independent contractor and shall not be regarded as an employee or agent of the Client.

13.0 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Consultant shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

14.0 SAFETY

14.1 Client shall be obligated to inform Consultant and its employees of any applicable site safety procedures and regulations known to Client as well as any special safety concerns or dangerous conditions at the site. Consultant and its employees will be obligated to adhere to such procedures and regulations once notice has been given.

14.2 Unless specifically provided in the Scope of Work, Consultant shall not have any responsibility for overall job safety at the site. If in Consultant's opinion, its field personnel are

unable to access required locations or perform required services in conformance with applicable safety standards, Consultant may immediately suspend performance until such safety standards can be attained. If within a reasonable time site operations or conditions are not brought into compliance with such safety standards, Consultant may in its discretion terminate its performance in accordance with Section 17.0, in which event Client shall pay for services and termination expenses as provided herein.

15.0 LITIGATION

At the request of Client, Consultant agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which Client is or becomes a party in connection with the Scope of Work. Client agrees to compensate Consultant at its Litigation Rates in effect at the time the services are rendered for its time and other costs in connection with such evidence or testimony. Similarly, if Consultant is compelled by legal process to provide testimony or produce documents or other evidence in connection with work performed, Consultant agrees to contact Client and cooperate with Client and Client's counsel. Client agrees to compensate Consultant at its Litigation Rates in effect at the time the services are rendered for its time, expense and retention of counsel in connection with such testimony or document and other evidentiary production.

16.0 NOTICE

All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by facsimile, email, certified mail or courier to the address of the respective party or to such other address as such party may designate.

17.0 TERMINATION

The performance of work may be terminated or suspended by either party, in whole or in part. Such termination shall be effected by delivery of seven (7) days prior written notice specifying the extent to which performance of work is terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by Client (or by Consultant as provided herein) prior to the completion of services contemplated hereunder, Consultant shall be paid for (i) the services rendered to the date of termination or suspension; (ii) demobilization costs; (iii) costs incurred with respect to noncancellable commitments; and (iv) reasonable services provided to effectuate a professional and timely project termination or suspension.

18.0 SEVERABILITY

If any term, covenant, condition or provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of these Terms and Conditions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

19.0 WAIVER

Any waiver by either party or any provision or condition of these Terms and Conditions shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound. 7

20.0 GOVERNING LAW

These Terms and Conditions will be governed by and construed and interpreted in accordance with the laws of the State of Connecticut.

21.0 CAPTIONS

The captions of these Terms and Conditions are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

22.0 ENTIRE AGREEMENT

These Terms and Conditions, and the Scope of Work, represent the entire understanding and agreement between the parties and supersede any and all prior agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both parties.