

SERVICES AGREEMENT

This SERVICES AGREEMENT is made and entered into on this 1st day of July 2021, by and between M² ASSOCIATES INC., a New Jersey corporation, hereinafter referred to as "**Consultant**", and Borough of Alpha, New Jersey, hereinafter referred to as "**Client**", for services, described in Exhibit A hereto, hereinafter referred to as "**Services**".

WITNESSETH:

WHEREAS, Client desires Consultant to perform the Services in accordance with the terms and conditions set forth herein; and

WHEREAS, each party hereto represents that it is ready, willing, and able to undertake the responsibilities set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein contained and intending to be legally bound, the parties agree as follows:

1. *The Agreement Documents*

The Agreement between the Consultant and the Client, hereinafter referred to as "**Agreement**", consists of this signed "Services Agreement" which includes and incorporates the following:

"Exhibit A" – Proposal for Professional Hydrogeologic Consulting Services to Alpha Borough, Warren County, New Jersey.

The Contract documents are intended to be construed consistently, and as a whole, and anything that is required by one document shall be deemed to be required by all.

2. *Services To Be Performed*

Consultant, as an independent contractor, will furnish all necessary supervision, labor, materials, and equipment and shall perform the Services. If at any time during or after completion of the Services, Consultant is requested or required to participate in a deposition or other legal proceeding relating to any Services or the Site, Client shall reimburse Consultant at applicable rates for preparation for and participation in such deposition or legal proceeding.

In the event that the Client requests termination of the work prior to completion of a report, Consultant reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date.

3. Work Time

Services shall commence no later than July 1, 2021, and be completed by December 31, 2021, unless sooner terminated as hereinafter provided. Either party may terminate this agreement upon thirty (30) days written notice to the other. In the event of such termination, M² Associates shall be entitled to payment for the work completed based on an accounting as of the date of the termination.

4. Contract Price and Payment

Client shall pay to Consultant as compensation for the Services the amount set forth in the fee schedule included in "Exhibit A" – Proposal for Professional Hydrogeologic Consulting Services to Alpha Borough, Warren County, New Jersey. Bills shall be submitted on Alpha Borough vouchers in accordance with Borough payment procedures and shall be processed by the Borough in the regular course of business. However, interest on unpaid invoices shall not be charged. It is the policy of the Borough to process and pay vouchers within 30 days of receipt where possible.

5. Force Majeure

Each party shall not be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from causes beyond its control, including, without limitation, strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.

6. Confidentiality

Unless required by law, Consultant shall not disclose the substance of any report, test or recommendation that it gives to Client in connection with the Services provided for in this Agreement; and, Consultant agrees to treat all maps, data, reports, and other proprietary information relating to the Services as confidential.

7. Compliance With Law

Consultant, in performing the Services, shall comply, and shall require compliance by any of its subcontractors, with all-applicable statutes, regulations or lawful orders of any governmental authority or agency. Client shall cooperate with Consultant in obtaining any permits or licenses required for the performance of the Services.

Certain governmental entities have mandatory contaminant reporting requirements that may apply to Consultant and Client. Both parties shall cooperate with one another in complying with such laws.

8. Notices

Any notice to be given to either party hereunder shall be given by mailing the same by First Class U.S. Mail, postage prepaid, addressed as follows:

Client:

Borough of Alpha
1001 East Boulevard
Alpha, NJ 08865

Consultant:

M² Associates Inc.
56 Country Acres Dr.
Hampton, NJ 08827-4110

9. Subcontracts

Consultant may subcontract all or any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve Consultant of any of its obligations under this Agreement.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior negotiations, representations, or agreements relating thereto, written, or oral, except to the extent that they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations, or modifications of this Agreement shall be effective unless in writing executed by Client and Consultant. There are no third party rights of benefits under this Agreement.

11. Governing Law

This Contract and the legal relations of the parties shall be governed by the laws of the State of New Jersey applicable to agreements negotiated, executed, delivered, and fully performed in such state.

12. Counterparts

This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

13. Captions

Headings of particular paragraphs are inserted only for convenience and are in no way to be construed as a part of this Contract or as a limitation of the scope of the paragraphs to which they refer.

14. Severability

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

15. Waiver

- A. No waiver of the terms, conditions and covenants of this Agreement shall be binding and effective unless the same shall be in writing signed by the parties.
- B. A waiver of any breach of the terms, conditions and covenants of this Agreement shall be for that one time only and shall not apply to any subsequent breach.

IN WITNESS WHEREOF, the parties have caused this Services Agreement to be executed on the day and year first set forth above.

M² Associates Inc.

By: 

President
M² Associates, Inc.

Borough of Alpha

By: 

Title: Craig S. Dunwell, Mayor

EXHIBIT A

Proposal for Professional Services



M² Associates Inc

Providers of Geologic, Environmental, & Groundwater Consulting Services

Water: A Natural Renewable Resource

May 25, 2021

Sean P. Canning, QPA
Purchasing Agent
Alpha Borough
1001 East Boulevard
Alpha, NJ 08865

Re: Proposal for Professional Hydrogeologic Consulting Services to Alpha Borough,
Warren County, New Jersey.

Dear Mr. Canning:

M² Associates appreciates the opportunity to submit this proposal to Alpha Borough for professional hydrogeologic consulting services. M² Associates has served in this capacity for several municipalities or municipal water departments in New Jersey. Our expertise has been employed to assist these municipalities/water departments in projects including but not limited to the following:

1. Coordinating with NJDEP to re-focus water-supply studies to locations that would augment the municipal water system and not result in expending considerable public funds on new wells that would not be permitted for use as public community supplies.
2. Developing and implementing plans to increase the municipality's Firm Capacity, thereby, allowing for extension of water service to new projects.
3. Developing and implementing a program to ensure that the municipality's water system is resilient and can sustain additional growth.
4. Providing technical expertise on contaminant impacts to the municipality's water and sewer collection systems and with respect to public works facilities.

SCOPE OF WORK

Matthew J Mulhall of M² Associates will serve as the hydrogeologic consultant in these matters. Mr. Mulhall is a Professional Geologist, licensed in the Commonwealth of Pennsylvania and a certified Subsurface Evaluator in New Jersey. Mr. Mulhall' curriculum vitae is attached.

Mr. Mulhall has direct experience testing and evaluating existing wells; identifying locations for new wells; compiling data needed to apply for and receive modified water allocation permits; and assisting a municipality in discussions with State agencies including New Jersey Department of Environmental Protection (NJDEP).

Mr. Mulhall's education and experience are summarized as follows:

1. Awarded in 1981, a Bachelor of Arts degree in Geology from Lafayette College and in 1985, a Master of Sciences degree in Geological Sciences from Northwestern University.
2. Conducted hydrogeologic studies in New Jersey for 35 years.
3. Conducted hydrogeologic evaluations including siting, installing, and testing wells, including public community water supply wells for New Jersey municipalities for 32 years.
4. Conducted and evaluated aquifer tests in public community water-supply wells in New Jersey for more than 30 years.
5. Prepared more than 27 applications and supporting hydrogeologic evaluation reports for water allocation permits submitted to NJDEP-Bureau of Water Allocation & Well Permitting.
6. Acquired water allocation permits for several municipal water departments or utilities located throughout New Jersey.
7. Conducted fate and transport assessments of impacts of contaminants to public community water-supply wells as part of hydrogeologic evaluations in support of water allocation permits and for litigation. Has testified in Superior Courts in New Jersey on fate and transport of contaminants in groundwater. Has evaluated impacts and potential impacts to municipal wells and represented municipalities in discussions with NJDEP and responsible parties.
8. Conducted fate and transport assessments with respect to other municipal infrastructure such as the sewer collection system and public work's facility and assisted the municipality as technical expert in these matters with NJDEP.
9. Represented more than 12 municipalities in matters at NJDEP.

PROPOSAL REQUIREMENTS

QUALIFICATION STATEMENT

M² Associates will provide Alpha Borough with professional hydrogeologic and geologic consulting services with respect to the Borough's water-supply system as needed. These services may include selecting locations for new test and production wells, conducting aquifer tests and analyzing the resulting data, evaluating re-development needs for existing wells, preparing applications and supporting hydrogeologic evaluations to modify water allocation permits and addressing Firm Capacity requirements.



M² Associates has provided hydrogeologic and geologic consulting services in the past 5 years, to the following:

- Flemington Borough, Hunterdon County,
- Livingston Township, Essex County
- Rockaway Township, Morris County
- City of Orange Township, Essex County
- City of Garfield, Bergen County
- Borough of Florham Park, Morris County
- Borough of Milford, Hunterdon County.

We have conducted water-resource evaluations and prepared hydrogeologic reports and applications for water allocation permits for several wells completed in carbonate rock essentially identical to the bedrock beneath Alpha Borough including in nearby Holland Township, Hunterdon County.

KEY PERSONNEL INFORMATION

Mr. Mulhall will provide the hydrogeologic consulting services to Alpha Borough. A copy of Mr. Mulhall's curriculum vitae is provided in Attachment A.

PROPOSAL FORMS

Provided in Attachment B are the proposal forms listed as follows:

1. Certificate of Employee Information Report,
2. Business Registration Certificate.

SERVICING OFFICE

M² Associates will provide these hydrogeologic and geologic consulting services from our office located as follows:

M² Associates, Inc.
56 Country Acres Dr.
Hampton, New Jersey 08827
(908) 238-0827

FEE SCHEDULE

M² Associates fee schedule for Alpha Borough will be as follows:

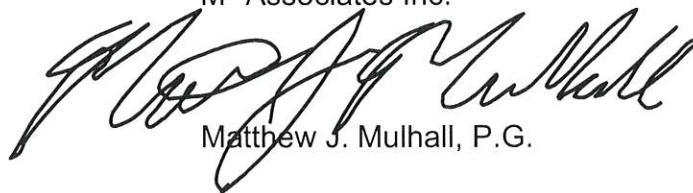
Fee Schedule for M² Associates

<u>Professional</u>	Rate	Per Unit
Hydrogeologist	\$150	Hour
Field Sampling Staff	\$105	Hour
<u>Expenses</u>		
Mileage for Meetings outside Borough	\$0.54	mile
pH, TDS, Conductivity meter	\$35	day
Dissolved Oxygen meter	\$85	day
Sampling Pump & Tubing	\$85	well/day
Pressure Transducer/Data Logger	\$175	well/day

Mr. Mulhall will serve as the hydrogeologist and will bill at a rate of \$150 per hour. If Mr. Mulhall is requested to provide expert testimony or litigation support, a fee schedule for those services will be provided at that time. Field personnel assisting Mr. Mulhall will be billed at a rate of \$105 per hour. Fees for expenses for travel to meetings such as at NJDEP and for equipment used in sample procurement or aquifer testing are listed in the fee schedule.

M² Associates looks forward to working with the Alpha Borough completing water-supply projects currently underway and to make the Borough's system resilient to meet growing demands. If you have any questions, please call Matt Mulhall at (908) 238-0827.

Respectfully submitted,
M² Associates Inc.



Matthew J. Mulhall, P.G.