

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2014-396

Council Meeting Date: 12-01-2014

Date Adopted: 12-01-2014

TITLE RESOLUTION ACCEPTING THE PROPOSAL OF MASER
CONSULTING P.A. FOR LICENSED SITE REMEDIATION
PROFESSIONAL FOR THE PUBLIC WORKS COMPLEX

Councilperson Muñoz submitted the following resolution, which was duly seconded
by Councilperson Kapner.

WHEREAS, the Borough of New Providence has a need to acquire Professional Environmental Engineering Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19-44A-20.5; and

WHEREAS, Maser Consulting P.A. has submitted a proposal dated November 24, 2014 indicating they will provide professional Site Remediation services to bring the groundwater investigation at the Public Works facility towards regulatory closure, for an amount not to exceed \$14,200.00; and

WHEREAS, Maser Consulting was awarded a contract with the Borough of New Providence via Resolution 2014-23, and fees assessed with this project are contained in said contract; and

WHEREAS Maser Consulting has completed and submitted a Business Entity Disclosure Certificate which certifies that Maser Consulting has not made any reportable contributions to a political or candidate committee in the Borough of New Providence in the previous one year, and that the contract will prohibit Maser Consulting from making any reportable contributions through the term of the contract, and

WHEREAS, the maximum amount of the contract is not to exceed \$14,200.00, and said funds are available from account 10-14-001-301-2-07410, and have been certified by the Chief Financial Officer; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-5) requires that the resolution authorizing and awarding of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of New Providence that they hereby agree as follows:

1. The Mayor and Borough Clerk are hereby authorized and directed to execute the attached agreement with Maser Consulting for Professional Environmental Engineering and Inspection Services.
2. Such contract is awarded without competitive bids as a "professional service" in accordance with N.J.S.A. 40A:11-5(1) (a) of the Local Public Contracts Law, because the services to be rendered are professional in nature and are unspecifiable as to requirements for performance. Such services must be rendered by a person particularly trained and licensed in this area, which requires extensive specific education and long experience in both the Federal and State procedural requirements.
3. A notice of this action shall be published once in the Courier News.

APPROVED, this 1st day of December, 2014.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
HERN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 1st day of December, 2014.

Wendi B. Barry, Borough Clerk



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

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November 24, 2014

VIA E-MAIL & U.S. MAIL

Mr. Douglas Marvin,
Borough Administrator
Borough of New Providence
360 Elkwood Avenue
New Providence, NJ 07974
Maser Project N

Re: Sampling and Analysis of Groundwater Monitoring Wells:
New Providence Public Works Complex
Union County, New Jersey
MC Proposal # NPT-402P

Dear Mr. Marvin:

Maser Consulting P.A. (Maser Consulting) is pleased to present this proposal for Licensed Site Remediation Professional (LSRP) and environmental services to bring the groundwater investigation at the Public Works facility toward regulatory closure.

According to a review of the New Jersey Department of Environmental Protection (NJDEP) files and the Borough's files, and supported by a file search chronology (see attached for the list of documents reviewed) prepared by Maser Consulting, this project remains open. In order to move the project toward closure, we propose to resume the former groundwater sampling and monitoring program that appears to have been discontinued several years ago. The last groundwater data dates back to the 2004 to 2007 time period according to the project chronology (attached). Although the chronology indicates that the Borough was in receipt of proposals to continue the monitoring program, it appears that authorization to proceed was never issued. Historical data from the 2004 sampling shows that several wells on the property continued to have contaminant concentrations that exceeded the NJDEP clean-up standards. The last available Report reviewed was dated 2004 at which time several wells were impacted above NJDEP groundwater standards. Accordingly, in order for the project to be closed under NJDEP regulations, a groundwater quality assessment needs to be performed. The program proposed herein will provide the first –and depending on results—possibly one of the last elements in that process.

Chris Korshalla, PE, LSRP of Maser was retained to remediate the site on February 25, 2013. The site is now in compliance with NJDEP as the LSRP retention was completed along with the Initial Receptor Evaluation.

Client's Initials _____



Firm Experience and Qualifications

Maser Consulting's environmental department has broad and extensive experience in various aspects of soil, vapor and groundwater contamination investigations and remediation in varied hydrogeologic settings dealing with a wide array of environmental issues. Staff members have been involved in many aspects of these projects from initial discovery through investigation and remediation, and via the new RAO process. David J. Keil, PG will serve as program manager. He will be supported by Chris Korshalla, LSRP to ensure that all program elements comply with NJDEP SRRA and LSRP requirements. Both Mr. Keil and Mr. Korshalla have successfully completed hundreds of similar site investigations over the course of their careers and have brought many of those projects to regulatory closure.

The LSRP is often termed the "Gate Keeper" as they are charged with the review and approvals of the other professionals, (i.e. civil engineers, architects, landscape architects and geotechnical) plans and construction and certifies that all of the rules contained in ARRCS have been satisfied.

This proposal is divided into five sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Technical Staff Hourly Rate Schedule
- Section IV – 2014 Rate Schedule - Reproduction and Miscellaneous Charges
- Section V – Client Contract Authorization

The following scope of services has been separated into phases so that it may be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Maser Consulting to meet project schedules.

SECTION I – SCOPE OF SERVICES

Based on information obtained during the file review and a site reconnaissance visit performed in June, 2014, we propose to complete the following:

TASK 1.0 LSRP OVERSIGHT

Maser Consulting will provide LSRP Oversight services for the duration of the project. The LRSP is responsible to ensure that all elements of the project are performed under the direct supervision of the LSRP program and according to State regulations.

Task 1.0 - Lump Sum Fee

\$1,500.00



TASK 2.0 HEALTH & SAFETY PLAN

Maser Consulting will prepare a site specific health and safety plan for our personnel. We will provide a copy of the health and safety plan to the client and its contractors, where appropriate, in order for their own Health & Safety Plan to be consistent with ours.

Task 2.0 - Lump Sum Fee **\$500.00**

TASK 3.0 GROUNDWATER SAMPLING

Maser will collect groundwater samples from eight (8) monitoring wells MW-1, MW-2, MW-3, MW-4, MW-5, MW-6, MW-7 and MW-8 in accordance with the NJDEP Low-Flow Purging and Sampling Guidance. Prior to low-flow purging and sampling, static water levels will be measured in each well to evaluate groundwater flow direction per NJAC 7:26E-4.4(h)3ii. Groundwater samples from the wells will be laboratory analyzed for volatile organic compounds TCL VOA +10. One round of groundwater sampling is included in the estimate. It is assumed that the existing monitoring wells on site remain in good physical condition and are acceptable for collection of groundwater samples. To ensure this is the case, we have included costs to open and inspect each well, sound each well for integrity and functionality and determine whether a representative sample can be collected. This is a precautionary measure-born for the fact the wells have stood idle for as many as eight years, and designed to minimize subcontractor costs to prepare each well for sampling.

It is noted that only one round of groundwater sampling is proposed. Should this round of groundwater sampling indicate that the groundwater quality standards have been achieved, Maser Consulting will initiate the Response Action Outcome (see Task 5.0). If the groundwater quality standards are not achieved, Maser Consulting will prepare a proposal for additional work including but not limited to a second round of groundwater sampling and the preparation of a Classification Exemption Area, as per the NJDEP requirements.

A lump sum cost estimate for the initial round of groundwater sampling is provided below. It is noted there is approximately \$2,800.00 of subcontractor's (sampling, lab analysis) costs associated with this estimated three day field effort.

Task 3.0 - Lump Sum Fee **\$6,200.00**

TASK 4.0 - REPORTING

Following sample analysis, Maser Consulting will review, compile, tabulate and interpret the groundwater quality results. We will issue our findings in a report which will include a descriptive summary of the procedures and methods employed, data tables with the information obtained from the field efforts, as well as other pertinent information. We will also photo-document the field effort and provide select photographs in the report. Maser Consulting will also provide a summary of its conclusion and recommendations.



We expect a report of our findings will be available approximately two weeks following receipt of the laboratory analytical data.

Task 4.0 - Lump Sum Fee **\$4,000.00**

TASK 5.0 RESPONSE ACTION OUTCOME

Upon completion of the groundwater sampling proposed in Task 3 above, the LSRP will evaluate if groundwater quality is compliant with the NJDEP Groundwater Quality Standards (GWQS). If the results indicate that the GWQS are not exceeded, a Response Action Outcome (RAO) will be prepared for the site. We will prepare the required paperwork and submit to NJDEP. The RAO form will need to be signed by both the LSRP and a responsible party representative.

Note that should groundwater sampling indicate non-compliance with the GWQS, this Task will not be performed. Instead Maser Consulting will provide a cost estimate for a second round for groundwater sampling and apply to the NJDEP for the establishment of a Classification Exemption Area (CEA).

Task 5.0 Lump Sum Fee (if needed) **\$2,000.00**

SCHEDULE OF FEES

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

PHASE 1.0	LSRP OVERSIGHT	\$ 1,500.00
PHASE 2.0	HEALTH AND SAFTEY PLAN	\$ 500.00
PHASE 3.0	GROUNDWATER SAMPLING	\$ 6,200.00
PHASE 4.0	REPORTING	\$ 4,000.00
PHASE 5.0	RESPONSE ACTION OUTCOME (if needed)	<u>\$ 2,000.00</u>

Total: **\$14,200.00**

This Contract and Fee Schedule are based upon the current Maser Consulting P.A. Business Terms and Conditions. Delivery, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.

EXCLUSIONS AND UNDERSTANDINGS

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Maser Consulting P.A. may prepare an addendum to this agreement for your review,



outlining the scope of additional services and associated professional fees with regard to the extra services.



SECTION II – BUSINESS TERMS AND CONDITIONS

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. **NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.**

3.0 INVOICES:

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 20 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Maser Consulting P.A. bills are payable in full UPON RECEIPT and **payment is expected within thirty (30) days.** We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to an attorney for collection. Client shall be responsible for court costs and reasonable attorney fees.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

5.0 RETAINER:

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.

7.0 UTILITIES:

In the execution of our services, Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or



damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

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

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

9.0 SUBCONTRACTORS:

Maser Consulting P.A. prefers that its Clients directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such contractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors, or for their failure to perform any work, regardless of whether we hire them directly as subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another contractor or subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those contractors or subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those contractors or subcontractors pursuant to the contractors' or subcontractors' agreements with Maser Consulting P.A. to the Client.

10.0 AGREED REMEDY:

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

12.0 INDEMNIFICATION:

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.



13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A. Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, 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 is satisfied with 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 Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.



SECTION III – 2014 RATE SCHEDULE

TECHNICAL STAFF RATES

BILLING TITLES	HOURLY RATES
Principal.....	195.00
Senior Technical Director.....	190.00
Senior Project Professional.....	185.00
Senior Project Manager.....	175.00
Project Professional.....	170.00
Technical Director.....	160.00
Project Manager.....	155.00
Senior Project Specialist.....	145.00
Senior Technical Professional.....	140.00
Project Specialist.....	135.00
Senior Technical Specialist.....	130.00
Technical Professional.....	125.00
Senior Specialist.....	120.00
Technical Specialist.....	110.00
Specialist.....	100.00
Senior Data Technician.....	95.00
Senior Technical Assistant.....	85.00
Technical Assistant.....	75.00
Data / Field Technician.....	65.00
Survey Crew – 2 Man.....	200.00
Survey Crew – 1 Man.....	170.00
Expert.....	250.00
Sr. LSRP.....	225.00
LSRP.....	190.00

REIMBURSABLE EXPENSES

General Expenses.....	Cost + 15%
Mileage Reimbursement*.....	0.55 / Per Mile
Travel (Hotel, Airfare, Meals).....	Cost
Printing.....	2.85 / Each
Computer Mylars / Color Plots.....	40.00 / Each
Color Copies.....	1.50 / Each
Document Binding.....	3.00 / Each
Compact Disk CD/DVD.....	45.00 / Each
Bulk Printing.....	Cost
Sub-Consultants/Sub-Contractors.....	Cost + 15%

* Mileage reimbursement subject to change based upon IRS standard mileage rate.

RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2014

Client's Initials _____



SECTION IV – CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please initial each sheet, sign where indicated above in Section IV, and return one signed copy to this office. Invoices are due within 30 days. This proposal is valid until August 9, 2014.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

David J. Keil, P.G.
Geographic Discipline Leader

A handwritten signature in black ink, appearing to read 'R. Zelle'.

Robert L. Zelle, P.G., LSRP
Senior Principal
Director of Environmental Services

RLZ/DJK/CK/dw

cc: Andrew Hipolt, Borough Engineer

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Correspondence	8-Nov-01	PMK to NJDEP	Letter indicates that the tank removed was 3,000 gallons, not 2,000 gallons as originally believed. Payment of \$300 to State of NJ for tank registration was included.
Underground Storage Tank Closure Plan	7-Dec-01	N/A	form documents the closure of the 3,000 gallon heating oil UST at the Senior Center.
Notice of deficiency	2-Jan-02	NJDEP To Eric Carpenter/PMK Group	Notice identifies discrepancies with the UST information sent by PMK to the State. Clarifications are sought
Remedial Action Report	January 2002 (circa)	A.T. Cameron, PG	RAR documents that removal of tanks from the senior center, disposal of contaminated water and oil, assessment of groundwater and spoils and a recommendation for closure.
Correspondence	9-Jan-02	Eric Carpenter/PMK Group to Gregory Cunningham/NJDEP	letter provides clarification of the January 2, 2002 notice of deficiency letter issued by NJDEP
Correspondence	26-Feb-02	H.R. Patel/NJDEP to Ram Tirumala/PMK Group	Notes that the electronic data submittal received by the DEP can not be used as it does not comply with the submittal requirements.
Notice of Deficiency	27-Feb-02	H.R. Patel/NJDEP to Frank Dobiszewski/Borough of New Providence	letter identifies deficiencies to the Remedial Investigation Report received on February 21, 2002.
Notice of Violation	8-May-02	Vince Krisak/NJDEP to Frank Dobiszewski/Borough of New Providence	letter indicates failure of the Borough to comply with UST closure requirements, the site will remain on the Comprehensive Site List as an administratively deficient site. Once deficiencies are addressed, the site will be reassigned for case manager review.
Correspondence	unconfirmed	Josh Gradwohl/NJDEP to A. T. Cameron/Fuel Tank Maintenance	letter cites that the tank closures were performed without NJDEP approval. Letter also cites fines and penalties for non compliance.
Correspondence	8-Mar-02	Eric Carpenter/PMK Group to H.R. Patel. NJDEP	letter indicated the data disk returned to PMK by DEP is OK. Disk is sent back to DEP.
Correspondence	19-Mar-02	Vincent Krisak/NJDEP to Mayor Allen Morgan/Borough of New Providence	no further action is approved RE: New Providence Senior Center. Notice is executed by Mayor Morgan on April 4, 2002.
Correspondence	1-Apr-04	Joseph Eaker/NJDEP to Borough of New Providence	Letter indicates that the State has not received the RIR or RAW.
Proposal for one Round of Groundwater Sampling	23-Dec-04	Thomas Voss/Viron to Borough of New Providence	cost proposal for one round of groundwater sampling.
Correspondence	21-Mar-05	Thomas Voss/Viron to Borough of New Providence	letter provides justification summary for the proposed remedial action at the DPW facility at 76 Park Place
Correspondence	21-Mar-05	Thomas Voss/Viron to Borough of New Providence	revised scope of work to install a groundwater treatment system at the Department of Public Works Facility
Correspondence	6-Dec-05	Thomas Voss/Viron to Borough of New Providence	submittal of costs for additional groundwater sampling
Correspondence	29-Jul-07	Thomas Voss/Viron to Borough of New Providence	submittal of costs for additional groundwater sampling.
Correspondence	1-Jun-11	NJDEP to Borough of New Providence	letter reminds Borough about site remediation requirements at the Public Works Complex. Encourages Borough to hire a LSRP.
Correspondence	22-Jun-11	NJDEP to Frank Dobiszewski/Borough of New Providence	Letter cites deficiencies in the Remedial Investigation Report for the New Providence Senior Center. Attached to this letter is a February 27, 2002 Notice of Deficiency for the UST Closure Project also at the Senior Center
Site Remediation LSRP Annual Fee	4-Oct-12	NJDEP to Borough of New Providence	Invoice for LSRP Annual Fee (\$1,350)
Correspondence (Final Notice)	18-Oct-12	NJDEP to Borough of New Providence	Letter demands full payment for the required fees with 14 days or the Department may seek maximum statutory penalties
Proposal	October 31, 2013	Maser Consulting to Borough of New Providence	Proposal to provide engineering services for the UST closures at the Senior Center
Receptor Evaluation Report	5-Feb-13	N/A	RER submitted to NJDEP by Maser Consulting on behalf of the Borough
Proposal	11-Feb-13	Maser Consulting to Borough of New Providence	proposal for engineering services for the closure of UST's at the Public Works Complex
Resolution	6-Mar-13	N/A	Borough authorizes Maser Consulting to provide environmental engineering services
Correspondence	1-Mar-13	NJDEP to Borough of New Providence	notifies Borough that the Department has conducted a Remedial Priority System model and requests that the Borough review the information as it relates to environmental risk
Correspondence	17-Jun-13	NJDEP to Borough of New Providence	letter notifies Borough that the required Remedial Investigations have not been completed.