

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
ARH ASSOCIATES**

**THIS CONTRACT** is made effective this 1<sup>st</sup> day of **October, 2016**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **ARH ASSOCIATES**, with offices at 215 Bellevue Avenue, P.O. Box 579, Hammonton, NJ 08037, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there is a need for additional environmental work to address requirements of NJDEP Case #12-12-16-1234-56 relative to the County's Mosquito Building Facility at 239 Delsea Drive, Sewell, NJ 08080; and

**WHEREAS**, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and Contractor hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** This contract shall be for the period of one (1) year from October 1, 2016 to September 30, 2017.
2. **COMPENSATION.** This Contract shall be in an amount not to exceed \$11,000.00. It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in Contractor's Proposal for Services dated September 15, 2016, identified as Attachment A. This proposal is only referenced with regard to the duties of the Contractor and for no other reason. Attachment A is incorporated into, and made part of this Contract, by reference

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:



The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Office setting for the provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, stat that all qualified applicants will received consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous place available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**5. LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

**6. TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the RFP or Bid Specifications, whichever the case may be, which are specifically referred to and incorporated herein by reference.



B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any third-party claim, loss, liability, expense (specifically including but not limited to costs, reasonable counsel fees and/or reasonable experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.



9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contractor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become



invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

19. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

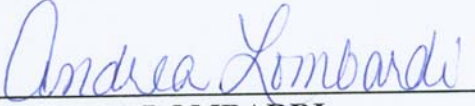
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document and Attachment A. Should there occur a conflict between this form of contract and Attachment A, then this Contract shall prevail.

**THIS CONTRACT** is effective as of this 1<sup>st</sup> day of **October, 2016**.

**IN WITNESS WHEREOF**, the Gloucester County Purchasing Agent, pursuant to authority granted to him and set forth in the County Administrative Code has executed this Agreement and Contractor's authorized representative has executed this Agreement on the date indicated herein.

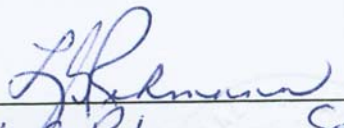
**ATTEST:**

  
\_\_\_\_\_  
**ANDREA LOMBARDI,**  
**PRINCIPAL CLERK TYPIST**

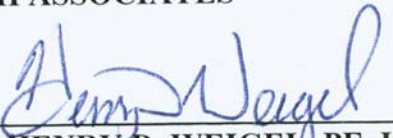
**COUNTY OF GLOUCESTER**

  
\_\_\_\_\_  
**PETER M. MERCANTI,**  
**PURCHASING DIRECTOR**

**WITNESS:**

  
\_\_\_\_\_  
**L.B. Rehmann, Secretary**

**ARH ASSOCIATES**

  
\_\_\_\_\_  
**By: HENRY D. WEIGEL, PE, LSRP,**  
**SR. PROJECT ENGINEER**



**Principals**

Richard Rehmann, GISP  
Chris Rehmann, PE, CME, PP, PLS  
Richard Heggan, PLS, PP  
Robert Heggan, PLS, PP

September 15, 2016

Peter Mercanti  
Gloucester County Dept. of Purchasing  
PO Box 337  
Woodbury, NJ 08096

Re: *Gloucester County Mosquito Commission*  
*239 Delsea Drive*  
*Washington Township, Gloucester Co, NJ*  
*NJDEP Case #12-12-16-1234-56*  
*SRP PI #011282*  
*ARH #78-00018*

Dear Mr. Mercanti:

In response to our recent discussions, the following proposal has been prepared for the additional environmental work required to address specific environmental issues related to the County's Mosquito Building facility.

Historically, the subject site operated as the County's Mosquito Commission facility from circa-1970 until 2008. Environmental investigations at the site were initiated in July 1990 (by others) with the removal of a 1,000-gallon underground storage tank (UST). In June 1994, two additional USTs were removed; and in response, NJDEP issued a no further action (NFA) letter for the UST work on November 21, 2005.

Over the years, several other areas of concern (AOCs) were identified on-site. In August 2011, soil sampling (by others) identified the presence of a pesticide (DDT) at concentrations above the State standards. This pesticide impact was reported to the State and assigned case number 11-09-28-15-16-09. The pesticide impacted area was later remediated (excavation & disposal) and an AOC-specific response action outcome (RAO) letter was issued in October 2012 (by others) to close the September 2011 case.

During additional sampling events conducted at the site (by others) in November 2012 petroleum contaminant impacts to both soil and groundwater were discovered. These impacts were reported to the State and assigned case number 12-12-16-1234-56. Specific to the December 2012 discharge case and the outstanding AOCs, ARH Associates was retained by the County in October 2014 to formalize a Site Investigation (SI) report and to continue the remedial investigative (RI) work at the property. In response, a *Site Investigation Report* was completed/ submitted in February 2015. Likewise, a *Remedial Investigation Report* was completed/ submitted in January 2016. Included with the RI submittal was a case inventory document (CID), which identified the following AOCs and 'current' status:

AOC A: 250-gal Waste Oil AST; removed, but additional remedial activities are required.

AOC B1: 1,000-gallon Gasoline UST; removed (1991), but additional remedial activities are required.

**ARH Associates**

Corporate Headquarters – 215 Bellevue Avenue – PO Box 579 – Hammonton, NJ 08037 – 609.561.0482 – fax 609.567.8909  
Bloomfield Office – 2 Broad Street – Suite 602 – Bloomfield, NJ 07003 – 973.337.8562 – fax 973.337.8876

[www.arh-us.com](http://www.arh-us.com)





AOC B2: 1,000-gallon Gasoline UST & 550-gal Diesel Fuel UST; removed (1994). NJDEP issued a no further action (NFA) letter for the UST closure work in November 2005, but additional remedial activities are required.

AOC C: Floor Drains; an NFA determination appears to be appropriate for this AOC.

AOC D: Storage Area/ Pole Barn; additional remedial activities are required.

AOC E: Cess Pool/ Septic System; additional remedial activities are required.

AOC F: Loading Ramp; additional remedial activities are required.

AOC G: Groundwater (general); additional remedial activities are required.

AOC H: Asphalt Millings; additional activities are required.

Receptor Evaluation: Potential issues concerning land use, groundwater use and vapor intrusion were identified in connection with the subject site.

Specific to the RI report, the following summary is provided for the soil impacts:

- The soil samples collected to assess the pesticide impacted soils in the area of the former AST (AOC A) show that impacts have been delineated horizontally to the northeast, southeast and southwest. Although the horizontal delineation to the northwest is open to discussion, it appears that the area encompasses at least 1,320 square feet (SF). Vertically, the impacts exist in the surficial soils and were delineated at one location, which was 'clean' at 3 to 3.5 feet below grade.
- The soil samples collected to assess the Benzene impacted soils in the area of the former USTs (AOC B) and cess pool/ septic system (AOC E) show that impacts have been fully delineated horizontally, and it appears that the area encompasses  $\pm 6,720$  SF. Vertically, the impacts coincide with the smear zone associated with the groundwater interface which exists at a depth of approximately 13 to 15 feet below grade.
- The soil samples collected to assess the pesticide impacted soils in the area of the pole barn/ storage area (AOC D) show that impacts have been fully delineated horizontally, and it appears that the area encompasses  $\pm 4,240$  SF. Vertically, the impacts exist in the surficial soils and were delineated at two locations, which were 'clean' at 1.5 to 2 feet below grade.
- The soil samples collected to assess the pesticide impacted soils in the area of the loading ramp (AOC F) show that impacts have been delineated horizontally to the west and possibly to the north. Although the horizontal delineation to the east and south is open to discussion, it appears that the area encompasses at least 7,850 SF. Vertically, the impacts exist in the surficial soils and were delineated at one location, which was 'clean' at 3 to 3.5 feet below grade.
- The soil samples collected to assess the asphalt millings (AOC H) confirm that they are 'impacted' with PAHs. If left in piles on-site, then the asphalt millings will need to be removed and properly disposed off-site. However, as confirmed by Chris Dwyer (NJDEP) during his inspection of the site in August 2015, the  $\pm 2$  small piles of millings would no longer be a concern if they were spread in the appropriate area as part of the parking lot 'improvement'.

Likewise, the following summary is provided for the groundwater impacts. The contaminant plume appears to be centered near the former gasoline UST (AOC B1) and extends southward down thru the





area of the other former gasoline UST (AOC B2). The groundwater plume is essentially delineated to the north (MW-4) and east (MW-3), and can likely be extrapolated to the west (MW-5). However, the plume is not well defined to the south, in that the most down-gradient well in this direction (MW-6) exhibited elevated contaminant concentrations. Note that a site-wide groundwater classification exception area (CEA) was 'proposed' for the property in March 2016.

Based upon the background information provided above, the following tasks are proposed to advance this case towards closure.

### **LSRP & NJDEP Regulatory Support**

**\$2,250**

This task is geared towards maintaining compliance with the State's Site Remediation Reform Act (SRRA) requirements, including the preparation of several NJDEP forms and deliverables and related activities. These forms/ deliverables include, but may not necessarily be limited to:

- Updating the case inventory document (CID) as needed for the various key document submittals included as part of this project phase.
- E-filing a new *LSRP Notification of Retention* form, at the start of the project.
- Updating the *Annual Remediation Fee Reporting* form and *Cover/Certification* form. Also, if needed, updating the *CEA/Well Restriction Area (WRA) Fact Sheet* form, *Full Laboratory Data Deliverables* form, and *Public Notification and Outreach* form.
- Preparing the *Remedial Action Workplan* form.
- Providing regulatory support and any necessary communications with the NJDEP, other LSRPs, and Gloucester County staff to complete the NJDEP required work tasks.

As part of this task, ARH will provide for an LSRP for the project, who will manage, supervise, and/or perform such services, as appropriate; and review/ evaluate the work of others who perform environmental investigation/ remediation services related to the site. It is acknowledged that the LSRP's chief priority is the "protection of public health and safety and the environment."

As needed, the LSRP will also work with the project team in the required planning and implementation of the necessary investigations, remediation, and documentation of the delineation and attainment of remedial standards for soil, groundwater, ecological, and vapor intrusion media as applicable at all AOCs.

The LSRP will also determine applicable regulations, develop project-specific timeframes, and identify tasks necessary to maintain compliance with applicable NJDEP statutes, rules, and guidance. Management of these regulatory items, along with technical tasks, includes tracking deadlines, regulatory triggers, and the overall project schedule. The LSRP will work closely with the County and the project manager to ensure that the project is efficiently managed.

In addition, this task includes the oversight of all the referenced activities inclusive of meetings, conference calls, administrative work, and correspondence necessary for the successful completion of the project, unless specifically included in another task. Costs to coordinate internal and external resources, communicate with the client and involved third parties, maintain the project schedule,





and manage general project requirements are also included in this task. As for meetings with County staff, up to two (2) are included in the cost proposed for this task.

### **Task 3 – Remedial Alternatives Analysis**

**\$3,275**

This task is geared towards assessing viable remedial action (RA) alternatives for the subject site. ARH staff will assess the merits (i.e., projected short- and long-term costs, environmental restrictions, etc.) of each alternative. For the purpose of this proposal, it is assumed that the do-nothing alternative is not an option. Additionally, it is assumed that ARH will assess both administrative (Deed Notice/ RA Permit) and active (excavation/ disposal and in-situ chemical oxidation) RA alternatives for the soil impacts. Likewise, it is assumed that ARH will assess both administrative (CEA/ RA Permit) and active (in-situ chemical oxidation) RA alternatives for the groundwater impacts. These alternatives will be presented to the County in a formal report; and this proposal includes the cost for one (1) meeting with County staff to review the RA alternatives.

As part of the analysis to be conducted by ARH, it is acknowledged that a certain level of media sampling will be required. For the purpose of this proposal, it is assumed that the following sampling will be conducted as part of this task:

- Install three (3) 'temporary' groundwater monitoring wells via a geoprobe unit; noting that groundwater exists on-site at an approximate depth of 15 feet. One well will be installed on the west side of the Garage/ Office/ Workshop Building near the northern property boundary to better to define the up-gradient edge of the plume; one well will be installed on the west side of the Pole Barn Building near the western property boundary to better to define the side-gradient edge of the plume; and one well will be installed  $\pm 210$  feet south of the Garage/ Office/ Workshop Building near the southern property boundary to better to define the down-gradient edge of the plume.
- Collect of one (1) round of groundwater samples, from the three (3) new/ temporary monitoring wells and the two existing/ most impacted monitoring wells (MW-1 & -2). Additionally, collect one water sample from the potable well on-site. These six (6) samples will be laboratory analyzed for the contaminants of concern (COCs); assumed to be volatile organics with a forward library search (VO+10).

For the purpose of this proposal, it is assumed that:

- A Deed Notice will be acceptable to the County (and NJDEP) to restrict the use of the property such that the State's non-residential direct contact soil cleanup criteria (NRDCSCC) become the applicable standard. If so, the collection of additional soil samples to better delineate the pesticide impacted soils in the area of the former AST (AOC A) and the loading ramp (AOC F) is not warranted.
- The collection of additional soil samples to better delineate the Benzene impacted soils in the area of the former USTs (AOC B) and cess pool/ septic system (AOC E) is not warranted.
- The collection/ analysis of any additional analytical parameters and/or physical soil properties that might be required for the various RA alternatives. will be considered extra work and, as such, would be the subject of a separate proposal.





### **Remedial Action Workplan**

**\$1,750**

This task is for the preparation of a Remedial Action Workplan (RAW) for each AOC requiring a remedial action. The RAW will be based upon the RA alternatives presented by ARH and selected by the County. For each AOC, the RAW will include the following, as applicable:

- A summary of the findings and recommendations from the RI Report;
- A description of any interim remedial measures previously implemented;
- The identification of each area of concern where the remedial action will be implemented, including:
  - The horizontal and vertical extent of the area to be remediated correlated to the extent of contamination; and
  - The volume of the contamination to be treated or removed for each environmental medium;
- A detailed description of the remedial action and the remedial technology to be used for the area of concern, including the results of any bench scale, pilot test or design studies;
- Identification of all applicable remediation standards;
- A plan to evaluate the effectiveness of the remedial action;
- A perimeter air monitoring and action plan to be implemented during a remedial action, if applicable, designed to monitor and control off-site excursion of dust, vapor and odors;
- A list of all required permits;
- A fill use plan that complies with N.J.A.C. 7:26E-5.2, if applicable;
- A plan to restore the site after implementing the remedial action, if applicable; and
- The proposed completion date of the remedial action and a schedule of the remedial action for the initiation and completion of each remedial action task, pursuant to the required regulatory timeframe at NJAC 7:26E-5.8.

### **Remedial Action Plans & Specifications**

**\$2,750**

This task is for the preparation of remedial action plans & specifications by ARH such that the County can go out to Public Bid for the specific remedial action(s) proposed by the LSRP in the RAW and approved by NJDEP (if required). The plans & specifications will be the technical portion of the overall bid document, assuming that the County will utilize their standard 'fronts & backs'. For the purpose of this proposal, it is also assumed that the County will assemble & advertise the bid package and receive & open the bids. During the bid process, ARH staff will be available to answer bidder's questions, participate in the pre-bid meeting on-site, review bids, and provide the County with a recommendation for award.





### Assumptions

- Work assumes unrestricted access to the site and all monitoring well/ soil sampling locations.
- All 'drill' cuttings (soil) and well development water will be discharged to the ground surface on-site, unless they demonstrate gross contamination whereby they will be drummed for off-site disposal. The cost of supplying drums and disposal of same, if required, is not included in this proposal and would be invoiced as an extra.
- All laboratory fees included as part of this proposal are based a standard laboratory turn-around-time (TAT) of 10 work days. If expedited TATs are requested by the client, the additional cost associated with same will be considered extra work and invoiced as such.
- All on-site work to be conducted in Level D personal protective equipment (PPE), maximum.
- Owner will provide all traffic and pedestrian management, if needed.

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For budgetary purposes, ARH estimates the cost to perform the work as outlined above to be **\$10,025.00**; except for extra work requested by the client or mandated by NJDEP and/or revised as per the unit costs/ estimates provided. This dollar amount includes mileage, reproduction, and other reasonable out-of-pocket expenses and does not include work that is not specifically noted in the proposal. This proposal assumes our access to the site and all relevant existing data concerning the project.

Bills will be rendered periodically as the work progresses and be due when rendered and considered past due thirty (30) days thereafter. A service charge of 1-½% per month (18% per annum) will be added to any invoiced amounts which remain unpaid after thirty (30) days. The client further agrees to be responsible for and to pay all collection costs, including reasonable attorney fees for invoices not paid within the timeframe specified.

The terms and conditions of this proposal constitute the entire agreement between the parties pertaining to the work and supersede all inquiries, proposals, agreements, negotiations and commitments, whether written or oral, prior to the date of execution of this contract pertaining to the work on this contract. The provisions of this contract may be changed only by a writing executed by the parties to this contract.

We trust that you will find this proposal satisfactory. If so, please approve in the space provided below and return the original to our office.

*This proposal is acceptable as stated, and I hereby authorize Adams, Rehmann & Heggan Associates, Inc. (ARH) to proceed with the work as outlined above. Additionally, I agree to hold ARH harmless for any claims or penalties assessed by NJDEP or other agencies for my failure to comply with the regulatory and mandatory timeframes set forth in the applicable regulations or other recalcitrant actions including providing untrue, inaccurate or incomplete information.*





\_\_\_\_\_  
*Authorizing Signature*

\_\_\_\_\_  
*Date*

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With the completion of the work proposed above, the County will be in a position to award a contract to an environmental contractor to clean-up the property. In connection with the clean-up work, the County should expect another proposal from ARH (or equal) to provide the following services, with the scope being tailored to the remedial actions selected by the County: construction management/remedial action oversight, receptor evaluation update, remedial action report & permit(s), and case closure/ RAO letter.

Should you require any further information, or wish to discuss this proposal in more detail prior to authorizing the work described herein, please do not hesitate to contact me by telephone [609-561-0482 x3227] or email [hweig@arh-us.com]. Thank you for the continued opportunity to be of service.

Sincerely,

A handwritten signature in black ink, appearing to read "Henry D. Weigel".

Henry D. Weigel, PE, LSRP  
Sr. Project Engineer – Envr.