

Via: Electronic Mail
gregf@edgewaternj.org

June 24, 2014

Mr. Gregory S. Franz, Borough Administrator
Borough of Edgewater
55 River Road
Edgewater, NJ 07020

Re: Amendment to Contract
Environmental Technical Support
Veterans Field
1167 River Road
Edgewater, New Jersey 07020

Dear Mr. Franz:

First Environment, Inc. (First Environment) has prepared the following amendment to the scope-of-work and cost estimate submitted on May 13, 2014 to cover change conditions at the Veterans Field site located at 1167 River Road, Edgewater, New Jersey (the "Site"). These conditions included the collection of a significantly more number of samples based on the lack of TERMS' data. The initial scope outlined the installation of 100 to 150 borings; however, given the lack of TERMS delineation and the extents of the impacted area, ultimately 460 borings were installed and approximately 1,000 samples were collected for laboratory analysis. Furthermore, approximately 50 samples were collected from representative material stockpiles present on site. This resulted in additional time on site for both the drilling company (Environmental Test Boring) and First Environment. Based on this number of samples, First Environment negotiated a more competitive analytical price from the laboratory than that noted in the May 13, 2014 scope-of-work.

Furthermore, to accommodate requests from council members, First Environment utilized a second drill rig and deployed additional personnel to expedite the sampling process so that it could be completed by June 20th, also as requested by council members. All samples were collected in accordance with the NJDEP Field Sampling Procedures Manual dated August 2005 (FSPM).

Lastly, we are including line items that were not part of the May 13, 2014 submission, which include the following: Self Implementing Plan (SIP) preparation, Remedial Action Work Plan (RAWP) preparation, Quality Assurance Project Plan (QAPP) preparation, third party data validation, surveying, private utility markout, and additional bid specification development. A breakdown of the additional charges incurred or to be incurred by First Environment as a result of the expanded scope-of-work are provided below:



• Additional First Environment Field Personnel and Project Management	\$17,000.00
• Additional Geoprobe, Operator and Materials	\$19,560.00
• Field Vehicle and Equipment	\$ 3,500.00
• Finalize Quality Assurance Project Plan	\$ 2,500.00
• Preparation of Bid Specification	\$ 3,000.00
• Preparation of Remedial Action Work Plan	\$ 3,000.00
• Preparation of Self Implementing Plan	\$ 4,000.00
• Laboratory Analyses of an additional 867 samples @ \$55/sample	\$44,000.00
• Third Party Data Validation of 1,067 samples	\$32,000.00
• Surveying	\$ 2,000.00
• Private Utility Markout	<u>\$ 787.50</u>
Total	\$131,347.50

I trust that this is responsive to your needs. If you have any questions or comments or require additional information, please do not hesitate to contact me.

Best regards,

FIRST ENVIRONMENT, INC.



Thomas C. Bambrick, LSRP
Director of Site Investigation and Remediation

Attachment A: Authorization for Professional Services

DATE: June 24, 2014

PROJECT NAME: Veterans Field

PROJECT NUMBER: EDGEW001

CLIENT Borough of Edgewater, hereinafter referred to as "**CLIENT**"

CLIENT's ADDRESS 55 River Road, Edgewater, NJ 07020 hereby requests and authorizes FIRST ENVIRONMENT, INC. hereinafter referred to as "**CONSULTANT**" to perform the following services:

SCOPE: As set forth in attached proposal.

at SITE(S) OF WORK As set forth in attached proposal.

all pursuant to and as described in the attached proposal dated June 24, 2014

Services covered by this authorization shall be performed in accordance with PROVISIONS stated on the following pages and additional provisions, if any, as follows:

N/A

If technical or professional services are furnished by an outside source, an additional 10% shall be added to the cost of the services for **CONSULTANT's** administrative costs. An additional 0% shall also be added to direct expenses.

Approved for **CLIENT**:

Accepted by **CONSULTANT**
FIRST ENVIRONMENT, INC.:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PROVISIONS

CLIENT and **CONSULTANT** agree that the following provisions are a part of their agreement (hereinafter, this "Agreement").

1. **INVOICES:** **CONSULTANT** will submit progress invoices to **CLIENT** monthly showing charges for services and expenses and a final bill upon completion of the services. Each invoice is due on presentation and is past-due thirty (30) days from invoice date. **CLIENT** agrees to pay a finance charge of one percent (1%) per month, but not exceeding the maximum rate allowed by law, on past-due accounts. Should either party hereto bring suit in court to enforce any term of this Agreement, it is agreed that the prevailing party shall be entitled to recover his costs, expenses and reasonable attorneys' fees. **CONSULTANT** will obtain all necessary permits at the cost to the **CLIENT**.
2. **SERVICES BY CLIENT:** **CLIENT** will provide **CONSULTANT** with access to the site(s) of the work, will obtain all permits, will provide all legal services in connection with the project, unless the provision of same is specifically included in the scope-of-work. **CLIENT** shall pay the costs of checking and inspection fees, zoning application fees, soil engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, blueprints, and reproductions, and all other charges not specifically covered by the terms of this Agreement.
3. **SERVICES BY CONSULTANT:** **CONSULTANT** shall commence work upon execution of this contract and shall accomplish the scope of the work in a professional manner consistent with the standards prevailing for such services in the vicinity of the project.
4. **SERVICES DURING CONSTRUCTION:** If the scope-of-work includes any construction inspection or testing to be provided by **CONSULTANT**, it is agreed that such services are only for the purpose of determining the contractor's compliance with the functional provisions of project specifications. **CONSULTANT** in no way guarantees or insures contractor's work nor assumes responsibility for methods or appliances employed by contractor, for jobsite safety or for contractor's compliance with laws and regulations. **CLIENT** agrees that the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including assuring the safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.
5. **COST ESTIMATES:** Any projections or statements or estimates of future costs furnished by **CONSULTANT** are estimates only based on **CONSULTANT**'s experience, opinions and judgment. **CONSULTANT** is not a guarantor of any such costs and is not responsible for fluctuations or inaccuracies in construction costs or estimates due to bidding conditions or any other factors whether or not the same could have been anticipated at the time of preparation of the particular estimate.
6. **INSURANCE:** **CONSULTANT** will maintain statutory workers compensation insurance, automobile liability insurance covering bodily injury up to \$1,000,000 per occurrence and property damage up to \$500,000 per occurrence, and comprehensive general liability insurance up to \$1,000,000 per occurrence. In any case where **CLIENT** shall require greater limits or different coverages, **CLIENT** shall reimburse **CONSULTANT** for the additional premiums or other costs associated with obtaining and maintaining such coverage.
7. **WARRANTY:** The only warranty or guarantee made by **CONSULTANT** in connection with the services performed under this Agreement is that such services will be performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality. When the findings and recommendations of **CONSULTANT** are based on information supplied by **CLIENT** and others, such findings and recommendations are correct to the best of **CONSULTANT**'s knowledge and belief. No other warranty, express or implied, is made or intended by providing of consulting services or by furnishing oral or written reports of the findings made.

8. RESPONSIBILITY:

- a) If the scope-of-work which **CONSULTANT** has assumed includes the identification, investigation, assessment, containment or remediation of any hazardous waste, pollution sources, nuisance, or chemical or industrial disposal problem, which may exist at the site of the work, **CLIENT** acknowledges that neither **CONSULTANT** nor any subcontractor of **CONSULTANT** has played any part in the creation of any such condition or problem which may exist, and that **CONSULTANT** has been retained for the sole purpose of assisting the **CLIENT** in assessing any problem which may exist and in assisting the **CLIENT** in formulating a remedial program. It is recognized and agreed that **CONSULTANT** has assumed responsibility only for making the investigations, reports, and recommendations to the **CLIENT** included within the scope-of-work. Except as otherwise expressly agreed, the responsibility for making any disclosure or reports to any third party and for the undertaking, prosecution and completion of corrective, remedial, or mitigative action, shall be solely that of the **CLIENT**.
- b) If, in the **CONSULTANT**'s opinion, **CONSULTANT** is legally required to report evidence of environmental contamination to appropriate local or state agencies within a legally provided time frame, the **CONSULTANT** will inform the **CLIENT** of such circumstance prior to **CONSULTANT**'s notification to the appropriate state or local agency(ies). The **CONSULTANT** will, whenever possible, provide the **CLIENT** with the opportunity to notify the agency in lieu of the **CONSULTANT**'s notification within the legally provided time frame. However, if the **CLIENT** fails to provide such timely notification, or if despite such notification **CONSULTANT** remains responsible for such reporting, then **CLIENT** recognizes that **CONSULTANT** will comply with such obligations, and **CLIENT** authorizes and approves such action by **CONSULTANT** notwithstanding any confidentiality or other considerations which otherwise might govern **CONSULTANT**'s conduct, and, in the event any person not a party to this Agreement should make any claim against **CONSULTANT** arising out of any such notification, **CLIENT** shall defend, indemnify and hold harmless **CONSULTANT** from and against any and all loss, cost, damage and expense, including court costs and attorney's fees, resulting therefrom.

9. PROVISIONS FOR DRILLING: If the scope-of-work which **CONSULTANT** has assumed includes the drilling of borings, the installation of wells or similar activities

- a) **CLIENT** will warrant that all overhead and underground utilities have been located, and that they will not interfere with the work. Should such utilities interfere with the work, any and all relocations or repairs to such utilities, including all excavation, test pitting, and probing will be by the **CLIENT**.
- b) **CLIENT** will provide traffic and pedestrian protection as may be required.
- c) **CLIENT** will provide security measures to ensure a safe storage area for the drilling equipment and construction materials during non-working hours.
- d) **CLIENT** will protect equipment from damage caused by actions or omissions of the **CLIENT**, and/or other of **CLIENT**'s **CONSULTANT**s or contractors.
- e) **CLIENT** will at all times be responsible for and own all wastes generated by the drilling activities. **CONSULTANT** will, or will cause its subcontractor or sub-**CONSULTANT** to, place drill cuttings into drums and to pump drill fluids to a sanitary drop or another acceptable on-site location as directed by **CLIENT**.
- f) **INDEMNITY FOR INHERENT RISKS, CLIENT** recognizes that, while commonly used exploration methods, such as drilling borings or well installation may be necessary for investigations, there is an inherent risk in drilling borings or performing other exploration methods at a hazardous waste site. These risks include, but are not limited to, (1) such exploration methods may require penetration through contaminated material and into an uncontaminated aquifer or groundwater, inducing cross contamination; (2) while backfilling with grout, or other means, according to a state of practice design, is intended

to provide a seal against such passageway, it is recognized that such a seal may be imperfect. **CLIENT** agrees to hold **CONSULTANT** and its subcontractors and sub-**CONSULTANT**s harmless from any and all liability, damage, loss, cost, or expense, including legal fees, in any way arising from the claim of any third party, for loss or damage due to the said inherent risks, except as the same may arise out of the sole negligence of the **CONSULTANT** and its subcontractors and sub-**CONSULTANT**s in performance of **CONSULTANT**'s services.

10. **NONPAYMENT:** **CONSULTANT** reserves the right to suspend work or to terminate this contract at any time upon written notice for non-payment of past-due progress invoices. If, as a result of any such suspension or termination, **CLIENT** becomes subject to any penalties, fines or forfeitures for noncompliance with any provision of federal, state or local law, including any provisions of any administrative consent order or directive, **CLIENT** agrees to hold **CONSULTANT** harmless, not to bring any claim for consequential damages against **CONSULTANT**, and to indemnify **CONSULTANT** from any claims by third parties for property damage or personal injury arising from such noncompliance.
11. **TERMINATION:** **CLIENT** shall have the right at any time to terminate this Agreement upon giving three days written notice to the **CONSULTANT**. In the event of such termination, **CLIENT** shall pay all fees due to **CONSULTANT** up to that time and shall have the right to complete the project or provide supervision of construction with **CLIENT** employees, or to arrange for professional services by another firm.
12. **TITLE TO DOCUMENTS:** Drawings, specifications, and other work products of the **CONSULTANT** for this project, except working notes and internal documents, upon payment of **CONSULTANT**'s final invoice, will become the property of the **CLIENT**. Reuse of any of these drawings, specifications or other work products of the **CONSULTANT** by the **CLIENT** for other than the specific project covered in this Agreement, and the specific part of such project for which such work product was intended, or modification and use by the **CLIENT** of any documents connected with this Agreement, without the prior written permission of the **CONSULTANT** shall be entirely at the **CLIENT**'s risk, and the **CLIENT** agrees to defend, indemnify, and hold harmless the **CONSULTANT** from and against all losses, costs, damages, and expenses including attorney's fees arising out of such unauthorized reuse of the **CONSULTANT**'s work product by the **CLIENT** or by any others with whom **CLIENT** may have shared such work product. The **CONSULTANT** shall be entitled to a reproducible copy of all material furnished to the **CLIENT**, the costs of which shall be a reimbursable expense under this Agreement.
13. **AUDIT:** **CLIENT** shall have the right to inspect, examine, and audit such books, records, accounts, receipts, and vouchers of **CONSULTANT** as **CLIENT** may desire in connection with this project and **CONSULTANT** shall produce and make such books, records, accounts, receipts and vouchers available to **CLIENT** and its representatives during reasonable business hours. **CONSULTANT** reserves the right to destroy any all such records after six years following completion of the scope-of-work hereunder, or sooner as the parties may agree, and the right to store any or all such records in electronic form rather than in paper form.
14. **ADDITIONAL SERVICES:** **CLIENT** shall pay the cost of any and all extra or additional services that **CLIENT** authorizes **CONSULTANT** to perform, and all such extra or additional services shall be governed by the terms of this Agreement. **CONSULTANT** will endeavor at all times to advise **CLIENT** of any services, professional or otherwise, which may be necessary in the interest of the proper accomplishment of this project but are not provided under this Agreement.
15. **DATA AND PRIOR STUDIES:** **CLIENT** shall promptly provide to **CONSULTANT** access to and, upon request, copies of all maps, drawings, reports, data, analyses and similar information relevant to the scope-of-work undertaken by **CONSULTANT**. **CLIENT** shall identify and endorse as confidential any such material considered to be confidential by **CLIENT**. **CONSULTANT** shall keep in confidence all such material identified as confidential by **CLIENT**, provided that **CONSULTANT** may comply with any subpoena or similar legal process after notifying **CLIENT** and affording to **CLIENT** the opportunity to seek to have such legal process withdrawn or quashed.

16. COMMUNICATIONS: Unless otherwise agreed, **CLIENT** consents to **CONSULTANT**'s reference in **CONSULTANT**'s professional resume and marketing materials to the work **CONSULTANT** shall have completed for **CLIENT**, provided that, in doing so, **CONSULTANT** shall not publish any confidential information.
17. APPLICABLE LAW AND JURISDICTION: Unless otherwise stated in the proposal, this Agreement shall be governed by the laws of the State of New Jersey and the parties consent to the non-exclusive jurisdiction of the state and federal courts located in New Jersey for the resolution of any dispute under, arising out of or in connection with this Agreement.
18. INDEMNIFICATION: **CLIENT** recognizes that it is an operator at the site and that under Federal and State environmental laws, it may be jointly, severally or solely liable for the remediation of the site and all costs, fees and expenses that may arise directly or indirectly out of the liability related to its operations. **CLIENT** further recognizes that **CONSULTANT** is working at the site to investigate and remediate contamination on the site and that it has no obligation or duty of its own to clean up the contamination and is not responsible for consequential or collateral damages related to the contamination. Further, should the **CONSULTANT** incur liability at the site or be sued or named in any form of legal action, for any reason, it is **CLIENT**'s duty to indemnify, defend and hold harmless **CONSULTANT** from any claims, lawsuits, liabilities, orders, causes of action and liens, with the exception that **CLIENT** shall not be responsible for such indemnification where the **CONSULTANT** is adjudged to be solely negligent by its actions or inactions at the site. **CLIENT** shall have the duty to defend **CONSULTANT** until such time that **CONSULTANT** is adjudged to have been solely negligent, if that is in fact the case.

Should **CONSULTANT** be required to answer or otherwise defend a lawsuit, claim or other legal proceeding, or appear as a witness in a lawsuit on behalf of itself or the **CLIENT** or any other third party in any action related to the contamination at or emanating from the site, **CLIENT** shall pay all of **CONSULTANT**'s hourly labor costs, fees and expenses, including reasonable in-house and outside attorney's fees, administrative fees and project management fees, according to **CONSULTANT**'s litigation rate schedule.

Attachment B: Sustainability Policy

FIRST ENVIRONMENT



SUSTAINABILITY POLICY

Date: 7/11/2005

Revision #: 4

We recognize that the world faces challenges in how we meet the demands of today while securing the future for those who will come after us. We also believe that these challenges can and will be met and that First Environment has a role to play in this. As an organization and as individuals, we have developed a significant body of technical knowledge and experience that we bring to organizations, governments and businesses to assist them in addressing their environmental challenges. It is our responsibility to assist them in resolving these challenges without losing sight of their economic viability.


Within our organization, we engender the same values that we support our clients in achieving.

Towards this purpose,

- ⇒ We recognize that what we do today impacts the future and act in accordance with this recognition.
- ⇒ We ask of ourselves what we ask of others.
- ⇒ We commit to continually improve.
- ⇒ We commit carefully and meet those commitments.
- ⇒ We support further education and development of our firm members.
- ⇒ We volunteer our knowledge and resources to local, community, government, non-government and international organizations so as to forward society's goals of a just and clean world.
- ⇒ We commit to ethical and legal behavior and integrity in all of our activities.
- ⇒ We work to protect the environment and prevent pollution.
- ⇒ We strive for accurate and transparent communication with our clients and others who have a stake in our operations.
- ⇒ We recognize the importance of a talented and diverse workforce and strive for an atmosphere of mutual respect.

We believe this will provide a balanced company that will grow and prosper as will the world.


B. Tod Delaney, President


Elizabeth N. Hamilton, Vice President