

RESOLUTION NO. 2021- 71

A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ADVANCED GEOSERVICES, CHERRY HILL, NJ, FOR GENERAL ENGINEERING SERVICES FOR THE WATER UTILITY, IN AN AMOUNT NOT TO EXCEED \$37,400.00.

WHEREAS, there exists a need for professional services for General Engineering Services for the City of Vineland Water Utility; and

WHEREAS, the City of Vineland has a need to acquire such professional services as a Non-Fair and Open Contract pursuant to N.J.S.A. 19:44A-20.5; and

WHEREAS, the purchasing agent has determined and certified in writing that the value of said services will exceed \$17,500.00; and

WHEREAS, Advanced GeoServices, Cherry Hill, NJ, has submitted a proposal indicating they will provide the professional services, in an amount not to exceed \$37,400.00 for a contract period of one year from date of award; and

WHEREAS, Advanced GeoServices has completed and submitted a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that Advanced GeoServices has not made any reportable contributions to a political or candidate committee in the City of Vineland in the previous one year and that the contract will prohibit Advanced GeoServices from making any reportable contributions through the term of the contract to a political or candidate committee in the City of Vineland; and

WHEREAS, the availability of funds for said Professional Services Contract to be awarded herein have been certified by the Chief Financial Officer; and

WHEREAS, the Local Public Contract Law (N.J.S.A. 40A:11-1, et seq) requires that the Resolution authorizing the award of contract for Professional Services without competitive bidding and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute a Non-Fair and Open Agreement pursuant to N.J.S.A. 19:44A-20.5 with Advanced GeoServices, Cherry Hill, NJ, for Professional Services for General Engineering Services for the City of Vineland Water Utility, in an amount not to exceed \$37,400.00.
2. That this Agreement is awarded without competitive bidding as a Professional Services in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because said services to be rendered or performed require knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction distinguished from general academic instruction or apprenticeship and training.
3. That the Business Disclosure Entity Certification, the Political Contribution Disclosure Form and the Determination of Value be placed on file with the Resolution.
4. That a Notice of this action shall be printed once in the Daily Journal.

Adopted:

President of Council

ATTEST:

City Clerk

**REQUEST FOR RESOLUTION FOR CONTRACT AWARDS
UNDER 40A:11-5 EXCEPTIONS
(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)**



1/26/21

(DATE)

1. Service (detailed description): General Engineering Services for Water Utility

2. Amount to be Awarded: \$ 37,400.00

- Encumber Total Award
 Encumber by Supplemental Release

3. Amount Budgeted: \$ 40,000.00

4. Budgeted: By Ordinance No. _____
Or Grant: Title & Year _____

5. **Account Number to be Charged: 1-07-55-502-8004-53345

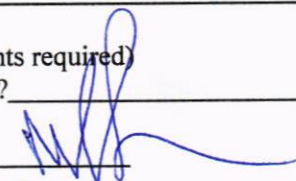
6. Contract Period: 1 year

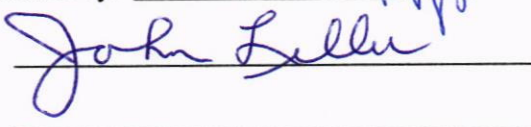
7. Date To Be Awarded: _____

8. Recommended Vendor and Address: 1878 Marlton Pike East Suite 10
Cherry Hill NJ 08003

9. Justification for Vendor Recommendation:(attach additional information for Council review)
This firm has special knowledge of the Water Utility needs concerning the
projects listed in proposal.

- Non-Fair & Open (Pay-to-Play documents required)
 Fair & Open: How was RFP advertised? _____

10. Evaluation Performed by: Michael Lawler 

11. Approved by: John Lella 

12. Attachments:
- Awarding Proposal
 Other: _____

- Send copies to:
Purchasing Division
Business Administration

**** If more than one account #, provide break down**



January 26, 2021

2021-P-0018-E

Michael S. Lawler, CPWM, Superintendent
City of Vineland Water & Sewer Utility
330 E. Walnut Road
Vineland, NJ 08360

RE: Professional Engineering Services for on call Support for the City of Vineland Water Utility for 2021

Dear Mr. Lawler:

Advanced GeoServices Corp., a Montrose Environmental Group company (Montrose AGC), is pleased to provide this proposal for professional services for the City of Vineland Water Utility. Montrose AGC proposed scope of work and estimated cost to perform on-call professional engineering services are described below.

BACKGROUND

As you know, Montrose AGC has been providing professional services to the City of Vineland Water Utility since 2011, working under annual contracts/purchase orders. Services provided included working with the water utility to resolve issues with existing treatment facilities, preparing bid specifications for various projects and NJDEP permit acquisitions for these projects, and review of miscellaneous construction contracts completed by others for the Water Utility.

Examples of small projects completed by Montrose AGC under the general engineering services contracts/purchase orders for the City of Vineland include:

- Water Conservation and Drought Emergency Plans required by the NJDEP Bureau of Water Allocation (2014, 2018 and 2020);
- AWWA Audit (2016-2020);
- Application for a Master Permit for the City of Vineland Water Utility's water distribution system and assistance with annual renewal of this permit (2013-2020);
- Water Utility Vulnerability Risk Assessment and Analysis (2016);
- Emergency Response Plan (2016-2018);
- Water Quality Parameter and Lead and Copper Sampling Plans (2017);
- Landis Avenue (Route 56) Water Main Upgrades project design (2018);
- Annual Master Permit renewals (2012-2020);
- Revised Total Coliform Sampling Plan (2019);
- Review of all potable sampling data collected throughout the Distribution system for CCR Reporting (2020); and,
- Ongoing support with the NJDEP.

1878 Marlton Pike East
Suite 10
Cherry Hill, NJ 08003

Offices Nationwide

T: 856-354-2273
F: 856.354.8236
AdvancedGeoServices.com
Montrose-Env.com

Montrose AGC also completed the design, permitting and construction phase services for larger scale projects for the City of Vineland Water Utility, including the following:

- Existing Well No. 14 New Radium Removal Treatment Plant (completed August 2014);
- Existing Well No. 12 Radium Removal Treatment Plant (completed November 2014);
- Existing Well No. 4 Treatment Improvements Project for the Removal of Ethylene Dibromide which was placed into service in October 2015; and,
- Montrose AGC provided Licensed Site Remediation Professional (LSRP) services for:
 - Removal one (1) underground storage tank in 2017 at 330 East Walnut Road.
 - Removal of six (6) underground storage tanks in 2019 at Pump Stations 7, 8, 9, 10 and 11.
 - Removal of two (2) underground storage tanks in 2020 at Vinelands Electric Utility.

SCOPE OF WORK

Montrose AGC proposes using the next open phase (Phase 6) to track costs associated with professional services supporting the City of Vineland Water Utility.

Phase 6 – 2021 Technical Support / on call Services

Throughout the course of any year, the City is required to develop plans and reports as part of their compliance with NJDEP permits for the ongoing operation and maintenance of the water supply. For 2021, these items may include the following tasks:

1. CCR Report required Yearly;
2. AWWA Water Audit Yearly New 6.0 version (due March 31, 2021);
3. Master Permit Renewal Yearly (due March 31, 2021);
4. Risk and Resilience Plan (new EPA Requirement – due June 30th 2021);
5. Radiation Permit Renewal (due June 30th 2021);
6. Annual reporting for Lead and Copper Sampling (annually with the support of pre-selected City residents, the City is required to collect and test residential water samples for lead and copper exceedances.) June – September 2021;
7. Emergency Response Plan (new EPA Requirement – due December 31st 2021);
8. Two (2) Ground Water sampling at 330 East Walnut Road and Reporting – Assuming both results are below standards; and,
9. Year round on call support.

PROJECT TEAM

We propose the following project team members:

- Jerry Haimowitz, PE - in-house T4/W4/S4/C4/N2 licensed Operator
- Regina Reeve - GIS and sampling plan specialist
- Robert May. – NJ licensed Professional Engineer
- Frederick J. Shoyer, III, LSRP – NJDEP Licensed Site Remediation Professional, N2 Operator

RANGE OF SERVICES

Montrose AGC has experience in design, permitting and construction of water supply wells, treatment facilities, booster pumping and storage facilities, water distribution systems, and sewer utility system projects, including projects for municipal water supply systems throughout the State of New Jersey.

As our parent company Montrose Environmental Solutions, LLC, has expanded, we now have access to other specialized technical professionals relative to air emissions evaluation, modeling and permitting, analytical laboratories and engineering, design, equipment, construction and operation services to address emerging contaminants (e.g. per and polyfluoralkyl substances). By joining this team, we are over 1,100 personnel strong, ready to support the City.

Montrose AGC provides consulting services to clients throughout the United States. Being based in the Greater Philadelphia Area, all of our services are available in the New Jersey and Southeastern Pennsylvania region. Our list of water supply and treatment services includes the following:

System Services

- General Engineering
- AWWA Annual Water Audit
- Backup Licensed Operator Services (Minimum T-3/W-3, with T-4/W-4 on-staff)
- Biennial Vulnerability Risk Assessment and Analysis (VSAT and WHEAT)
- Emergency Response Plan/Integrated Contingency Plans
- Firm Capacity Evaluation for Main Extensions or Increasing Service Area
- Water Quality Parameter Sampling Plan
- Lead and Copper Sampling Plan
- Coliform Sampling Plan
- Master Plan Permitting and Renewals
- Asset Management Plan
- NJEIT Funding Support
- Well Permitting
- CCR Reports and Support
- Valuation Study
- Water Conservation Permit and Renewals
- Water Conservation Plan Preparation and Biennial Updates

Well Design and Permitting

- New Wells
- Pump Replacement
- Redevelopment of Well
- Replacement of Well

Treatment Design and Permitting

- 4 Log Removal System
- Booster Pump Facility
- Chemical Feed Additions / Improvements
- PFOA and PFOS Water Treatment Plant
- Radium Plant

Distribution System

- GIS Mapping for Sources and Distribution System
- Hydraulic Modeling
- New Storage Tank/Inspections
- Reservoir Rehabilitation
- Water Main Improvements/Replacements/Extensions

Locally, our personnel have operated and managed both municipally-owned and investor-owned water and sewer companies, designed and obtained permits for all components of a water system, prepared hydrologic, hydraulic, privatization, and cost of service studies. Montrose AGC is experienced in handling both large and small scale projects, while maintaining high quality work for both municipal, private and industrial clients.

REPRESENTATIVE PROJECTS

In addition to the services we have provide to the City of Vineland, listed above, the following paragraphs provide a brief summary of other relevant project experience:

A.C City of Bridgeton Water Department (1997 to Present): For 24 years, the Montrose AGC team has been providing a wide range of services related to water supply design, permitting, and compliance, as follows:

- Providing General Engineering Services for the City of Bridgton Water and Sewer Department Including Water Allocation Permitting Services (2002 – Present)
- Inactive Well Evaluation Study (2018-2020)
- Asset Management Plan (2019)
- AWWA Water Audit (2018-2020)
- Water Conservation Plan (2017-2021)
- Water Quality Parameter and Lead and Copper Sampling Plans (2017)
- Master Plan for City of Bridgeton (2016)
- Emergency Response Plan (2016)
- New Well Enclosure for existing Well No. 22 (2015)
- Well No. 21 pump and discharge piping upgrade (2013)
- Existing Well No. 2 Pump Replacement and Well Rehabilitation (2011-2012)
- Exterior Rehab of 2.4 Million gallon Concrete tank (2010)
- Well No. 20 Pump replacement and Well Rehabilitation (2010)
- New Sunny Slope Drive 0.75 MG Elevated Water Storage Facilities (2009)
- New Radium Removal Treatment Facilities for Existing Well No. 13 (2009)
- New Radium Removal Treatment Facilities for Well No. 18 and 19 (2006)

*Supporting the
City of
Bridgeton
Water Dept.
since 1997*

B. City of Millville Water Department (2003 to Present):

Since 2003, the Montrose AGC team has provided professional services to the City of Millville for numerous water system related projects including design, permitting, and construction administration services. Recent projects included:

*Supporting City of
Millville Water
Dept. since 2003*

- Water Allocation Renewal (2020-2021)
- Lead and Copper Assistance (2020)
- Bidding support and construction engineering services for Route 49 extension (2018)
- The Route 49 main extension design conducted (2017)
- The South Millville water main replacement (2016).
- Water Utility Vulnerability Risk Assessment and Analysis (2016)
- Emergency Response Plan (2016)
- Geissinger Avenue Well No. 18 Treatment Plant and Booster Pumping Facilities (2014)
- The permitting and construction phase for the Test Well #18 (2010)
- Lease Agreements for Mounting Antenna and Space on the Ground Adjacent to Water Towers (2010)
- Replacement Well No. 2A and Replacement Facilities (2009)
- Motor Sports New 750,000 Water Storage Tank (2008)
- Blue Bird 250,000 Gallon Elevated Water storage tank (2004)

C. Stockton University (2014-Present): The Montrose AGC team has provided licensed operator and design/construction services for Stockton University and their on-site daycare center (Free-to-Be Daycare {FTB}), including the following:

- Providing General On call Services
- Cost Analysis (2020)
- Asset Management Plan (2019)
- Water Conservation Plan (2018 and 2020)
- Water Quality Parameter and Lead and Copper Sampling Plans (2018) (Stockton, Barlow & FTB)
- Lead and Copper Sampling Plan (2018) (Stockton, Barlow & FTB)
- Total Coliform Sampling Plan (2018) (Stockton, Barlow & FTB)
- Licensed Operator Services (2014-Present)
- Well 3 design and addition to existing treatment plant (2016-2020)

D. City of Wildwood

- Lead and Copper Assistance (2020)
- Lead and Copper Sampling Plan (2017)
- Total Coliform Sampling Plan (2017)



PRICING

Estimated costs for the above describes scope of services are as follows:

Tasks	Cost T&M
Task 1 – CCR Report Assistance	\$1,200
Task 2 – AWWA Water Audit	\$2,200
Task 3 – Master Permit Renewal	\$4,400
Task 4– Risk and Resilience Plan EPA	\$8,000
Task 5 – Radiation Permit	\$2,200
Task 6 – Lead and Copper Assistance	\$1,200
Task 7 – Emergency Response Plan - EPA	\$6,000
Task 8 – UST Assistance @ 330 East Walnut Rd	\$12,200
Task 9 – On call Support	T&M
TOTAL	\$37,400

Montrose AGC Recommends a Minimum Budget of \$37,400 to Support These Efforts

We cannot guarantee that all the services requested of Montrose AGC during 2021 can be provided under this budget. However, this contract allows for Montrose AGC to both plan for annual activities as well as being able to respond timely to unanticipated requests from the City of Vineland Water Utility.

We propose providing services on a time-and-materials basis, as needed from the City. Hourly rate services will be on a time and material basis in accordance with AGC's 2021 Municipal Hourly Rate Schedule provided in **Attachment A** to this proposal. Other expenses incurred by Montrose AGC, not including normal overhead (postage, copying, etc.), will be billed at cost.

Montrose AGC requires advanced written authorization from the client for any changes (increases or decreases) in the contract budget and scope. Authorization or approval is also requested from the City for any changes in the delivery schedule of project or task deliverables.

TERMS AND CONDITIONS

Montrose AGC proposes that the same Terms and Conditions under the existing Professional Services Contract between the City of Vineland and Advanced GeoServices dba AGC Associates executed February 1, 2020, and effective through January 31, 2021, be extended for the period up to January 31, 2022.

Michael S. Lawler, CPWM, Superintendent
2021-P-0018-E
January 26, 2021
Page 7 of 7



We trust this proposal is consistent with your understanding and would be pleased to discuss any questions you may have. If this proposal is acceptable, please sign below and return one copy to us as an indication of your acceptance and authorization to begin work.

Sincerely,

MONTROSE AGC

Regina C Reeve
Designer and Water System Technician

Frederick J. Shoyer III
Senior Project Consultant, LSRP, N2

RCR:FJS:vm

Attachments



ATTACHMENT A

AGC Associates 2021 Preferred Fee and Rate Sheet and Standard Terms and Conditions



2021
MUNICIPAL FEE AND RATE SCHEDULE

PERSONNEL CHARGES

Professionals include Landscape Architects, Planners, Engineers, and Geologists. Technicians include Engineering and Construction Materials Specialists and CADD technicians.

Fees will be based upon time worked on the project by professionals, technicians and clerical staff in accordance with the following schedule:

POSITION	RATE PER HOUR	POSITION	RATE PER HOUR
Staff Professional I	\$86	Technical Assistant	\$51
Staff Professional II	\$96	Technician I	\$61
Staff Professional III	\$108	Technician II	\$73
Staff Professional IV	\$118	Technician III	\$83
Senior Staff Professional I	\$126	Senior Technician I	\$93
Senior Staff Professional II	\$135	Senior Technician II	\$100
Senior Staff Professional III	\$140	Professional Support	\$66
Project Professional	\$150	Asst CADD Drafter	\$63
Senior Project Professional	\$165	CADD Drafter	\$78
Associate Project Consultant	\$176	Senior CADD Drafter	\$95
Project Consultant	\$186	Designer	\$114
Senior Project Consultant	\$195		
Consultant	\$201		

No premium will be charged for overtime hours worked

Special Services:

- Specialized project accounting, reporting and financial services will be charged at \$66/hour.
- Expert testimony will be charged at \$250/hour.

DIRECT EXPENSES

Direct Project Expenses Cost + 10%

Unit prices for equipment utilized on projects will be provided upon request.

The personnel charges and direct expenses indicated above are for calendar year 2021 only and are subject to change January 1 of each calendar year or upon 30 days' notice to the client.

ADVANCED GEOSERVICES CORP.
GENERAL TERMS AND CONDITIONS

1. **PARTIES.** Advanced GeoServices Corp. ("Consultant") and the Client (as specified in the attached Proposal) have entered into an Agreement, consisting of the Proposal, these General Terms and Conditions, the attached Client Fee and Rate Schedule – Professional Services and any other agreements, exhibits or schedules which are attached to the Proposal.

2. **COMPENSATION.** Unless stated otherwise in the Consultant's proposal for this work, services will be billed on a time and expense basis as listed in the attached Fee and Rate Schedule. Consultant will submit invoices on a biweekly basis. Unless stated otherwise in the Consultant's proposal for this work, Client shall pay each invoice upon receipt. The Client shall notify Consultant in writing within ten days of the date of an invoice if it has a dispute with an invoice. To the extent you fail to file a written objection to this invoice, you hereby waive any future rights to contest the validity of the amount billed. Consultant reserves the right to add finance charges of 1 ½% per month to past due accounts.

3. **STANDARD OF CARE.** (a) Consultant will perform its professional services, within the terms of this Agreement, using the same degree of care and skill ordinarily exercised under similar circumstances by members of the engineering, scientific, and consulting professions performing the same type of services under similar conditions and practicing in the same locality at the same time. The standard of care shall be judged as of the time the services are rendered.

(b) The Client recognizes that Consultant's services require the interpretation of available data and that some level of uncertainty exists, despite Consultant's adherence to the standard of care. All estimates, approvals, recommendations, opinions, and decisions are made on the basis of Consultant's experience, training and judgment and are not guaranteed. Except for the standard of care set forth in paragraph 3(a) above, Consultant neither makes, nor offers, nor shall be liable under, any express or implied warranties with respect to the performance of Consultant's services. **IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IF ANY, ARE HEREBY WAIVED BY THE CLIENT.** Consultant shall not be regarded as a guarantor with respect to any work done for or provided to the Client for or by any third party.

(c) Consultant does not represent or warrant that any permit or approval will be issued by a governmental body. Consultant will endeavor to prepare any application for any such permit or approval in conformance with all applicable requirements, but, in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by the authorities, Consultant cannot guarantee that any such application will be complete or will conform to all applicable requirements. Clients desiring further assurance regarding their applications for permits or approvals are advised to obtain legal or other appropriate counsel.

(d) The parties agree that any work product or data produced by Consultant are solely intended for use by Client and shall not be relied upon by any other party. No third party shall be a beneficiary of this Agreement.

4. **INSURANCE.** At all times while Consultant is conducting operations with respect to the Client's Project, Consultant shall carry Workers' Compensation Insurance, General Commercial Liability Insurance, Comprehensive Automobile Liability Insurance and Professional Liability Insurance. At the Client's request, Consultant will furnish the Client with certificates of insurance evidencing Consultant's coverages.

5. **LIABILITY LIMITATIONS.** (a) Neither party nor its officers, directors, employees, agents, subcontractors, and independent consultants shall be liable to the other party or any person or entity claiming by, through, or under the other party, including the party's insurers, for any lost, delayed or diminished profits, revenues or opportunities; losses connected to the stoppage or inability to utilize or complete work at the site of the Project; or any other incidental, special, punitive, indirect or consequential damages whatsoever.

(b) Notwithstanding any other provisions of these General Terms and Conditions, and unless a higher limit of liability is expressly provided elsewhere in this Agreement in a provision making specific reference to this Paragraph, Consultant's total liability to the Client for any loss or damages from claims arising out of or in connection with this Agreement from any cause including Consultant's strict liability, breach of contract or professional negligence, errors and omissions shall not exceed the lesser of the total contract value of the Agreement or \$40,000. The Client hereby releases Consultant from any liability exceeding such amount.

6. **INDEMNIFICATION.** (a) Consultant agrees to indemnify, protect, hold harmless and defend the Client and its officers, directors, employees, consultants, agents, contractors and subcontractors (its "Affiliates"), from and against all liabilities, actions, damages, claims, demands, judgments, losses, expenses, suits, and penalties, including reasonable legal expenses and attorneys fees ("Losses"), relating to or arising from the acts or omissions of Consultant in connection with the Project, except to the extent that such Loss is due to the acts or omissions of Client or its Affiliates. The Client agrees to indemnify, protect, hold harmless and defend Consultant and its Affiliates from and against all Losses relating to or arising from the acts or omissions of the Client in connection with the Project, except to the extent that such Loss is due to the acts or omissions of Consultant or its Affiliates. The Client agrees to hold Consultant and its Affiliates harmless, defend and indemnify them for any damages to structures or utilities, whether above or below ground, of which Consultant is not previously notified and which are not accurately shown on, or described in, the Project materials and documents.

(b) The Client acknowledges that Consultant has neither created nor contributed to the creation or existence of any hazardous, toxic or radioactive waste, material, chemical, compound or substance, or any other type of environmental hazard, contamination or pollutant, whether latent or patent, or the release thereof, or the violation of any law or regulation relating thereto at the site of the Project or in connection with the Project. The Client covenants to indemnify, protect, hold harmless and defend Consultant and its Affiliates, at the Client's sole cost and expense, against the claims and demands of all persons or by any federal, state, county or municipal regulatory agency, made because of, or arising out of any operations conducted by the Client, its officers, directors, employees, agents, contractors or subcontractors. Further, where the Client requests Consultant to dispose of waste or to arrange for the disposal of waste, the Client agrees that Consultant is not the owner or possessor of the waste, and the Client shall indemnify and hold Consultant and its Affiliates harmless for any costs incurred in defending any action where it is alleged that Consultant is the owner or possessor of the waste.

7. **HEALTH & SAFETY.** The Client shall notify Consultant of any known or suspected health or safety hazards existing at any site where the work is to be performed including, but not limited to, the presence of any hazardous waste or hazardous substances and any aboveground or underground utilities.

8. **OWNERSHIP OF DOCUMENTS.** All materials generated by Consultant pursuant to this Agreement, including without limitation all written documents, charts, plans and computer-readable information, are instruments of service regarding the work which is the subject of this Agreement and shall remain the property of Consultant. Such documents are not intended or represented to be suitable for any use other than the use specified in the Agreement. Any reuse of such documents without prior written verification or adoption by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant, its officers, directors, employees, agents or independent contractors. The Client shall indemnify and hold harmless Consultant, its officers, directors, employees, agents or independent contractors from any and all costs, fees, expenses, losses, claims, demands, liabilities, suits, actions or damages whatsoever arising out of or resulting from such reuse. All such material which is furnished to the Client or its agents, with respect to which Consultant determines it has not been fully compensated, shall be returned to Consultant upon demand and shall not be used for any purpose whatsoever. Consultant will retain records which pertain to the services performed by Consultant for a period of five years after their creation. During such period, such records will be made available to the Client upon reasonable notice to Consultant and after payment to Consultant of a reasonable fee.

9. **ACCESS TO SITE.** The Client shall provide Consultant with safe, lawful access to the site to make the planned borings, reconnaissance, surveys, explorations, field tests or any other work contemplated by the Agreement. However, the Client recognizes that some disturbance of site conditions may be a consequence of the performance of Consultant's services. Costs associated with restoring land or facilities to their former condition are to be borne exclusively by the Client.

10. **INFORMATION TO BE SUPPLIED BY CLIENT.** Client shall provide to Consultant all available data and information relating to the project and to the environmental, geologic, and geotechnical conditions of the site and surrounding area. Client shall furnish plans to Consultant that accurately show the location of subsurface structures, including but not limited to pipes, tanks, cables, and utilities. All criteria, design, and construction standards, and other information relating to the Client's requirements for the project shall be provided in writing to Consultant by the Client.

11. CHANGED CONDITIONS. (a) Should concealed or unknown conditions be at variance with the conditions indicated by the Project materials and documents, or should concealed or unknown conditions be of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in a project of this nature, be encountered, Consultant shall not be responsible for any additional costs incurred by the Client in remedying such conditions. Further, the Client agrees to hold harmless, defend and indemnify Consultant from and against any and all liability arising out of any claims asserted by any party (including third parties) for additional costs incurred to remedy such conditions.

(b) Should these concealed or unknown conditions result in a material change in the scope of Consultant's services, Consultant and the Client agree to promptly and in good faith enter into renegotiation of this Agreement to facilitate Consultant's ability to continue to meet the Client's needs. If renegotiated terms cannot be agreed upon, the Client agrees that Consultant has an unconditional right to terminate this Agreement.

12. CONSTRUCTION PROCEDURES. Unless otherwise stated in the Proposal, Consultant shall neither manage nor supervise construction. Consultant shall not be responsible for the acts or omissions of contractors or other parties on the project. Consultant shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences, or procedures. Unless specifically stated as part of Consultant's scope of work, Consultant will not implement or be responsible for health and safety procedures, or for safety precautions and programs. Consultant's testing or monitoring of portions of the work of other parties on a project shall not relieve such other parties from their responsibility for performing their work in accordance with applicable plans, specifications, and safety requirements.

13. CONFIDENTIALITY. (a) Proprietary confidential information ("Proprietary Information") developed or disclosed by either party under this Agreement shall be clearly labeled and identified as Proprietary Information by the disclosing party at the time of disclosure. Proprietary Information includes, without limitation, any trade, technical or technological secrets or any details of organization or business affairs of either party. The technical and pricing information set forth in the Proposal is the confidential and proprietary property of Consultant and is not to be used or disclosed or made available to third parties without the written consent of Consultant.

(b) Consultant agrees not to disclose to any person or firm any Proprietary Information of Client obtained by Consultant in the course of its performance pursuant to this Agreement without the Client's consent, except to the extent that, in Consultant's sole judgment, Consultant is required to do so to (i) perform services under this Agreement, (ii) comply with any federal or state laws, rule or common law or with any court order or government directive, (iii) comply with professional standards of conduct or (iv) protect or defend against any claim or liability whatsoever arising from or relating to the services described in this Agreement. The Client agrees not to use in any way or to disclose directly or indirectly to any person or firm, any Proprietary Information of Consultant.

(c) Unless requested otherwise, the Client grants Consultant the authority and right to use the Client's name and a general description of the Project as a reference for other prospective clients.

14. AGREEMENT. (a) Upon the Client's acceptance of Consultant's Proposal, the express terms of Consultant's Proposal to the Client together with any agreements, exhibits or schedules attached thereto and these General Terms and Conditions shall constitute the complete and exclusive statement of the terms of the Agreement between the parties and are intended as a final expression of the terms of such Agreement and will supersede all prior and contemporaneous agreements, representations or conditions, express or implied, oral or written. No provision of Consultant's proposal or these General Terms and Conditions may be waived, altered, or modified in any manner, unless the same shall be set forth in writing and signed by a duly authorized officer of both parties. In the event that any term of the Proposal or any agreements, exhibits or schedules attached thereto conflicts with any term of these General Terms and Conditions, the General Terms and Conditions shall take precedence.

(b) The Client may use its standard business forms (i.e. purchase orders) to administer any agreement between Consultant and the Client, but use of such forms shall be for convenience purposes only, and any preprinted terms and conditions contained in or on such forms in conflict with the terms of Consultant's proposal or these General Terms and Conditions shall be deemed stricken and null and void. Neither performance of the work nor written acknowledgment of any such standard form of purchase order shall be considered to be acceptance by Consultant of any terms or conditions contrary to those in this Agreement.

15. TERMINATION. In the event the other party fails to perform in accordance with the terms hereof, this Agreement may be terminated by either party upon ten (10) days written notice. The Client agrees to reimburse Consultant in accordance with this Agreement for all services performed by Consultant before termination and for all termination costs. Any obligation for the payment of money, indemnity or otherwise, which shall have arisen from the conduct of the parties pursuant to this Agreement, shall survive the termination of this Agreement. Notwithstanding anything else to the contrary, the Client shall not terminate this Agreement if Consultant cures such default within the (10) days' written notice from the Client or, if such default is not reasonably susceptible of being cured within such ten (10) day time period, the Client shall not terminate this Agreement if Consultant begins to diligently cure such default. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on the percentage of work completed to the effective date of cancellation, plus an equitable adjustment to provide for costs Consultant incurred for commitments made prior to cancellation.

16. INTERRUPTION OF SERVICES. If the Project is suspended by the Client for more than 30 consecutive days, Consultant's compensation shall be equitably adjusted when the Project is resumed to provide for expenses incurred by the interruption and resumption of Consultant's services. If the Project is not resumed within 60 days, Consultant may, at its sole option, terminate this Agreement upon 15 days' notice to the Client.

17. TESTIMONY. The Client and Consultant recognize that the Project may involve some type of legal proceeding during or after the performance of the project. If Consultant personnel are called or subpoenaed for depositions, examination, or court appearances or required to provide information from Consultant files in any dispute arising out of the Project, the Client agrees to reimburse Consultant on a time and material basis in accordance with Consultant's then current standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

18. FORCE MAJEURE. Consultant will not be responsible for delays attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in applicable laws or regulations after the date of commencement of performance hereunder or any other acts or omissions or events which are beyond the control of Consultant (collectively, "Force Majeure"). Costs and schedule commitments shall be subject to renegotiation for Force Majeure or unreasonable delays caused by the Client's or third party's failure to provide specified facilities or information. The time for performance of this Agreement shall be extended proportionately in the event Consultant is delayed in the performance of this Agreement by such causes. Additional compensation may be due Consultant in accordance with these General Terms and Conditions.

19. INDEPENDENT CONTRACTOR. Consultant is an independent contractor and shall not be deemed to be an employee or agent of the Client.

20. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and shall be binding upon Consultant and the Client and their respective successors and permitted assigns. Neither Consultant nor the Client shall assign or transfer any rights under or interest in this Agreement without the written consent of the other party, except to the extent such assignment or transfer is mandated by law or the effect of this limitation restricted by law. Nothing contained herein shall prevent Consultant from employing such independent professional consultants, associates, contractors or subcontractors as Consultant deems appropriate to assist in its performance of services hereunder.

21. GOVERNING LAW. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of laws.

22. DATE OF REPOSE. In no event shall the Client be permitted to make any claim against Consultant after two years from the date of substantial completion of Consultant's work or the date of the last invoice for the task sent to the Client by Consultant, whichever event occurs earliest (referred to as the date of repose), whether the basis of any claim is known or discovered before or after that date of repose. This clause shall not serve to extend any applicable statute of limitations.

23. ARBITRATION. All claims or disputes between the parties to this Agreement arising out of or relating to this Agreement shall be decided by arbitration in Philadelphia, Pennsylvania in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. No joinder of any other party shall be permitted unless both parties to this Agreement consent to same. Demand for arbitration shall be made within a reasonable time after the claim or dispute in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceeding based on such claim or dispute would be barred by the applicable statute of limitations or repose or by this Agreement. The prevailing party shall receive its attorney's fees and costs of arbitration as part of the award.