

RESOLUTION NO. 2021-191

A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ENVIRONMENTAL STRATEGIES & APPLICATIONS, INC., MIDDLESEX, NJ, FOR GROUNDWATER REMEDIATION AT PUBLIC WORKS YARD ON WALNUT ROAD, IN AN AMOUNT NOT TO EXCEED \$2,288,380.00.

WHEREAS, there exists a need for professional services for Groundwater Remediation at Public Works Yard on Walnut Road; 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, Environmental Strategies & Applications, Inc., Middlesex, NJ has submitted a proposal indicating they will provide the professional services in an amount not to exceed \$2,288,380.00 for a one year period from date of award; and

WHEREAS, Environmental Strategies & Applications, Inc. has completed and submitted a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that Environmental Strategies & Applications, Inc. 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 Environmental Strategies & Applications, Inc. 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 Environmental Strategies & Applications, Inc., Middlesex, NJ, for Professional Services for Groundwater Remediation at Public Works Yard on Walnut Road, in an amount not to exceed \$2,288,380.00.
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

18-17

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

4/1/2021
(DATE)

1. Service (detailed description): Walnut Road DPW Yard Groundwater Remediation

2. Amount to be Awarded: \$ 2,288,380.00

- Encumber Total Award
- Encumber by Supplemental Release

3. Amount Budgeted: \$ 2,300,000.00

4. Budgeted: By Ordinance No. 2014-23
Or Grant: Title & Year _____

5. **Account Number to be Charged: C-04-00-000-1423-78601 & C-04-00-000-2119-78016

6. Contract Period: 1 Year


7. Date To Be Awarded: 4/27/2021

8. Recommended Vendor and Address: Environmental Strategies & Applications, Inc.
495 Union Ave, Suite 1D, Middlesex, NJ 08846

9. Justification for Vendor Recommendation: (attach additional information for Council review)
ESA has been working on this project since the early 90's. ESA is very familiar with the contaminated ground water and what is required to remediate the site. NJDEP requires an LSRP for the site remediation. ESA has the required qualifications.

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


10. Evaluation Performed by: Michael Russo

11. Approved by: 
David Maillet, City Engineer



12. Attachments:

- Awarding Proposal
- Other: _____

- Send copies to:
Purchasing Division 
Business Administration

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



ENVIRONMENTAL CONSULTANTS
Our work is groundbreaking.

Submitted Via Email to dmaillet@vinelandcity.org

December 17, 2020

Mr. David J. Maillet, P.E.
City Engineer
Division of Engineering
City of Vineland
640 East Wood Street
PO Box 1508
Vineland, NJ 08362-1508

**Re: Proposal for Site Remediation and Regulatory Compliance Services
1086 East Walnut Road
Vineland, Cumberland County, New Jersey 08360
Block 5007, Lot 56
ESA Proposal No. 20-5591**

Dear Mr. Maillet:

Environmental Strategies and Applications, Inc. (ESA) respectfully submits this proposal to the City of Vineland (CLIENT) for Site Remediation and Compliance Activities to address petroleum impacts to soil and groundwater at, and emanating from, the Vineland Department of Public Works (DPW) Site located at 1086 E. Walnut Road. Impacted groundwater at the DPW became entrained in the hydraulic gradient created by the former operation of off-site Municipal Potable Well #13 (MPW-13), resulting in groundwater impacts migrating off-site and downgradient from the DPW.

Through extensive investigation and delineation activities, ESA developed the enclosed remedial approach for the Site and submitted the soil remediation workplan to the New Jersey Department of Environmental Protection (NJDEP) in October 2019. During status and planning meetings, CLIENT indicated their desire to complete asphalt paving in the general work area and complete soil and groundwater remediation activities. CLIENT advised that following remediation, the property will continue to operate as the DPW service yard.

Additionally, in the fall of 2019 ESA demolished the former maintenance garage, then investigated beneath its footprint. Consequently, ESA identified two (2) additional contaminated AOCs that require remediation and are incorporated into this proposal.

Since the submittal of the February 9, 2018 site remediation proposal, ESA identified several cost-saving measures to reduce the estimated remedial price even though the magnitude of the project has grown due to both the newly identified garage area AOCs and confirmatory sampling conducted since 2018. ESA's turnkey remedial price estimate includes the following essential steps.

- the required remedial activities,
- the steps needed to demonstrate that groundwater is naturally attenuating, and
- establishment of a NJDEP Remedial Action Permit (RAP) for groundwater.

1 Background

Petroleum impacts were initially detected at the DPW during the removal of underground storage tanks (USTs) in the 1990's. Based on subsequent soil and groundwater investigations, including the most recent October 2019 soil sampling events and investigation of soil beneath the former maintenance garage footprint, the following Areas of Concern (AOCs) remain contaminated above applicable NJDEP standards and screening levels:

AOC-1: 1,000-Gallon Number 2 Heating Oil UST

During initial UST removal, Total Petroleum Hydrocarbons (TPH) was found in two (2) post-excavation soil samples (RD-SS02 and RD-SS03, both at 7.5-8.0 feet) at concentrations exceeding the free product limit of 8,000 milligrams per kilogram (mg/kg) for extractable petroleum hydrocarbons (EPH), thus requiring remediation. As discussed in ESA's September 30, 2020 Remedial Investigation Report (RIR), recent soil sampling at this AOC included re-evaluation of soil in the source area and full delineation of petroleum impacts horizontally and vertically. Further remediation at this AOC is required and detailed in the October 15, 2020 Remedial Action Workplan (RAW) and in sections below.

AOC-2: 2,000-Gallon Diesel UST

During initial UST removal, TPH concentrations were found at concentrations as high as 15,000 mg/kg, which exceeds the free product limit, at a depth of 9.5 feet bgs. As discussed in ESA's September 30, 2020 RIR, recent soil sampling included additional delineation of petroleum impacts. Further remediation at this AOC is required and detailed in the October 15, 2020 RAW and in sections below.

AOC-3: 1,200-Gallon Gasoline UST

During initial UST removal, gasoline constituents were found in soil at concentrations exceeding their respective Impact to Groundwater Soil Screening Levels (IGWSSLs) at a depth of 8.0 feet. The depth under the former UST at which concentrations are below the IGWSSLs was found to be at 10.5 feet. As discussed in the September 30, 2020 RIR, recent soil sampling included additional delineation of petroleum impacts. Further remediation at this AOC is required and detailed in the October 15, 2020 RAW and in sections below.

AOC-4: 7,500-Gallon Gasoline UST, AOC-5: 12,000-Gallon Gasoline UST and AOC-6: 20,000-Gallon Gasoline UST

One or more of these former USTs are suspected as being the source of the groundwater contamination that impacted MPW# 13. Soil contamination extends below the water table to approximately 35 feet bgs. As discussed in the September 30, 2020 RIR, recent soil sampling included additional delineation of petroleum impacts. Further remediation at this AOC is required and detailed in the October 15, 2020 RAW and in sections below.

AOC-7: Groundwater

Since 1998, on-site and off-site groundwater impacts have been identified and investigated, all of which result from onsite sources / releases of petroleum.

Based on the current and historical groundwater results, horizontal migration of the impacted groundwater plume reduced significantly since MPW# 13 was decommissioned. While the plume's extent is overall reduced, data collected in 2019 and 2020 indicate that the petroleum-impacted source in soil remains onsite, especially in the saturated zone, and continue to impact groundwater quality. Following the source soil excavation described below, on-Site monitoring wells will be reinstalled in selected locations, then sampled to monitor post-remedial groundwater quality and, ultimately, demonstrate that natural attenuation is occurring.

AOC-13 Waste Oil AST

Recent demolition of the maintenance garage and subsequent soil investigation revealed benzo(a)pyrene-impacted soil at concentrations exceeding NJDEP Residential Direct Contact Soil Remediation Standards (RDCSRS). This contaminant is associated with a former above ground waste oil storage tank (AST). Further remediation is required and detailed in sections below.

AOC-14: Service Pit with Hydraulic Lift

Recent demolition of the maintenance garage revealed EPH-impacted soil at concentrations exceeding NJDEP standards and product limit. Further remediation is required and detailed in sections below.

2 Scope of Work

ESA will remediate subsurface soil impacts at the DPW. Several remedial technologies were evaluated, all of which will achieve regulatory compliance, albeit for different prices, durations, and relative degrees of risk. To be clear, the remedial option presented below will eliminate the subsurface soil impacts and ensure compliance with the applicable remediation standards.

Based upon recent groundwater data, while the downgradient groundwater plume has reduced in size, it still extends across Walnut Road toward the cemetery and is considered an off-site concern. Impacted groundwater below the DPW will migrate off-site over time unless mitigated by source-area removal at the DPW. Therefore, this Scope of Work (SOW) remediates (i.e., eliminates) source area soil impacts and specifically includes removing soil with contaminant concentrations that are above the NJDEP IGWSSL.

It helps if one thinks of this as two separate phases. The first phase involves remediation of the source material at the DPW yard. To address the confirmed source areas on-site, ESA proposes to excavate soil that exceeds the free product limit and the Residential Direct Contact Site Remediation Standards (RDCSRS), and soils that exceed the IGWSSLs. When the source material is removed and site restored, the second phase will begin.

The second phase involves remediation via monitored natural attenuation (MNA) of the impacted groundwater plume that extends southwest from the DPW toward MPW# 13. Bioremediation application will be used to accelerate groundwater remediation. A proprietary product will be sprayed on to the soil and groundwater at the bottom of the open excavation, prior to backfilling activities. This bioremedial product is designed specifically to bioremediate BTEX, naphthalene, and TPH-related products through

direct application into excavations and backfill. The groundwater plume will then naturally remediate via monitored natural attenuation. This groundwater remedial strategy obviates expensive and time-consuming active groundwater remediation.

2.1 Selected Remedial Method

ESA examined a series of remedial options/methods for this project. While other methods were contemplated, ESA determined that excavation of impacted soil (source material) and the use of a proven bioremedial product to improve groundwater quality is the most effective remedial approach to meet the City's needs and ultimately restart MPW# 13. Work proposed herein shall be conducted by ESA and subcontracted personnel who maintain current OSHA 40-hour HAZWOPER certifications.

2.1.1 Source Removal

Source removal is an efficient and certain means to remediate the known subsurface impacted materials at the DPW. Source removal consists of excavation, transportation, and disposal of the impacted soil. With the DPW maintenance garage now demolished and investigated, source removal is now most practical and least expensive remedial approach. The specific tasks to remove impacted soil and subsequent groundwater monitoring are described below.

Health and Safety Plan

A site-specific Health and Safety Plan (HASP) is required to address the safety and health hazards during each phase of site operations and includes the requirements and procedures for worker protection during sample collection. The HASP shall be prepared in accordance with OSHA federal regulations (40 CFR 1910.120) and shall be kept on-site always during field activities. ESA's HASP will include a section that addresses Coronavirus protective measures.

Soil Erosion and Sediment Control Plan

New Jersey requires that a Soil Erosion and Sediment Control Plan (SESCP) be prepared for any earthwork/soil disturbance greater than 5,000 square feet in area. This areal threshold will be exceeded based on the proposed work plan. The Cumberland Salem Conservation District, located in Deerfield, New Jersey, must review and certify all SESCPs for soil disturbances in Cumberland County. The SESCP and associated permit application have been prepared by ESA. A **Figure 1** detailing the SESCP with respect to the Site is attached. This proposal includes the price to implement the SESCP measures and maintain the SESCP certification.

Permitting and Certifications

ESA will obtain and maintain the following permits/certifications prior to beginning soil excavation activities:

1. Landis Sewerage Authority groundwater discharge permit:
As further detailed below, excavation in one of the proposed areas will extend to approximately 35 feet bgs and require dewatering. ESA has communicated with the Landis Sewerage Authority (Landis) regarding diverting groundwater to the Landis facility. Landis has suggested the permitted discharge of extracted groundwater into a 27-inch sanitary sewer line and manhole at the rear of the property, located in the easement of lot 53, pending the submission of an application and proposed design plan that meets Landis' design standards. Further details regarding the excavation

dewatering and discharge design plans are found on Page 9, below. This proposal includes the following costs associated with obtaining and maintaining a Landis discharge permit:

- Complete the application and design plans for facility acceptance and an application fee (if not waived)
- The costs necessary to dewater pursuant to the approved design plans and to maintain the discharge permit in the field
- Landis' costs to accept the discharge on a per million-gallon (MG) basis, as described in the Dewatering section below

Additionally, an initial connection fee is required. Therefore, ESA recommends that a conference call take place between Landis, the City and ESA representatives to determine what the connection fee, if any, represents. ESA will arrange for this call at the appropriate time. The cost of the connection fee is not included in ESA's final proposal price.

2. Engineering Department Approval

ESA will facilitate the approval of the proposed excavation plans from the City of Vineland's Engineering Department. Considering this is a municipal project, ESA anticipates that any municipal fees associated with this approval will be waived.

3. Soil Movement Permit

ESA will obtain a soil movement permit, if needed, from the City of Vineland. Considering this is a municipal project, ESA anticipates that any municipal fees associated with this permit will be waived.

4. Engineered Excavation Plan

As needed, ESA will obtain a certified engineering plan prepared by a Professional Engineer for the proposed excavation areas. If the CLIENT requires that ESA use structural support (shoring) to reduce the size of the excavations, this will also require a certified design by a Professional Engineer. Please note, a PE-certified sloping/benching excavation design plan is included, but prices for structural design and shoring are not included in this proposal.

5. Additional Permits/Certification

ESA considered that additional permitting, such as stormwater and electrical permitting may be needed. This proposal includes costs to account for additional contingent permitting.

Soil Excavation

The extent and magnitude of petroleum-impacted soil has been delineated and completed via recent remedial soil investigation soil sampling. In total, eight AOCs contain soil contamination that require remediation. Due to the proximity of certain contaminated AOCs to each other, remediation has been grouped into consolidated "Work Areas" for remedial efficiency. The location of Work Areas relative to notable Site features are depicted in the attached Figure 2 and listed below:

- Area #1 - AOC-1: Former 1,000-Gallon No. 2 Fuel Oil UST and AOC-3: 1,200-Gallon Gasoline UST
- Area #2 - AOC-2: Former 2,000-Gallon Diesel Fuel No. 2-D UST

- Area #3 - AOC-4: Former 7,500-Gallon Gasoline UST, AOC-5: 12,000-Gallon Gasoline UST, AOC-6: 20,000-Gallon Gasoline UST
- Area #4 - AOC-13: Former Waste Oil Aboveground Storage Tank ("AST")
- Area #5 - AOC-14: Former Service Pit with Hydraulic Lift

The details of each excavation extent are provided on the attached **Figure 3** and below:

- Area #1 – 29 ft by 33 ft to 12 ft deep = 11,484 cubic feet (CF)
- Area #2 - 28 ft by 36 ft to 11 ft deep = 11,088 CF
- Area #3 - 81 ft by 103 ft to 35 ft = 292,005 CF
- Area #4 - 10 ft by 10 ft to 2 ft deep = 200 CF
- Area #5 - 11 ft by 19 ft to 12 ft deep = 2,508 CF

The proposed depth of excavation Area #3 has been increased from the previously proposed 30 feet bgs to 35 feet bgs based on the observation of elevated PID readings of soil at this depth during the October 2019 soil investigation. In discussion with the retained LSRP, ESA agrees that this revision is required, considering Area #3 is the presumed soil source of existing groundwater impacts and in a concerted effort to be protective of the sensitive receptor MPW-13, which was found to have been impacted previously.

In addition, please note that the excavation of Areas #4 and #5, associated with the former maintenance garage, were not included in the previous proposal. ESA incorporated these areas and associated costs into this revised workplan to obviate the need for a second mobilization for remediation.

The total estimated volume of soil to be excavated from all the areas combined is approximately 18,000 tons, of which approximately 3,000 tons of overburden material is expected to be temporarily stockpiled on-site for reuse as backfill material. ESA expects to dispose of 15,000 tons as non-hazardous, petroleum-contaminated soil at an off-site, NJDEP-certified facility.

To execute the above-referenced workplan, the following Soil Excavation tasks and associated costs are proposed:

- Prior to excavation activities, ESA's professional land surveyor will mark-out the approximate excavation areas in the field.
- Waste Characterization Sampling: This proposal includes the costs for additional waste characterization sampling and analysis based on this revised workplan, which includes the excavation of two (2) additional contaminated areas within the former maintenance garage footprint. ESA anticipates the completion of waste class sampling via drill rig, prior to excavation activities, to avoid any delays and limit the amount of excavated soil stockpiles during excavation activities.
- Mobilization/Demobilization: This proposal includes costs for ESA's remedial subcontractor to mobilize its personnel, equipment, vehicles, etc. to the Site to complete the proposed workplan, and to demobilize when the event is completed. For the purposes of this proposal, ESA assumes that all excavation tasks will be completed in one single continuous event, and that only one mobilization/demobilization event will be needed.

- **Excavation of impacted soil:** ESA and subcontractor will excavate impacted soil and stockpile it in designated areas as per the SESCO and/or direct-load the material for transportation and off-site disposal. This proposal assumes that impacted soil disposal will be accepted and used as non-hazardous landfill cover material at either the Cumberland County Improvement Authority or the Salem County landfill, both NJDEP-certified facilities. To accomplish direct loading and minimize stockpiles, ESA will perform full-time field oversight inspection of soil for the duration of the excavation process. The CLIENT has indicated that the fuel dispensers beneath the canopy in the northern portion of the Site must remain open for municipal vehicle use during excavation activities. ESA excavation plan allows the dispensers to remain operational while excavation activities proceed. Figures depicting existing site features, the general work areas, exclusion zone, potential temporary stockpile areas and corresponding vehicular traffic flow through the facility are attached.
- After impacted soil has been removed to the approximate depths and horizontal extents proposed above, post-remedial verification sampling will be conducted in accordance with the NJDEP's "Technical Guidance for Site Investigation of Soil, Remedial Investigation of Soil, and Remedial Action Verification Sampling for Soil" (Version 1.2, March 2015). Per the respective square footage and proposed depths of each excavation area, ESA estimates that 78 post-excavation soil samples will be collected to meet NJDEP remedial compliance sampling requirements. Additionally, field blank and duplicate samples will be collected and analyzed at a frequency that meets August 2005 NJDEP's *Field Sampling Procedures Manual (FSPM)*.
- Considering the depth of impacted soil removal below the observed groundwater table, the excavation at Area #3 requires dewatering from approximately 25 feet to 35 feet bgs. Therefore, ESA will install approximately 44 well points from which groundwater will be extracted. The dewatering system will be designed for up to 500 gallons per minute and consist of a manifold conveyance system connecting the well points to pump, two (2) 20,000 frac tanks for setting and storage, a 10' x 15' sediment filter bag and dual granular activated carbon (GAC) filters in series. ESA estimates up to 3 million gallons of groundwater will be removed and treated for discharge into the Landis' 27" trunk line. Prior to receiving any groundwater discharge to its facility, Landis requires that the groundwater be treated using dual granulated activated carbon filters in series. ESA has included one (1) carbon change-out in the price, if needed. Sampling of the treated groundwater is required to take place in between filters, and analytical results must be below the contaminant limits established by Landis. Landis charges are per each million gallons discharged. This price is included in this proposal. ESA anticipates operating the dewatering system for approximately 28 days, concurrent with soil excavation and backfilling activities.

This proposal includes the following fees associated with the dewatering of Area #3:

- Cost of completing the application and design plans for Landis' facility acceptance
- Costs of implementing the permitted discharge design and maintain the system's operation, including the installation/operation of dewatering/treatment equipment and collection of treated effluent samples between filters and analysis
- Cost to discharge up to 3 million gallons of treated effluent

- Following the excavation of petroleum-impacted soil, after receipt of acceptable post-excavation soil analytical results, and prior to the placement of clean fill, bio remedial enhancement amendments shall be applied to the bottom of excavation Area #3. An NJDEP Discharge to Groundwater / Permit-by-Rule application has been submitted for NJDEP approval of the amendments and application approach.

Application of Bio remedial Enhancement Amendments and Backfill Activities

A bioremediation enhancement amendment application Permit-by-Rule (PBR) Discharge to Groundwater workplan has been prepared for the following approach and approved by NJDEP. The PBR application workplan targets the shallow VOC-impacted groundwater plume that developed from historical soil contamination. ESA will apply amendments to soil and groundwater in the bottom of the excavation at approximately 35 feet bgs and will also be mixed into backfilling material to be placed within the saturated zone from approximately 25 to 35 feet bgs. The amendments are designed specifically to degrade BTEX, naphthalene, and Total Petroleum Hydrocarbons (TPH) through direct application into excavations and backfill. The bioremediation enhancement amendments will be delivered directly to the Site and will include the PetroBac™ product bundle and CBN™ nutrients. Application details are summarized below.

ESA is will apply a total of 2,000 pounds of PetroBac™ and CBN™ to treat soil in the saturated excavation zone Area #3 via spray application directly to the base of the excavation at approximately 35' bgs. After the CBN is applied, the PetroBac will be sprayed at a rate of approximately 3 gallons per 100 lbs. of CBN at the base of the excavation and mixed-in while backfill is placed.

Approximately 15,000 tons of certified clean sandy fill material will be imported to the Site and mechanically compacted with a remote-controlled compactor as well as with a 12-ton vibratory roller when feasible. Backfilling will begin after receipt of acceptable post-excavation soil analytical results and the application of the bio remedial amendments material. The excavation areas will be backfilled using staged overburden and imported clean fill. Depending on subsurface conditions, stone may be needed to bridge the water table, with sand fill placed on top. Backfill will be placed in a maximum of one-foot lifts.

ESA will retain a geotechnical subcontractor to conduct compaction testing in the field to ensure industry standards are met for each one-foot lift of backfill material placed.

Transportation and Disposal of Petroleum-Impacted Soil

ESA will transport and dispose of approximately 15,000 tons of petroleum impacted soil at one or both of the following NJDEP-certified disposal facilities:

- Salem County Landfill
- Cumberland County Improvement Authority (CCIA)

The disposal price assumes that material characterization will meet the facility(s) requirements for daily landfill cover and are determined to be non-hazardous. If soils fail to meet daily cover requirements, a field Change Order (CO) request will be required, and disposal pricing will be adjusted accordingly.

Monitoring Well installations and Surveying

Following excavation activities, the following monitoring wells shall be installed/reinstalled and surveyed.

MW-1DR: 4-inch / 62 feet
MW-2R: 2-inch / 30 feet
MW-4R: 2-inch / 30 feet
MW-8: 2-inch/30-35 feet
MW-8DR: 2-inch / 54 feet
MW-8VDR: 2-inch / 99 feet
MW-12: 2-inch 32/feet
MW-12D: 4-inch/ 61 feet

Additionally, based on further review of the groundwater data, ESA will install, and sample three (3) temporary well points (TWP) located at three off-site well clusters, OS-1, OS-2 and OS-4, to confirm the quality of off-site shallow groundwater after the shutdown of MPW-13 and demonstrate potential receptors are not impacted. Previous investigation sampling identified elevated groundwater concentrations at these well cluster and confirmatory sampling of shallow groundwater is required to confirm a shallow disconnect contaminant plume is not present.

Eight (8) quarterly rounds of groundwater sampling

To demonstrate monitored natural attenuation (MNA) is a viable groundwater remedy and to apply for a NJDEP Remedial Action Permit (RAP) for groundwater, decreasing contaminant concentration trends must be established over eight (8) quarters of sampling. ESA will sample selected on-site and off-site monitoring wells on a quarterly basis for analysis of Target Compound List (TCL) VOCs+TICs. The selected wells will be sampled to demonstrate plume degradation trends per MNA requirements. The wells shall include a source area well, plume monitoring well, sentinel wells (longitudinal, lateral, and vertical) and others. ESA will also sample and analyze the three (3) TWP (discussed in the section above) during the first of 8 sampling rounds.

To reduce well drawdown and provide the most accurate analytical results, ESA proposes to sample groundwater via low-flow purging techniques during the first sampling round. During purging, field parameters will be measured. A field blank, trip blank and duplicate sample will accompany each sample set. Groundwater samples will be submitted to an NJDEP-certified laboratory for analysis.

If the groundwater results in the first sampling round are found to be consistent with previous results, ESA will reduce the number of wells to be sampled in future rounds.

In accordance with the Technical Requirements for Site Remediation (TRSR), specifically N.J.A.C. 7:26E-6.3(e)3i, no further remediation is required for groundwater if:

- Contaminant levels in the sentinel well do not exceed the applicable standards at any time during the monitoring program.
- The contaminant levels at the source area monitoring wells are at or below the applicable standards for two (2) consecutive high-water table monitoring events; and
- The contaminant concentrations at all plume monitoring wells are at or below the applicable standards for two (2) consecutive quarterly monitoring events.
- Additionally, in accordance with the NJDEP *Guidance for the Issuance of Response Action Outcomes*, if groundwater remains above the applicable groundwater remediation standards, a limited restricted use no further action / response action outcome (RAO) may be appropriate if a successful natural attenuation program can be demonstrated. This requires demonstration of a decreasing trend that is representative across the range of observed water table

elevations, or, in a situation where a decreasing trend cannot be demonstrated, the following conditions are met:

- No receptors are impacted or threatened (e.g., potable wells, wellhead protection areas, surface water, vapor intrusion to indoor air, utilities).
- All sources of groundwater contamination have been identified and remediated (including both free product and soils exceeding the Default Impact to Groundwater Soil Screening Level or a Site-Specific Impact to Groundwater Remediation Standard (IGWSRS). This must include an evaluation of soils above and below the water table to ensure that no source of groundwater contamination remains including, if applicable, evaluating and ruling out any groundwater contaminant concentration correlation with groundwater elevation changes.
- The site is a candidate for a natural remediation program pursuant to N.J.A.C. 7:26E-6.3(e), including sentinel well placement and delineation to the Groundwater Remediation Standards (N.J.A.C. 7:26D) according to the Department policy articulated in SRP Newsletter, May 2001).
- The groundwater data set is representative of groundwater elevation fluctuations (e.g., seasonal, tidal, water-use changes); and
- The person responsible for conducting the remediation has collected a minimum of eight rounds of groundwater data from key monitoring wells following source removal and has attempted to demonstrate a decreasing concentration of contaminants in the groundwater.

As indicated above, unless the groundwater contaminant concentrations are below the applicable groundwater remediation standards for the necessary two (2) consecutive sampling events, a minimum of eight (8) rounds of groundwater data from key monitoring wells is required to demonstrate a decreasing trend. Therefore, for the purposes of this proposal, we have assumed eight (8) post remediation groundwater sampling events. However, please note that the specific wells, sampling frequency, and ultimate number of sampling events required will be determined based on future results and is therefore subject to change based on the results.

Reporting/Groundwater Permitting

The following reporting is included in the SOW to meet compliance requirements for the Site:

- Revise the CEA - If groundwater contaminant concentrations exhibit a stable or decreasing trend after the eight (8) quarters of sampling, ESA will revise the existing Classification Exception Area (CEA). The CEA revision will include a list of all groundwater contaminants that exceed their applicable standard, the vertical depth and horizontal extent of the contaminants, the name of the affected geologic formation, groundwater flow direction, the groundwater classification, and the projected term and extent based on modeling/calculations. The revised CEA will also include a site location map, a map depicting the proposed CEA boundary and cross section, and geographic information system (GIS) deliverable map.
- Remedial Action Report and NJDEP forms - When all the applicable requirements of N.J.A.C. 7:26E-5.1 through 5.6 have been satisfied, a Remedial Action Report (RAR) shall be prepared in accordance with N.J.A.C. 7:26E-5.7. Several forms are also required to be prepared and filed with the NJDEP simultaneously with the RAR, most notably including an updated Receptor Evaluation Report.

- File a Remedial Action Permit (RAP) Application for Groundwater - It is assumed that the groundwater contaminants will remain above the Ground Water Quality Standards after this remedial action. As a result, a RAP Application for Groundwater will be filed with the NJDEP after MNA has been demonstrated per NJDEP technical requirements.
- Issue Limited Restricted Use RAO and forms - Once the NJDEP issues a RAP for groundwater, a final remediation document can be issued. At this point, a limited restricted use Response Action Outcome shall be issued by the LSRP of Record.

Monitoring Well Abandonment

ESA's SOW includes abandonment of the on-site and off-site monitoring wells that are not anticipated to be required for groundwater RAP compliance monitoring. ESA estimates up to seven (7) field days for a NJ-licensed well driller to complete the abandonments. Monitoring Well Decommissioning reports will be prepared and submitted to NJDEP. This proposal includes abandonment of up to 45 on-site and off-site monitoring wells.

Future Groundwater RAP Sampling

Once the groundwater RAP is approved by NJDEP, future groundwater monitoring and biennial certifications will be required as a condition of the permit. The duration of the CEA cannot be estimated at this time, although ESA strongly believes that source removal will curtail the CEA's duration. The prices for groundwater RAP monitoring and biennial certifications are not included in this proposal because it is premature to estimate the groundwater RAP monitoring duration and cost.

Project Management and Coordination

ESA included Project and coordination time and resources for meetings, status reports, regulatory coordination, subcontractor management, Licensed Site Remediation Professional technical support, and general project management. ESA's estimated level of effort includes the following:

Principal:	20 hours
Senior Director:	120 hours
Sr. Project Manager:	120 hours
Project Manager:	80 hours
LSRP:	80 hours

3 Price Breakdown

The price summary for Time & Materials services provided under this SOW are as follows:

- Project Management and Coordination = \$82,500
- Soil Excavation and Dewatering Activities = \$1,791,500
- Monitoring Well Installation Activities = \$128,730
- Quarterly Groundwater Sampling = \$153,950
- Compliance Reporting / Permitting = \$84,000
- Monitoring Well Abandonments = \$47,700

TIME & MATERIALS ESTIMATED PROJECT TOTAL: \$2,288,380.00

4 Work Schedule

ESA has prepared the following work schedule based upon the SOW included in this proposal. A start date of February 1, 2021 is estimated if the City approves of the workplan in early to mid- January. ESA estimates that it will take approx. 3 months to complete source removal of impacted soil and associated tasks. Using February 1, 2021 as the start date, this phase would be completed in early May 2021. ESA estimates that it will take approximately 5 weeks to complete post-remedial monitoring tasks, including monitoring well installation/re-installation and surveying, completion of the first round of groundwater monitoring, and associated reporting. Using May 1, 2021 as the start date, the post-remedial monitoring phase would be completed by the second week of June 2021. Reporting and subsequent groundwater monitoring tasks will be completed over the course of the next 2+ years (June 2021 – June 2023).

ASSUMPTIONS

The above pricing is based upon the following project specific parameter. Deviations from these assumptions may affect project prices.

ESA's level of effort (LOE) for its labor has been estimated using currently available regional information, ESA's understanding of the environmental history, and subcontractor time estimates to complete tasks. These activities include, but are not limited to, ESA Field Oversight, Project Coordination, Project Management, and LSRP Oversight. If the projected LOE exceeds the estimated LOE included in this proposal, ESA will submit a change order to cover the anticipated increase in LOE.

ESA estimates approximately 55 8-hour field days to complete the soil excavation/dewatering/disposal activities.

All prices for Remediation Services, Transportation and Disposal of impacted soils, certified clean fill, and Bio Remedial Amendment material are based on pricing received in November 2020. Typically, this pricing is valid for approx. 45-60 days. Prior to the initiation of any field activities, ESA will request updated prices from all vendors to determine if their unit costs have changed. If so, ESA will prepare a change order to cover the additionally estimated expenditure(s).

This proposal includes only those activities specified within. ESA will provide a change order to complete tasks that are determined to be Out-of-Scope.

ESA assumes the electrical conduits servicing the active fueling station canopy are not in conflict with the soil excavation areas; however, if temporary relocation is required it will be the responsibility of Client to relocate and maintain electric service to the fuel pumps.

ESA understands that Client desires the municipal well #13 to be re-activated; however, reactivation of the municipal well cannot occur, at the earliest until a NJDEP-approved remedial action permit for groundwater is in-place. Reactivation of the well must be evaluated by the site LSRP based on groundwater contaminant concentrations and characteristics at that time.

ESA will contact the utility mark-out service (NJ One-Call). However, ESA will not be responsible for utilities not identified by the owner or service. The pricing above assumes that during site activities there will be no interference from underground or overhead utilities.

ESA has thus far performed all work for the City of Vineland via professional services contracts. Accordingly, this proposal has been priced in the same fashion and does not contain Prevailing Wage rates.

If bonding is required, all costs will increase accordingly.

ESA reserves the right to impose a modest cost of living increment on our hourly rates and subcontractor prices for those work elements that extend beyond the first year of operation and maintenance. Notwithstanding this, ESA will do all it can to hold the line on costs for the duration of the project.

The dewatering/groundwater treatment system will be used during excavation and is estimated to be operational for roughly 30 days; Rental of frac tanks will be \$50.00 per day, per unit, after 30 days onsite.

If more than one carbon change-out is required, CLIENT will be charged at a price of \$6,000.00 per change out for RCRA/TSCA non-hazardous recycling of the carbon. This price may require adjustment based on contaminants.

Discharge of treated groundwater to the City of Vineland municipal sewer requires permits that will be procured by ESA. In addition, the Landis Sewerage Authority requires a connection fee prior to the discharge of groundwater to the sewer system. Per ESA's discussions with the Landis facility, the connection fee would be more than \$20,000 if it were to be paid by ESA. However, the connection fee will be significantly less if paid by the City, directly. Therefore, payment of the connection fee is not included in this proposal.

If sewer discharge permits cannot be secured, groundwater may need to be transported and disposed off-site. If this proves to be the case, the price for this additional service will be handled as a change order.

ESA has provided no provisions herein for any sheeting or soil support system. If such a system is desired by CLIENT or needed, the costs for its design and installation will warrant a change order.

Work will be performed during regular weekday business hours.

ESA must be provided with free and clear access to each work zone.

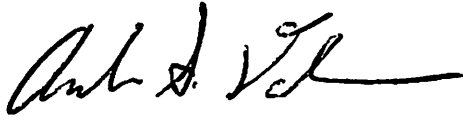
ESA assumes installation of temporary electric service and sanitary facilities for crew use, but that a municipal water connection will be made available on-site for use.

All work is to be performed under Professional Services Contract between ESA and City of Vineland and ESA's Standard Terms & Conditions attached hereto.

ESA's soil disposal price assumes that all petroleum-impacted soil meets disposal facility soil re-use requirements and is characterized as non-hazardous.

Should you have any questions or if my office can be of additional assistance please feel free to contact Stephen Fauer or myself at 732-469-8888 or via email at adaher@askesa.com.

Sincerely,

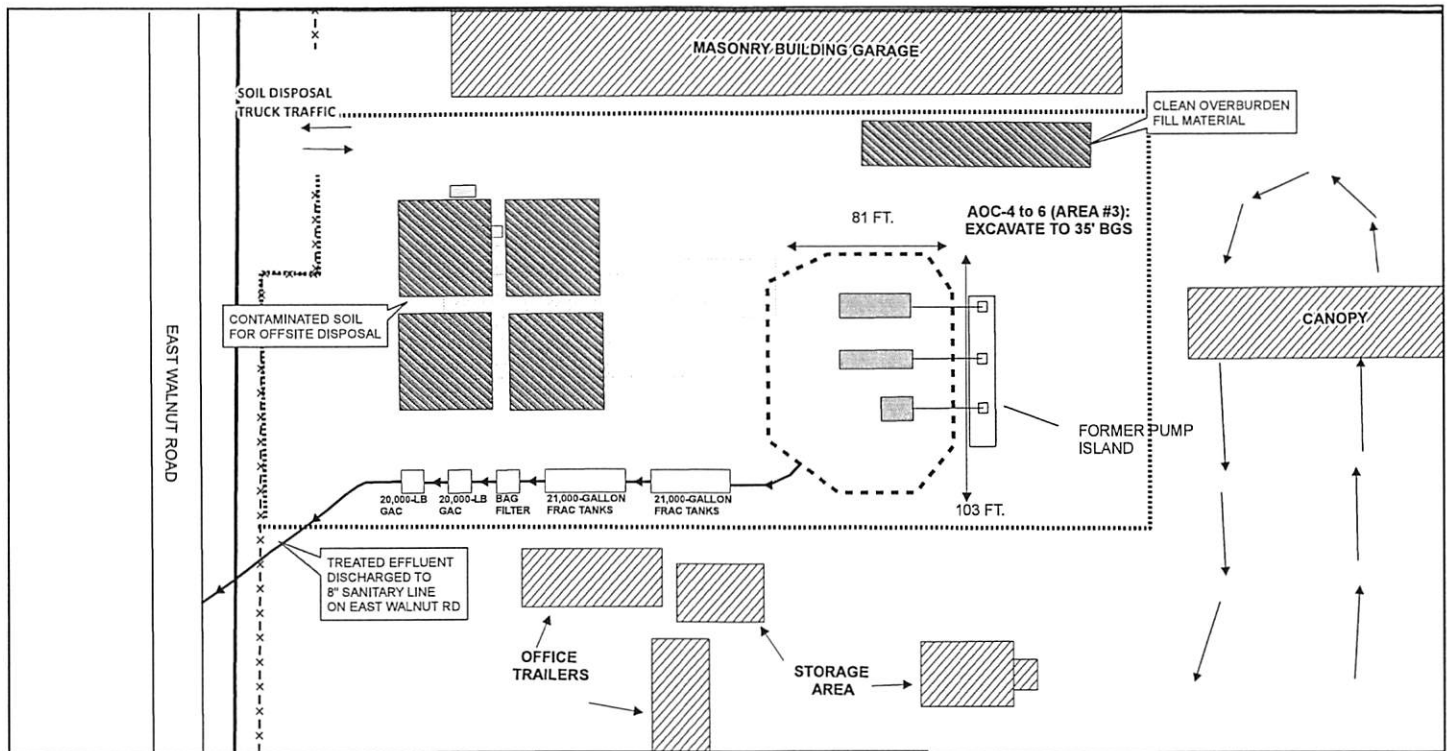


Andrew Daher
Director of Project Management / NJDEP Subsurface Evaluator

ACCEPTANCE: The above prices and specifications of this PROPOSAL 20-5591 are satisfactory and are hereby accepted. All work will be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

Authorized Signature and Title

Date



LEGEND		ENVIRONMENTAL STRATEGIES & APPLICATIONS, INC.				
[Solid Line]	SITE BOUNDARIES	495 UNION AVENUE, SUITE 1D MIDDLESEX, NEW JERSEY 08848				
[Hatched Box]	ONSITE BUILDINGS	TITLE: SITE STAGING/TRAFFIC/DEWATERING PLAN				
[Dashed Box]	TEMPORARY STOCKPILE AREAS	SITE: 1086 EAST WALNUT ROAD, BLOCK 5007, LOT 56 CITY OF VINELAND, CUMBERLAND COUNTY, NEW JERSEY 08360				
[Dotted Line]	PROPOSED EXCAVATION EXTENT	DRAWN: JV	SCALE: 1 inch = 40 feet	DATE: 11/02/2020	PROJECT: X4081	FIGURE:
[Dashed Line with X-X]	FENCELINE	<div style="display: flex; justify-content: space-between;"> <div> <p>FORMER UST LOCATION (AOC-4 to 6)</p> <p>GROUND WATER TREATMENT SYSTEM</p> <p>TEMPORARY FENCELINE</p> <p>FUELING STATION TRAFFIC PATTERN</p> </div> <div> </div> </div>				

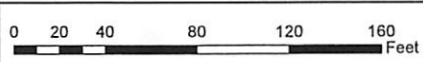
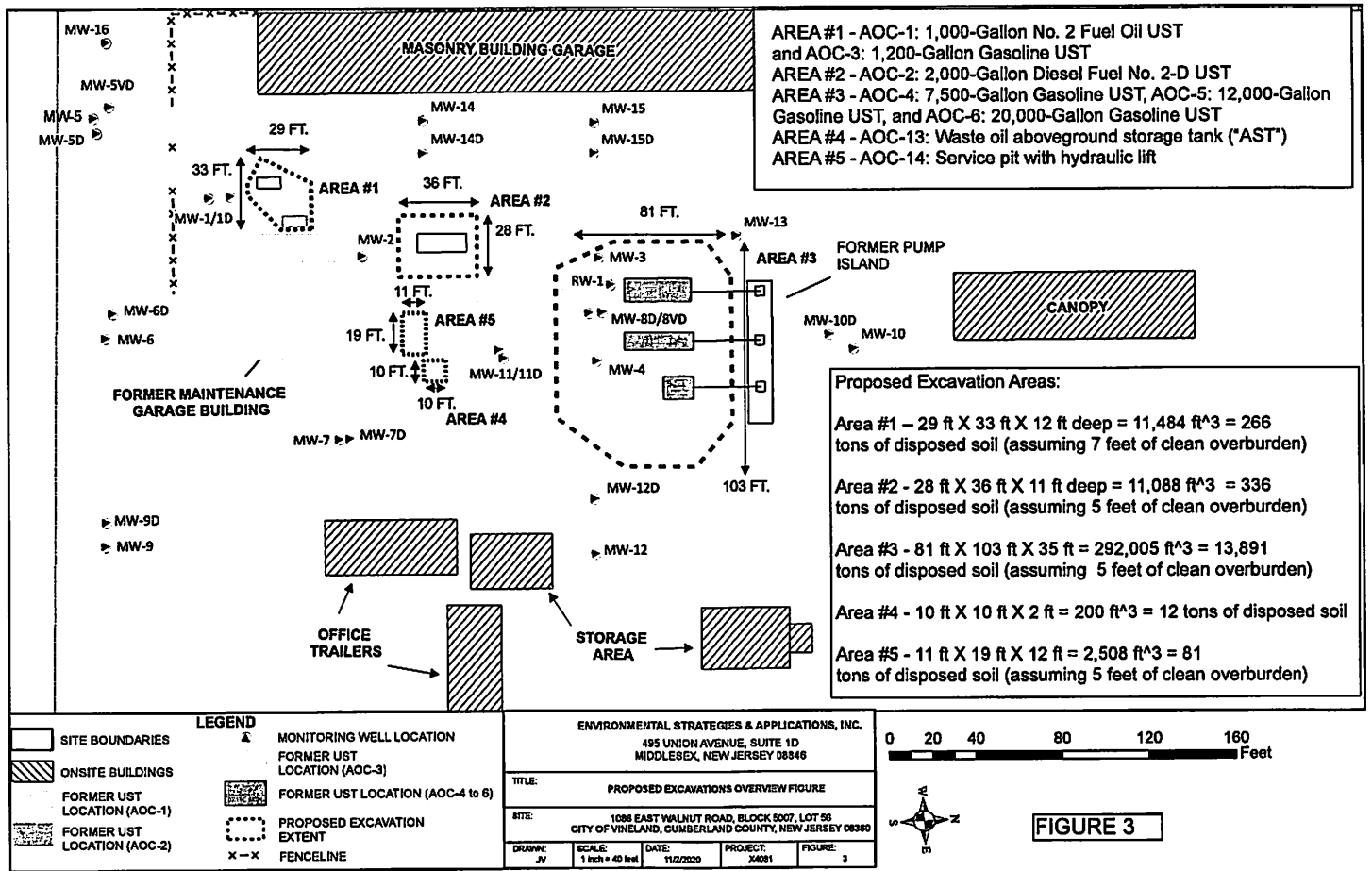


FIGURE 2



ENVIRONMENTAL STRATEGIES AND APPLICATIONS, INC. (ESA)

AGREEMENT FOR ENVIRONMENTAL SERVICES

STANDARD TERMS AND CONDITIONS

Environmental Strategies and Applications, Inc. (ESA) agrees to perform environmental services (the "Services") as described in ESA Proposal No. 20-5591 (the Proposal), incorporated herein by reference, for City of Vineland (hereinafter referred to as "CLIENT") on a time and materials basis under the Terms and Conditions set forth below. If such proposal or change order includes services to be performed by a Licensed Site Remediation Professional (LSRP), the additional LSRP terms and conditions attached are incorporated into this agreement.

1. FEES FOR PROFESSIONAL SERVICES

a) INVOICES

ESA will invoice for its Services in accordance with the prices, per-item fees and performance terms (either Time and Materials or Lump Sum) as quoted in the above-referenced proposal. Most prices, except for those supplied by subcontractors, are based upon the rates that appear in ESA's Fee Schedule, attached as Exhibit A. ESA reserves the right to increase prices upon thirty (30) days' notice.

b) CHANGE ORDERS

i) If at any time during the performance of the Scope of Work, ESA encounters conditions materially different from those indicated in this Agreement, specified by the Client, or if the Scope of Work must be materially changed due to previously unforeseen concealed or latent conditions, ESA will prepare and issue a Change Order, which Change Order may be a verbal Change Order confirmed in writing within three (3) days. ESA shall not be obligated to continue with the Scope of Work until the Client has approved such Change Order and provided any required additional financial securities. Notwithstanding the foregoing, if such unforeseen condition(s) have the potential to cause unsafe site conditions or allow or threaten an environmental release ("Emergency Conditions"), ESA is hereby authorized to take the necessary steps, and to incur the necessary and reasonable costs, to mitigate such Emergency Conditions, and the Client shall be responsible for payment of all costs incurred by ESA in response to mitigating an Emergency Condition.

ii) In the event the Scope of Work includes soil and/or liquid removal and disposal, it is expressly understood by the Client that all specified quantities set forth within the Proposal are estimated quantities and are estimated in accordance with generally accepted industry standards. While ESA will use reasonable efforts to provide a Change Order to the Client if it anticipates the actual quantities to be greater than the estimated amounts herein, it is understood and the Client hereby agrees that it shall be responsible for full and complete payment of the actual quantities at the unit rates specified herein irrespective of whether a Change Order was or was not ever provided or executed.

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email: info@askESA.com
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2. INVOICES AND PAYMENT

Payment for Services and reimbursement for costs performed by ESA are DUE WITHIN FIFTEEN DAYS AFTER PRESENTATION OF THE INVOICES. A 1.5 percent (1.5%) per month service charge will be added to all accounts that remain due and unpaid for more than fifteen (15) days beyond the due date. Payments not received within sixty (60) days of the due date may be put out for collection, and the Client shall pay any reasonable attorney's fees or other costs in collection of any delinquent amount. The Client will be in default if it does not pay a balance on time, files for bankruptcy, or makes an assignment for the benefit of creditors. Default means that ESA can demand immediate payment of the full balance. However, if the client, exercising reasonable discretion, disputes any part of the invoice by written notice within ten (10) days of the invoice and pays the undisputed portion, the disputed portion shall not be assessed any late charges nor be considered due until ten (10) days after ESA provides the requested information justifying the disputed charges.

3. CLIENT'S OBLIGATION

CLIENT will promptly provide ESA with all information in its possession to enable it to perform the agreed upon Services. In particular, CLIENT shall also provide ESA with accurate blueprints or other maps that indicate the location of underground structures and utilities. If Client has no knowledge as to whether or not underground structures or utilities may exist in the areas in which ESA will be performing the Services, it will inform ESA so that ESA may take reasonable precautions in performing its services, including, but not limited to, preparing a Change Order for CLIENT'S approval as may be appropriate. ESA will not be held liable and shall be indemnified by Client under the terms of section 10 below, for any damages incurred to undisclosed underground structures and/or utilities. CLIENT will ensure full cooperation of its employees with ESA personnel to facilitate performance of the agreed upon Services. ESA will coordinate utility mark outs, when necessary, but such mark outs will only be representative outside of the property, up to property boundaries.

4. DOCUMENTS/SAMPLES

All reports, drawings, plans, or other documents (whether the same be originals or copies) furnished to ESA by the CLIENT, shall, at CLIENT'S written request, be returned upon completion of the Services. However, ESA may retain one (1) copy of all such documents for its records. CLIENT shall be entitled to a copy of ESA's test results, but not its working documents. ESA shall be required to retain samples (soil or water) for no more than sixty (60) days but shall provide portions of such samples to CLIENT within or at the end of the sixty (60) day period at CLIENT'S request. ESA will not accept responsibility for the disposal or its related costs of hazardous sample material unless otherwise agreed to with CLIENT.

5. CONFIDENTIALITY

Each party will retain as confidential all information and data furnished to it by the other party which relate to the other party's information and the agreed-upon Services performed. However, CLIENT is aware that under certain circumstances, including but not limited to the provisions of N.J.S.A. 58:10C-16 et seq., ESA is required by law to disclose information to the

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New Jersey Department of Environmental Protection (the "NJDEP"). In particular, these reporting requirements include information coming to the knowledge of a Licensed Site Remediation Professional (LSRP) that on the property there is an Immediate Environmental Concern (IEC), or that a discharge has occurred, or for some other reason as required by law. Further, whether or not a LSRP is involved, CLIENT understands that disclosure to the NJDEP is required in the event of a spill known to emanate from an underground storage tank (UST). Unless required by law, ESA shall not submit any report of its findings to any governmental agency without CLIENT'S prior consent. CLIENT shall denote confidential materials by clearly marking them as such on each page. Information and documents in the public domain shall not be deemed confidential.

6. PROJECT DELAYS/FORCE MAJEURE

If ESA is delayed at any time in performing Services for any specific project or activity by an act, failure to act or neglect of CLIENT or CLIENT'S employees or any third parties; by changes in the scope of the work; by unforeseen circumstances including acts of force majeure, including but not limited to, fires, floods, riots, strikes, changes to foreign or domestic government acts, laws or regulations; by delay authorized by CLIENT and agreed to by ESA; by the unresponsiveness of CLIENT; or by any cause beyond the reasonable control of ESA, then the time for completion of such Services shall be extended for such period caused by the impact of the delay. ESA shall have absolutely no liability to CLIENT and shall not be responsible for delays caused by events or conditions beyond its reasonable control or as otherwise stated in this Section 6. ESA shall receive equitable compensation adjustment if the delays caused by any of the above result in changes to the scope of the work, require additional Services, or result in additional costs to ESA.

7. STANDARD OF CARE

ESA Services will be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted principles and practices of the environmental consulting profession in the locale of the work being performed. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED.

8. GOVERNING LAWS-

This Agreement shall be governed and construed in accordance with the laws of the state of New Jersey. Any action against ESA arising hereunder or relating hereto shall be commenced within one (1) year after the cause of action has accrued; otherwise, the same shall be barred. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in New Jersey in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) but not under the auspices of the AAA, and judgment confirming the award rendered by the Arbitrator may be entered in any Court having jurisdiction thereof. A single arbitrator shall be selected by the parties unless the parties agree otherwise. Lists of four arbitrators shall be submitted by each party to the other until the same arbitrator shall appear on both lists. If the parties cannot agree upon the selection of an arbitrator, the arbitration shall then be conducted under the auspices of the AAA. However, at ESA's option, a collection action under Section 2 above to collect the undisputed portion of an

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invoice, may be brought either in a court in the state of New Jersey, or utilizing the above arbitration procedure.

9. CONSEQUENTIAL DAMAGES

Notwithstanding any other provision contained in these Terms and Conditions or any other agreement between the parties, ESA will not be responsible for any incidental, indirect, punitive or consequential damages (as opposed to direct or actual damages) incurred by CLIENT or third parties or for which CLIENT may be liable to any third party relating to the Services performed hereunder or by application or use of reports or other work performed hereunder.

10. INDEMNIFICATION

The CLIENT agrees to indemnify and hold harmless ESA, its officers, agents and employees from and against all liabilities, losses, personal injury, damages, including but not limited to property and environmental damages, damages as described in Section 9 above, demands, claims, suits, taxes, costs and expenses including reasonable legal fees and other expenses of litigation, including, but not limited to, attorney's costs, expenses and fees to enforce this indemnification, arising out of or related to acts or failure to act, performed or to be performed by CLIENT, its agents, employees, or subcontractors; except to the extent such liabilities or losses are solely attributable to the gross negligence or willful misconduct of ESA, its agents, or employees. In addition, CLIENT agrees to defend, indemnify and hold harmless ESA, its officers, agents and employees against any and all liabilities or alleged infringement of patents covering apparatus, machinery, equipment, methods, processes, and compositions or any material installed and used by CLIENT or its subcontractors in any or all operations under this Agreement. CLIENT further agrees, notwithstanding anything above to the contrary, to indemnify ESA from any and all losses that might exceed ESA'S applicable insurance, as described in Section 12 below. This indemnification obligation shall survive the completion of ESA's services under this Agreement.

11. CLIENT COMPLIANCE REQUIREMENTS

When applicable, the NJDEP requires various compliance deadlines to be met with respect to environmental reports and work to be performed at CLIENT'S property. These requirements, and resulting penalties for non-compliance, are described in Subchapter 9 of N.J.A.C. 7:26C, entitled "Enforcement." Penalties can ensue if CLIENT fails to follow NJDEP's orders, ESA's recommendations, or if CLIENT simply fails to respond in a timely fashion. CLIENT expressly releases ESA, indemnifies and holds ESA harmless from any of the penalties (monetary or otherwise) contained in the Enforcement Section of N.J.A.C. 7:26C or as otherwise may be provided in those regulations or any similar or successor regulations.

12. INSURANCE

ESA carries Worker's Compensation Insurance as required by applicable law; General Liability Insurance for bodily injury and property damage; and errors and omissions (professional liability) insurance. Insurance certificates will be furnished on request. Subject to the provisions of Section 13 of this Agreement, within the applicable coverage and limits of said Insurance, ESA agrees to hold CLIENT harmless from and against loss, damage, injury, or liability arising solely from the negligent acts or omissions of ESA, its subcontractors, and their respective employees and agents acting in the course of their employment. If the CLIENT requires further

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insurance coverage, ESA will endeavor to obtain said coverage at the CLIENT'S expense, to protect ESA and CLIENT; however, under no circumstances will ESA be liable for personal injury, death, or property damage from any cause, including but not limited to, force and explosion, beyond the amount and coverage of the insurance provided hereunder. In addition, ESA shall be included as an additional insured under CLIENT'S general liability insurance, and as a beneficiary under any indemnification and hold-harmless agreements against third-party suits, when such indemnification and hold-harmless agreements are executed between CLIENT and owner of any real property, or any other third party, including without limitation the real property owner (if different from CLIENT), any other contractor, or supplier and any contractor who may perform work or provide material in connection with any study or report prepared by ESA or Services performed by ESA.

13. LIMITATION OF LIABILITY

As part of the consideration for ESA providing the Services indicated herein, CLIENT agrees that any claim for damages filed against ESA by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against ESA or its successors or assigns and that no individual officer, director or employee of ESA shall be held personally liable for damages, in whole or in part.

ESA's liability and CLIENT'S exclusive remedy for any cause of action arising hereunder, whether sounding in contract, negligence, or any other cause of action, shall be confined to the limits of ESA's applicable insurance coverage. All claims, including, but not limited to, those for negligence or any other causes whatsoever, shall be deemed waived unless made in writing and received by ESA within one (1) year after ESA's completion of the work from which the claim arose.

14. OTHER SERVICES

This Agreement applies to the services as described in the proposal referred to in the preamble to this Agreement. However, if ESA performs other services at CLIENT'S request, then such services shall be performed in accordance with these same terms and conditions. These terms and conditions shall therefore act as a Master Agreement between ESA and Client.

15. MISCELLANEOUS

- a) The Terms and Conditions set forth herein constitute the entire understanding of the parties relating to the provisions of the Services by ESA to the CLIENT. All previous proposals, offers, and other communications relative to the provisions of these Services by ESA, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modification or revision of any provisions hereof or any additional provisions contained in any Purchase Order, acknowledgment or other form of the CLIENT is hereby expressly rejected by ESA and shall not operate to modify this Agreement. This Agreement shall take effect upon acceptance and execution with a signature as provided below.
- b) Should ESA commence arbitration or suit for damages for breach of this Agreement, including nonpayment of invoices, or to enforce this Agreement, or to enjoin CLIENT from violating this Agreement, including, but not limited to, by way of counterclaim, then ESA

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- shall be entitled to recover its reasonable legal costs and expenses for bringing and maintaining any such action, in the event that ESA is successful.
- c) **WAIVER OF TERMS AND CONDITIONS** - The failure of ESA in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in the Agreement or the waiver by ESA of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges in any other instance, and the same shall continue and remain in full force and effect as if no such failure to enforce had occurred.
 - d) **SEVERABILITY**- Every part, item or provision of this Agreement is severable from any other. Notwithstanding any possible future finding by any duly constituted authority that a particular part, term or provision is invalid, void or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.
 - e) **CLIENT** acknowledges that ESA cannot assure **CLIENT** that desired approvals or clearances will be obtained, that its actions will meet all current or future regulatory requirements or that its site will be rendered clean.
 - f) **CLIENT** recognizes that ESA's test results will not provide information as to the conditions of those portions of **CLIENT'S** premises that are not tested.
 - g) **OWNERSHIP OF CONSULTING MATERIALS** - ESA shall retain full ownership, and all other rights, in regard to any and all notes, photographs, reports, or other consulting documents unless and until all fees are paid in full.
 - h) These Terms and Conditions and the Proposal incorporated herein contain the entire understanding of and between the parties hereto and constitute the entire agreement between the parties. These Terms and Conditions may be amended only by a written instrument, signed by the parties hereto, and must be signed before ESA provides any services pursuant to any such amendment. There can be no oral modification of these Terms and Conditions.
 - i) **CLIENT'S OBLIGATIONS FOR CHARGES.** By signing this agreement the undersigned represents that he/she is responsible for all charges due and owing in accordance with the agreement, and in addition, represents that he/she is the Client or represents that if the undersigned is not the Client, that he/she is authorized by the Client to execute this Agreement and permits the services to be performed for the Client's benefit and is personally responsible for paying all charges.
 - j) **BINDING AGREEMENT.** This agreement shall be binding upon, and shall be enforceable by and inure to the benefit of, the parties named herein and their respective successors and assigns; provided, however, that this agreement may not be assigned by the Client without the prior written consent of ESA, which consent shall not be unreasonably withheld.

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**ADDITIONAL TERMS AND CONDITIONS FOR SERVICES PROVIDED BY A LICENSED SITE
REMEDIAION PROFESSIONAL**

16. LSRP STATUTORY REQUIREMENTS

Client is advised that LSRPs are statutorily required under the Site Remediation Reform Act, C.58:10C-1 et seq. and the regulations promulgated thereunder by the New Jersey Department of Environmental Protection ("NJDEP"), hereinafter collectively referred to as "SRRA", to hold paramount the protection of public health and safety, and the environment. The LSRP is obligated to notify both the client and NJDEP of certain violations of applicable laws, rules and regulations as specified in the Code of Conduct applicable to LSRPs. The LSRP is required to notify NJDEP when he/she has confirmed a release of oil or a hazardous material to the environment. These obligations supersede any confidentiality agreement or other business arrangement with the Client. In addition, if a LSRP identifies a condition that, in the LSRP's independent judgment, is an Immediate Environmental Concern ("IEC", as defined in N.J.A.C. 7:26E-1.12-1.16), then the LSRP will, (1) immediately verbally advise the Client of the LSRP's duty to notify NJDEP of the IEC; and (2) immediately notify NJDEP of the IEC condition by calling the NJDEP's telephone hotline. Any information or documents relied upon by the LSRP to reach a remedial decision or issue a Response Action Outcome ("RAO") statement (as defined in N.J.A.C. 7:26C-6.2) must be forwarded to NJDEP, and will be placed on a publicly accessible website operated and maintained by NJDEP.

17. LSRP PROFESSIONAL OBLIGATIONS

ESA's LSRP will exercise reasonable care and diligence and will apply the knowledge and skill ordinarily exercised by LSRP's in good standing practicing in the State of New Jersey, at the time the services are performed. The LSRP will exercise independent professional judgment, comply with the requirements and procedures set forth in the Code of Conduct provision of N.J.S.A. 58:10C-16, make a good faith and reasonable effort to identify and obtain the relevant material facts, data, reports, and other information evidencing conditions at an impacted site for which the LSRP is responsible. The LSRP also will identify and advise the Client as to other data and information that may be needed to render a remedial opinion or issue a RAO for the site. Should any time deadline set forth in SRRA not be met due to the acts or inaction of Client, Consultant shall not be liable for any additional costs, permit fees, fines, penalties or other costs that are assessed or incurred as a result of the failure to timely meet such deadline.

Client understands, acknowledges, and agrees that in the event that the LSRP's obligations under SRRA conflict with the wishes or intentions of the Client, the LSRP is bound by law to comply with the requirements of SRRA. The LSRP must have the ability to make judgments regarding the adequacy of work, based on compliance with applicable statute, regulations and guidance. If such judgments are not supported by the Client or their employees, representatives, the party responsible for conducting the remediation, legal counsel, consultants, and contractors, the LSRP will notify Client of such difference, and after reasonable discussion, and at any time, the LSRP retains the right to submit a notice of termination of LSRP of Record status to NJDEP.

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Client:

BY:

Name

Title

Date

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ENVIRONMENTAL STRATEGIES & APPLICATIONS, INC.
RATE SCHEDULE
EFFECTIVE January 1, 2020 – DECEMBER 31, 2020

PERSONNEL: All rates are per hour.

Principal / Principal Consultant	\$245
Program Director/Executive	\$215
LSRP	\$225
Senior Project Manager	\$175
Certified Industrial Hygienist	\$205
Project Manager	\$160
Certified Indoor Environmental Consultant	\$140
Associate Project Manager	\$115
Industrial Hygienist	\$120
EPA/AHERA Asbestos Building Inspector	\$120
Geologist/Hydrogeologist/Env. Scientist II	\$95
CAD/GIS/Designer	\$95
Mold Inspector	\$95
Environmental Scientist I	\$85
Environmental Technician	\$65
Administrative Support	\$60

EQUIPMENT: All rates are per day, except where noted.

Disposables	\$50
Hand-Held Magnetometer	\$100
Hand Auger w/one extension	\$20
Vehicle (Incl. gas, mileage & tolls)	\$175
Water Level Indicator	\$35
Product Level Indicator	\$50
5-gallon Carbon Filter Unit	\$15

CONSUMABLES: All rates are per unit.

Tyvek Suits, each	\$25
55-gallon Drum	\$75
Tubing – HDPE ½" OD x 3/8" ID (per foot)	\$0.48
Bailer – SCW 0.75" x 36" Poly	\$7.50
Bailer – SCDW 1.5" x 12" Poly	\$7.50
Bailer – SCDW 1.5" x 36" Poly	\$10
5-gram EnCore Kit (Set of 3)	\$42
25-gram EnCore Kit for SPLP	\$15

ESA's invoiced charges include an assessed 6.0% insurance surcharge and a 2% office services surcharge.

Personnel are billed portal to portal.

Rates for expert preparation, depositions, and testimony are 2 times those listed. Rates subject to change upon 30 days' notification.

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