

March 6, 2023

John Arthur, Library Director
East Brunswick Public Library
2 Jean Walling Civic Center Drive
East Brunswick, NJ 08816

Via Email to jarthur@ebpl.org

Re: Non-LSRP Services Initial Contract - General Consulting
East Brunswick Public Library, 2 Jean Walling, Civic Center Drive, East Brunswick, New Jersey
Project No. P1427-2023

Dear Mr. Arthur:

Peak Environmental, a Nova Group, GBC company (Peak), appreciates the opportunity to provide East Brunswick Public Library (Client) with professional environmental services related to the East Brunswick Public Library site (Site). Our understanding of the scope of work, estimated costs and anticipated schedule are presented below.

SCOPE OF WORK – General Consulting

Peak will review data and information provided by the Client regarding potential asbestos-containing materials (ACM) at the Site. Based upon the review, Peak will provide the Client with guidance on the interpretation of the relevant requirements outlined in the applicable New Jersey regulations. Upon discussion with the Client, Peak will provide change orders to this contract outlining necessary technical tasks as needed.

General consulting services includes verbal and written correspondence, discussions with knowledgeable and/or regulatory officials and other consulting services not otherwise captured in the discrete tasks outlined within this proposal. This task will be billed as needed on a time and materials basis not to exceed the estimated amount below without prior Client approval.

SCHEDULE

Services conducted pursuant to this agreement will be initiated on receipt of the executed Proposal Acceptance Agreement and will continue on an as-needed basis.

COSTS

This \$2,500 Time and Materials estimate has been developed in accordance with the preceding scope of work and the attached rate sheet. Peak will notify you if a change in the scope of work or additional services are required to meet your project needs. Peak will not exceed the total estimated cost of this proposal without Client authorization.

PROPOSAL ACCEPTANCE AGREEMENT

If the preceding scope of work is acceptable, please execute this contract by signing below and returning this page to the undersigned. On receipt, Peak will initiate environmental services described above. *This executed document and Attachments constitute our professional services contract. This contract will not be considered binding without return of this executed document. This proposal is valid for a period of 30 days from issuance.*

We appreciate the opportunity to provide you with professional services and trust the foregoing information is suitable to meet your needs. We remain available to discuss any aspect of this project.

Sincerely,
Peak Environmental, A Nova Group, GBC Company

Kassidy Klink

Kassidy J. Klink, PG, LSRP
Associate

Robert Edgar
Robert Edgar (Mar 7, 2023 11:13 EST)

Robert M. Edgar, LSRP
Managing Principal

Attachments

Attachment 1: Standard Time and Materials Rate Schedule
Attachment 2: Standard Terms and Conditions

Approval and Payments of Charges

Invoices will be charged to the account of:

John Arthur, Library Director
East Brunswick Public Library
2 Jean Walling Civic Center Drive
East Brunswick, NJ 08816

Via Email to jarthur@ebpl.org

John Arthur
Signature: John Arthur (Mar 7, 2023 11:36 EST)

Name: John Arthur

Title: Library Director

Date: Mar 7, 2023

Fees and Retainer

Total Costs.....	\$2,500
Retainer Due	\$0

ATTACHMENT 1. STANDARD TIME AND MATERIALS RATE SCHEDULE

Labor

Sr. Managing Principal	\$245/hr
Managing Principal	\$220/hr
Associate / LSRP	\$210/hr
Senior Project Professional (Manager, Engineer, Professional Geologist or Professional Engineer)	\$195/hr
Project Manager	\$160/hr
Project Professional (Scientist, Geologist, Engineer or Subsurface Evaluator, Regulatory Compliance Specialist)	\$125/hr
Staff Scientist	\$100/hr
Field Technician	\$75/hr
Senior CADD Operator / CAD-GIS Specialist	\$90/hr
CADD Operator	\$75/hr
Project Assistant	\$75/hr

Labor and Travel Expenses

For field events, labor and mileage is billed portal to portal from our East Brunswick Office. Overtime (greater than 8 hours/day) may be invoiced at 1.5 times the standard rate with weekend/overnight work invoiced at two times the standard rate.

Contractors and Outside Expenses

Unless otherwise specified, the charges for travel, subsistence, communications, mail and shipping charges, contractor, and all other direct expenses will be billed at the cost plus 20% processing and management charge.

Sampling and Monitoring Equipment

Site Vehicle (up to 100 miles, \$0.625 per mile thereafter)	\$145/day
Small Tools and Supplies	\$85/day
Organic Vapor Meter/Photoionization Detector (PID)	\$165/day
Water Level Meter	\$130/day
Oil/Water Interface Probe	\$140/day
Low-Flow Groundwater Sampling Equipment, including DTW meter and PID/kit/day (exclusive of tubing)	\$710/day
Low-Flow Accessories	\$85/well
Shallow well traditional/3-volume Sampling Equipment, including DTW meter and PID (<49 ft deep)/kit/day (exclusive of tubing)	\$540/day
Deep well traditional/ 3-volume Sampling Equipment, including generator, DTW meter and PID (>49-ft deep)/kit/day	\$710/day
Teflon Tubing	\$2.70/ft
Polyethylene tubing	\$0.32/ft
Trimble GPS	\$250/day
LEL/O2/Explosion/Toxic Gas Meter	\$115/day

Expert Witness/Litigation Support/Deposition and Testimony

Litigation-related services will be provided at 1.5 times the standard rate for preparation for testimony; 2 times the standard rate for expert deposition testimony; and 2.5 times for trial expert testimony.

*Peak Environmental reserves the right to increase our labor rates at any time after 12 months from the signing of the contract. Rate increases will not exceed 6% of the current labor rates. (Revised September 2022)

ATTACHMENT 2. PEAK ENVIRONMENTAL STANDARD TERMS AND CONDITIONS

Method of payment: Peak will invoice Client monthly for all services rendered during the previous 30 days. Payment will be due within 30 days. Client shall notify Peak in writing of any disputed invoice within 15 days of receipt, otherwise, all invoice charges are agreed to be acceptable. Balances not paid within 30 days will be considered delinquent and will be assessed interest at a rate of 1.5% per month. Peak reserves the right to institute action for collection of any delinquent fees and Client is responsible for all costs and reasonable attorney fees incurred by Peak as a result of its collection efforts.

Permit Assistance: Client shall assist Peak in obtaining all necessary governmental permits and/or approvals required for the performance of the services. Peak's obligations are specifically subject to the issuance of all such permits and or approvals.

Standard of Care: The services will be performed for the exclusive benefit of the Client. The services shall be conducted by Peak consistent with the level of care and skill ordinarily exercised by the environmental industry in the same local acting under similar circumstances and conditions except as set forth herein. Peak makes no other representation, guarantee, or warranty expressed or implied in fact or by law whether of Merchantability, fitness for any particular purpose or otherwise, concerning any of the services which may be furnished by Peak to the client.

Deliverables: All deliverables, including plans, designs and specifications prepared by Peak hereunder shall become Client's property upon final payment for the services. Peak shall retain copies of all deliverables. Deliverables may not be used or reused by the Client, its employees, agents or subcontractors on any extension of the project or on any other project without the prior written consent of Peak, which consent will not be unreasonably withheld.

Limitation of the Scope of Services: Client acknowledges that Peak has not had any role in generating, treating, storing, or disposing of hazardous or toxic substances, pollutants and contaminants or other waste materials "Waste Materials" which may be present at the site. Any Waste Materials connected with the Services shall at no time become the property of Peak. Nothing herein shall require Peak to assume the role of generator, or a storage or a treatment or disposal facility as those terms are defined by the Resource Conservation and Recovery Act, or any state statute or regulation governing the generation, treatment storage or disposal of hazardous waste or solid waste. If the services include transport and disposal of Waste Materials from the Site, Peak may evaluate and recommend possible disposal sites for clients use. Peak cannot accept ownership, title, or responsibility for Client's waste or of the disposal of any Waste Materials. Client agrees that it shall evaluate and "select" disposal of any Waste Material and shall be solely responsible therefore. Arrangements made by Peak for treatment, storage, transport or disposal of any waste materials shall be construed as being made solely for Client's benefit and Client shall indemnify and hold harmless Peak against all claims, damages, losses, liability and expenses, including attorney's fees, which arise there from.

Clients Indemnification: Client shall indemnify and hold harmless Peak, its officers, employees and agents against all losses or claims, and costs incidental thereto (including costs for defense, settlement and reasonable attorney's fees) which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, or contamination of or adverse effects on the environment, arising out of which or are in any way connected with (i) any release or threatened release of Waste Materials, or any other activity relating to the Waste Material (ii) the negligent acts or omissions of the Client, Client's employees, agents and subcontractors, or (iii) Client's breach of this Contract.

Limitation of Peak's Liability to Client: Except for willful misconduct of Peak, all claims asserted against Peak by Client, are limited to the total dollars received pursuant to this Contract. Peak is not responsible for any special, incidental, direct or punitive or consequential damages (including loss of profits) incurred by Client as a result of Peak's performance or nonperformance of Services. Any claim shall be deemed waived unless made by Client in writing and received by Peak within one (1) year after completion of services.

Required Disclosures by Client: Client shall provide Peak all information which is known or readily accessible to Client which may be reasonable and /or necessary for completion of the services by Peak.

Force Majeure: Neither party shall be responsible for damages or delays caused by force majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this contract, Force Majeure includes, but is not limited to adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss or failure to obtain permits, unavailability of labor, materials, fuel or services; court orders; Acts of God; acts, orders, laws, or regulation of the United States Governments, or the several states, or any foreign country, or any governmental agency. Should force majeure occur, the parties shall mutually agree on the terms and conditions upon which the Services may be continued.

Termination: This Contract may be terminated by either party upon thirty-day written notice to the other party. Irrespective of which party terminates or the cause therefore, Client shall, within thirty days of termination, compensate Peak for costs incurred up to the time of termination, as well as those associated with termination and post termination activities, such as demobilization, modifying schedules, reassigning personnel, decontaminating and/or disposing of equipment, disposal and replacement of contaminated consumables.

Site Access: Client grants a right of entry to the Site to Peak, its employees, agents, and subcontractors, to perform the Services. If Client does not own the Site, Client warrants that it has the permission of the owner of the Site to grant this right of entry to Peak. If in order to perform the services, Peak damages or alters a site owned by a third party, Client agrees to pay the cost of restoring the site to its condition prior to the performance of the Services.

Entire Contract: The Contract constitutes the entire agreement between parties and supersedes any and all prior written or oral agreements existing between the parties. This Contract may be amended only by written instrument signed by each party.

Precedence: This Contract shall take precedence over any inconsistent or contradictory provisions contained in any Client issued purchase order, requisition, notification to proceed, or like document regarding the Services.

Survival: All obligations arising prior to the termination of this Contract and all provisions of this Contract allocating responsibility or liability between Client and Peak shall survive the completion of Services hereunder and the termination of this Contract.

Governing Law: This contract shall be governed by the, construed and interpreted in accordance with the laws of the State of NJ, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.

East Brunswick Library - General Consulting Proposal - P1427-2023

Final Audit Report

2023-03-07

Created:	2023-03-07
By:	Roger Bajorek (roger.bajorek@novagroupgbc.com)
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✔ Agreement completed.

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