

GLASSBORO PUBLIC SCHOOLS
GLASSBORO, NEW JERSEY

TO: Mark Silverstein
FROM: Scott Henry
DATE: November 2, 2018
RE: Agenda item for November 14, 2018

Recommend the Board of Education approve the attached contract with French & Parrello Associates to provide environmental services in connection with the soil remediation project at the Glassboro Intermediate School. Cost of contract not to exceed \$7,500. Funds are appropriated in the current 18-19 budget.



Corporate Office
1800 Route 34, Suite 101
Wall, NJ 07719
Regional Offices
Camden, NJ
Hackettstown, NJ
New York, NY

October 16, 2018

Mr. Scott Henry
GLASSBORO BOARD OF EDUCATION
560 Joseph L. Bowe Memorial Blvd.
Glassboro, New Jersey 08028

Re: Proposal for Ongoing Professional Environmental Services
Glassboro Intermediate School
Block 412, Lot 26
North Delsea Drive & MacClelland Avenue, Glassboro, New Jersey
FPA No.5588.003P8

Dear Mr. Henry:

INTRODUCTION

French & Parrello Associates (FPA), presents this proposal for environmental services at the above referenced site. FPA completed a remedial investigation (RI) of the fuel oil UST removal at the above site. According to the findings of the RI, elevated levels of EPH and semi-volatile compounds are present in soil at 19 feet below grade. Groundwater testing reported that targeted compounds were below applicable cleanup criteria and no further action is required for groundwater related to the UST. Groundwater, however, is impacted by a release from two offsite former gas stations.

In January 2018, FPA consulted with a remediation contractor to obtain preliminary costs associated with In-Situ injection. Based upon the input from the contractor, an injection program will cost more than \$100,000. The cost is very high due to the location of the impacted soil located approximately 15 feet below the foundation. Soil removal is not a cost efficient option either. At this time FPA recommends exploring all options for soil remediation. Our scope of services and fee is presented below

Client's Initials _____



SCOPE OF SERVICES

LSRP Compliance, Project Management and Oversight

1. FPA will provide project management, LSRP compliance and consulting services in regard to onsite and offsite issues.
2. We will attend meetings with client and NJDEP upon request.
3. FPA will consult with client, contractors and NJDEP to develop a feasible soil remedial action plan. Upon concurrence with the client and NJDEP, FPA will submit the remedial action workplan (RAW) to the NJDEP. All related NJDEP forms will also be prepared.
4. FPA will communicate with the LSRPs from the two offsite gas station sites. If required, FPA will oversee environmental testing performed by others. Testing may include groundwater, soil gas or indoor air studies.
5. FPA will consult with client and NJDEP to evaluate the feasibility of remediation using institutional and engineering controls.

FEE SCHEDULE

FPA's proposed services will be performed for the following time & materials fee:

Ongoing Professional Environmental Services..... \$7,500.00

PROJECT BUDGET.....\$7,500.00

PROJECT SPECIFIC TERMS & CONDITIONS

1. Proposal includes labor (\$416.25) which has accrued since our last contract/purchase order was maximized.

CLOSING

Attached with this proposal are the General Conditions of Services under which FPA enters into agreement for services rendered and our Schedule of Fees. Your return of a signed copy of this proposal indicating your acceptance to the terms and conditions presented herein will represent your authorization for us to proceed.



We thank you for the opportunity to submit this proposal and look forward to be If you have any questions, please do not hesitate to contact the undersigned at 732-312-9709.

Respectfully submitted,

FRENCH & PARRELLO ASSOCIATES

C. Dudley Warner, III
Vice President, Environmental Services

ACCEPTED BY:

NAME (Printed) _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____ DATE: _____



2018 SCHEDULE OF FEES

Senior Project Consultant.....	\$200.00/hr.
Project Consultant.....	\$185.00/hr.
Senior Project Manager.....	\$170.00/hr.
Project Manager.....	\$160.00/hr.
Senior Engineer.....	\$160.00/hr.
Project Engineer.....	\$135.00/hr.
Senior Staff Engineer.....	\$110.00/hr.
Staff Engineer.....	\$95.00/hr.
Licensed Site Remediation Professional (LSRP).....	\$175.00/hr.
Professional Geologist.....	\$145.00/hr.
Senior Environmental Specialist.....	\$140.00/hr.
Senior Environmental Scientist.....	\$130.00/hr.
Environmental Project Coordinator.....	\$115.00/hr.
Environmental Engineer.....	\$100.00/hr.
Environmental Scientist.....	\$95.00/hr.
Environmental Permitting Assistant.....	\$87.50/hr.
Environmental Technician.....	\$80.00/hr.
Licensed Landscape Architect.....	\$140.00/hr.
Professional Planner.....	\$125.00/hr.
Professional Land Surveyor.....	\$175.00/hr.
Senior Designer.....	\$130.00/hr.
Designer.....	\$115.00/hr.
Senior Drafter.....	\$100.00/hr.
Drafter.....	\$85.00/hr.
Technical Coordinator.....	\$85.00/hr.
Survey Party Chief.....	\$115.00/hr.
Senior Survey Technician.....	\$105.00/hr.
Survey Technician.....	\$85.00/hr.
Survey Field Crew (two person).....	\$195.00/hr.
Survey Field Crew Robotic (1 person).....	\$165.00/hr.
Lab Supervisor.....	\$95.00/hr.
Resident Engineer.....	\$110.00/hr.
Senior Field Representative.....	\$85.00/hr.
Field Representative.....	\$75.00/hr.
Field Technician.....	\$65.00/hr.
Staff Professional.....	\$55.00/hr.
Technical Assistant.....	\$75.00/hr.
Administrative Services.....	\$65.00/hr.



GENERAL CONDITIONS OF SERVICES

Client: Glassboro Board of Education Project Name: Ongoing Environmental Services

Project Number: 5588.003 Date: October 16, 2018

A. SCOPE OF SERVICES

The services to be provided by French & Parrello Associates, PA (FPA) have been set forth in the Proposal/Scope of Services and shall remain valid for a period of 90 days from the date of the Proposal, after which FPA may elect to withdraw or renegotiate this Proposal. All services not specifically identified are excluded from FPA's scope and will only be performed in accordance with a written amendment to the agreement outlining the exact services and the associated fees.

B. FEE

The total fee, except stated lump sum shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

C. BILLINGS/PAYMENTS

Invoices will be submitted monthly for services and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and FPA may without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of service. Retainers shall be credited on the final invoice. A monthly service charge of 1.5% of the unpaid balance will be added to PAST DUE accounts. In the event any portion or all of an account remains unpaid 75 days after billing, the Client shall pay cost of collection, including reasonable attorney fees. FPA reserves the right to stop work until invoices that are more than 75 days in arrears are paid in full. You agree that any delays, claims or losses associated with stopping of work under these circumstances will not be the responsibility of FPA.

D. STANDARD OF CARE

Services performed by FPA under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty, guarantee, or fiduciary responsibility is included or intended in this agreement, or in any report, opinion, document or otherwise. Unless otherwise specified in this proposal, the services performed by FPA will not include an independent analysis of work conducted, or information provided, by independent laboratories or other independent contractors retained by FPA.

E. HIDDEN CONDITIONS

When advised by FPA, investigation of structural conditions concealed by existing finishes shall be authorized and paid for by the client. Where investigation is NOT authorized, FPA shall not be responsible for the condition of the existing structure (except where verification can be made by simple visual observation).

F. INFERRED CONDITIONS

The Client understands that actual subsurface conditions may vary from those which are encountered at the locations of borings, test pits or other such subsurface explorations. FPA will base interpretations and recommendations upon conditions inferred from the conditions encountered. Client recognizes that any future determination of conditions different than those which were encountered at the sampling locations may significantly impact the interpretation and recommendations provided by FPA. Any such variation of conditions should be brought to the prompt attention of FPA to assess the impact of the variations on the previously provided interpretations and recommendations. FPA will take no responsibility for any interpretation or recommendation others may make based upon subsurface data provided by FPA.

G. STANDARDS AND CODES

If the work under the contract is to be performed in accordance with, or where the deliverables and instruments of service resulting from our work will be reviewed against codes, standards and regulations, the edition or revision of said codes, standards and regulations in effect as of the date of this agreement will apply. Any revisions to documents or other additional work caused by the application of a more recent code, standard or regulation shall be considered a Changed Condition under this agreement. In addition, any revisions or additional work required by regulatory agencies which are not explicitly outlined in applicable codes, standards or regulations will also be considered a changed condition under this agreement.

H. RIGHT OF ENTRY

The client shall provide for right of entry for all FPA personnel and equipment necessary to perform the intended scope of services. The client understands that while FPA will take reasonable precaution to minimize any damage to the property, some damage may occur in the normal course of work, the correction of which is not part of this agreement.

I. UTILITIES

FPA will take reasonable precautions to avoid damage or injury to any visible subsurface utilities or structures. FPA shall not be held responsible for damage to any underground utility or structure which has not been properly marked out by the respective owner of said utility or structure prior to the commencement of our work. If location of underground utilities is included under the Scope of Services, those locations will be based upon visible identification marks left by the respective utility companies or upon locations that can be visually identified from the ground surface. Unless other contractual agreements are made, this proposal does not include opening or entering manholes, inlets, trenches, or other utility access ways for the purpose of measuring, identifying, or locating said utilities.

J. CHANGED CONDITIONS

If FPA discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), FPA will notify Client in writing of the Changed Conditions. Client and FPA agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If FPA and Client cannot agree upon amended terms and conditions within 30 days after notice, FPA may terminate this Agreement and be compensated as set forth in Section Q, "Termination."



K. DISCOVERY OF UNANTICIPATED POLLUTANT RISKS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Unless FPA's Scope of Services specifically includes Environmental Services, FPA will not be responsible for the identification, delineation, evaluation, treatment or removal of any hazardous substance. Should such substance be encountered FPA will take action to protect the health and welfare of their personnel, and will notify the client for direction. The conditions of this section are superseded to the extent that the Scope of Services specifically includes the identification, delineation, evaluation and treatment of hazardous materials.

L. CERTIFICATIONS

Client agrees not to require that FPA execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) FPA believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) FPA believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) FPA has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by FPA is limited to an expression of professional opinion based upon the Services performed by FPA, and does not constitute a warranty or guaranty, either expressed or implied.

M. RISK ALLOCATION

Client agrees that, to the fullest extent permitted by law, FPA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of \$50,000 or the amount of FPA's fee (whichever is greater).

N. INDEMNIFICATION

The Client shall indemnify and hold harmless FPA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of FPA, to the extent that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except FPA, or anyone for whose acts any of them may be liable).

O. NO SPECIAL OR CONSEQUENTIAL DAMAGES

Client and FPA agree that to the fullest extent permitted by law FPA shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by FPA's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

P. OWNERSHIP OF DOCUMENTS

Client may use the documents for the project or purposes contemplated by this agreement. Client may not reuse the documents, nor any of FPA's concepts or approaches in the Proposal to client, for any extension of the project or other project without FPA's prior written consent. Any unauthorized reuse or extension of FPA's work is at Client's sole risk and without liability to FPA, and Client will indemnify, defend, and hold FPA harmless from all claims or damages arising from any unauthorized reuse or extension of FPA's work. All documents related to a project will be destroyed in accordance with FPA Document Retention Guidelines in effect at that time.

Q. TERMINATION

This Agreement may be terminated for convenience by either party by thirty (30) days written notice or in the event of substantial failure to perform in accordance with the terms of the Agreement by the other party through no fault of the terminating party by ten (10) days written notice. If this Agreement is terminated, it is agreed that FPA shall be paid the total charges for labor performed to the termination notice date, plus reimbursable charges.

R. DISPUTES RESOLUTION

All claims, disputes, and other matters in controversy between FPA and Client arising out of or in any way related to this Agreement, except for those related to Billing/Payments, will be submitted to "alternative dispute resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (a) Client assents to personal jurisdiction in the state of FPA's principal place of business; (b) The claim will be brought and tried in judicial jurisdiction of the court of the county where FPA's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction; and (c) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

S. SAFETY

FPA is not responsible for the implementation, discharge, or monitoring of any construction safety standards or practices, including demolition. These items are explicitly excluded from our scope.

T. SAMPLES AND WELLS

If FPA provides laboratory testing or analytic Services, FPA will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances. Client will take custody of all monitoring wells and probes installed during any investigation by FPA, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

U. BIOLOGICAL POLLUTANTS

FPA's scope of work does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that FPA will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure. In addition, Client will defend, indemnify, and hold harmless FPA from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by FPA's sole negligence. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

V. ENTIRE AGREEMENT

The Proposal/Scope of Services and these General Conditions constitute the entire agreement between Client and FPA. If a Purchase Order (PO) or similar document is used in conjunction with this Agreement, it shall be for the sole purpose of defining quantities and fees to be provided hereunder, and to this extent only are incorporated as a part of



this Agreement. Any preprinted terms and conditions included in such PO or similar documents shall not be incorporated and such PO or similar documents shall not be otherwise construed to modify, amend, or alter the terms of this Agreement.