

**RESOLUTION  
BOROUGH OF CLAYTON  
APPOINTING T & M ASSOCIATES  
AS ENVIRONMENTAL ENGINEER FOR THE BOROUGH OF CLAYTON  
FOR THE YEAR 2016, PURSUANT TO THE LOCAL PUBLIC CONTRACTS  
LAW  
(N.J.S.A. 40A:11-1, ET SEQ.)**

**R-25-16**

**WHEREAS**, there exists a need for an Environmental Engineer in the Borough of Clayton for the purpose of providing the Borough with environmental services and advice; and

**WHEREAS**, funds are or will be available for this purpose; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires the governing body of a contracting unit to public a notice in a newspaper authorized by law to publish its legal advertisements, setting forth the nature, duration, service and amount of the contract where such contract is awarded for "professional services" without competitive bidding;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Clayton as follows:

That T & M Associates, be hereby appointed as Environmental Engineer for the Borough of Clayton, to provide environmental services and advice to the officials of said Borough for the year 2016.

That the appropriate officers of the Borough of Clayton are hereby authorized to enter into the contract with the firm of T & M Associates, for environmental services above specified, for a term of one (1) year, commencing January 7, 2016, and to be paid in accordance with the 2016 budget.

This contract is awarded without competitive bidding as a "professional service" under the provision of the Local Public Contracts Law because the specialized training, education, experience and specialized knowledge needed for this position cannot be properly described in specifications which would have to be prepared for competitive bidding, and because

the law permits agreements for professional services without public advertising and bidding therefore.

A notice of the award of this contract shall forthwith be printed once in The Sentinel or South Jersey Times, the official newspaper of the Borough of Clayton, authorized by law to publish the legal advertisements of the Borough of Clayton, setting forth the nature, duration, service and amount of the contract, and further stating that this resolution and the annexed contract are on file and available for public inspection in the Office of the Clerk of the Borough of Clayton.

**ADOPTED**, at the reorganization meeting of the Mayor and Council of the Borough of Clayton on January 7, 2016.

**BOROUGH OF CLAYTON**



Thomas Bianco, Mayor

**ATTEST:**



Christine Newcomb  
Municipal Clerk

**CERTIFICATION**

I, Christine Newcomb, Municipal Clerk of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at the reorganization meeting of the Borough of Clayton, held on January 7, 2016.



Christine Newcomb  
Municipal Clerk

**BOROUGH OF CLAYTON CONTRACT FOR ENVIRONMENTAL CONSULTANT  
SERVICES WITH T & M ASSOCIATES**

THIS CONTRACT, made this 7th day of January, 2016, between the Borough of Clayton, a Municipal Corporation in Gloucester County, State of New Jersey, (hereinafter referred to as "Borough"); and T & M Associates, Inc. with Corporate Headquarters in Moorestown, New Jersey (hereinafter referred to as "Environmental Consultant"):

**WITNESSETH:**

That in consideration of the mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

1. Environmental Consultant will supply to the Borough of Clayton all of the ordinary and usual consulting services required by the Borough of Clayton for the term of this contract and shall be paid in accordance with the annexed fee schedule, and as determined by the Borough of Clayton. Ordinary and usual consulting services covered by this contract shall include the following:
  - A. General correspondence emanating from the Environmental Consultant's office.
  - B. General problems requiring consultation with the Consultant.
2. Consultant will provide any and all environmental consulting services beyond the ordinary and usual consulting services required, if requested by the Borough, for fee to be determined at the rates hereinafter provided. The Consultant shall provide by voucher to the Borough, verification of time spent, job title and rate per man on each job. The fees to be paid to the Consultant shall be in accordance with the attached fee schedule.
3. Consultant hereby agrees to provide to the Borough a cost estimate for all consulting work to be completed beyond the ordinary and usual consulting service prior to the commencement of said work.
4. The term of this contract shall be for a period of one (1) year, commencing on January 7, 2016.
5. This contract is made in conformity with the Local Public Contracts Law of the State of New Jersey and shall be construed in accordance with said act.

BOROUGH OF CLAYTON

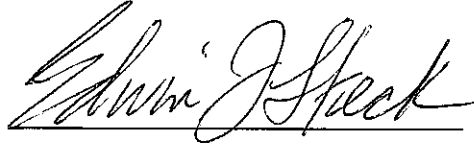


\_\_\_\_\_  
THOMAS BIANCO, MAYOR

ATTEST:

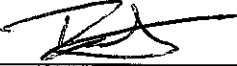
  
\_\_\_\_\_  
CHRISTINE NEWCOMB, CLERK

T & M ASSOCIATES, INC.

A handwritten signature in cursive script, appearing to read "Edwin J. Speck", written over a horizontal line.

*SA* Vice-PRESIDENT

WITNESS:

A handwritten signature, possibly initials, written over a horizontal line.

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet target county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

Certification

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT<sup>1589</sup>

**RENEWAL**  
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-AUG-2013 to 15-AUG-2016

**T & M ASSOCIATES  
11 TINDALL ROAD  
MIDDLETOWN**

**NJ 07748**



*[Signature]*

Andrew P. Sidamon-Eristoff  
State Treasurer

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

T & M ASSOCIATES

TAXPAYER IDENTIFICATION#

221-806,708/000

ADDRESS

ELEVEN TINDALL RD  
MIDDLETOWN, NJ 07748

EFFECTIVE DATE:

03/21/66

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#

0063800

ISSUANCE DATE:

09/13/01

*Patricia A. Chiacchis*

Director, Division of Revenue

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



**T&M ASSOCIATES**  
**LSRP STANDARD TERMS & CONDITIONS**  
**(FOR LICENSED SITE REMEDIATION PROFESSIONAL SERVICES)**

These Standard Terms & Conditions shall govern the performance of services pursuant to this Agreement.

As used herein, the term "Client" refers to the Client identified in T&M's Proposal/Scope of Services. The term "T&M" refers to T&M Associates. The term "Agreement" refers to this contract between T&M and the Client consisting of (1) the T&M Proposal/Scope of Services, and (2) these Standard Terms and Conditions. The "Project" is identified in T&M's Proposal/Scope of Services.

**1. SCOPE OF SERVICES.**

- a. Descriptions of the Services to be provided by T&M are set forth in the Proposal/Scope of Services. Services not set forth in the Scope of Services, or specifically itemized as Additional Services, are excluded from the scope of T&M's services and T&M assumes no responsibility to perform such additional services. If additional services become necessary during the course of the project, T&M can perform such additional services in accordance with a written agreement between the Client and T&M.
- b. T&M shall have no obligation to commence the Services as stipulated in this Agreement and/or any associated Work Authorization until both this Agreement and any applicable Work Authorization are fully executed and delivered to T&M.

**2. COMPENSATION.**

- a. **BILLING RATES.** Client shall compensate T&M at the billing rates identified in T&M's Proposal. Unless otherwise provided in the Proposal, compensation for services shall be based on T&M's Schedule of Hourly Billing Rates and Schedule of Miscellaneous Charges in effect at the time services are performed.
- b. **REIMBURSABLE EXPENSES.** Client shall pay T&M for reimbursable expenses according to the current Schedule of Miscellaneous Charges including, without limitation, application fees, printing and reproduction, courier and express delivery service, bulk/special mailings, facsimile transmissions and other costs of acquiring materials specifically for Client and related charges.
- c. **INVOICES.** T&M shall submit invoices monthly and payment in full is due upon presentation. Services shall be billed at a minimum increment of 0.25 hour. If Client fails to make any payment due T&M for services and expenses within thirty (30) days after receipt of invoice, the amounts due T&M will accrue interest at the rate of 1.0% per month until paid in full.
- d. **SUSPENSION OF SERVICES.** Once a payment is PAST DUE, the Client shall be deemed to be in breach of this Agreement and any other agreements between client and T&M. If a payment is PAST DUE, T&M may suspend performance of all services provided to client until T&M has been paid all amounts due and T&M shall have no liability whatsoever to the Client for any costs, delays or damages resulting from T&M's suspension of services caused by the Client's breach of this Agreement.
- e. **TERMINATION.** Client or T&M may terminate this Agreement with ten (10) days prior written notice for convenience or cause. In the event of termination, T&M shall be paid for all services rendered and costs incurred up to the date of termination. Neither T&M nor Client will be liable in contract or tort or otherwise for any incidental, special, indirect or consequential damages, including commercial loss, delays, lost profits or revenues or opportunities resulting from any termination of this Agreement.
- f. **COLLECTION COSTS.** In the event legal action is necessary to enforce the payment provisions of this Agreement, T&M shall be entitled to recover from the Client the reasonable attorneys' fees, court costs and expenses incurred by T&M in connection therewith.
- g. **FEE DURATION & ANNUAL ADJUSTMENT.** The hourly rates charged for T&M employees are adjusted annually in January to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted practices consistent with T&M's procedures.

3. **STANDARD OF CARE.** The standard of care for all professional services performed or furnished by T&M under this Agreement will be the care and skill ordinarily used by members of T&M's profession practicing under similar circumstances at the same time and in the same locality and based on facts and information available at the time services are provided. T&M makes no warranties, expressed or implied in connection with T&M's services.
4. **OWNERSHIP AND USE OF DOCUMENTS.** All reports, plans, specifications, computer files, field data, notes and other files and documents prepared by T&M pursuant to this Agreement ("Documents") are instruments of T&M's professional services and T&M shall retain an ownership and property interest therein. Provided full payment for services rendered is made by the Client to T&M, T&M grants to the Client a license to use the Documents for the purpose of constructing, occupying and maintaining the Project. The Documents are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse or modification of the Documents without T&M's written approval shall be at Client's sole risk and without liability to T&M and Client agrees to indemnify, defend and hold harmless T&M from all claims, damages and expenses, including attorney's fees and costs, arising out of such reuse by Client or by others acting through Client.
5. **CONFIDENTIALITY.** All information which the Client deems confidential shall be prominently branded "Confidential Information" prior to releasing said information to T&M. T&M will not intentionally divulge information regarding the Project which Client designates as confidential, except to Client or parties designated by Client or in response to subpoena or other similar legal requirements. Information which is in the public domain or which is provided to T & M by third parties is not considered confidential. Any information which is not clearly marked "Confidential Information" by the Client prior to disclosure to T&M shall not be deemed as confidential. Client authorizes T&M to identify Client as a T&M client and use photographs or illustrations of the project and non-confidential information in any sales or marketing literature.
6. **CONSTRUCTION COST ESTIMATES.** The Client shall advise T&M in writing of any budgetary limitations for the overall cost of construction. T&M will endeavor to work within such limitations and will, if requested and included within the scope of services, submit to Client an opinion of probable construction cost. Opinions of probable construction cost will represent T&M's reasonable judgment as a design professional familiar with the construction industry, but does not represent or guarantee that bids or negotiated prices will not vary or exceed budgets or opinions of probable cost. Client acknowledges that neither T&M nor Client has control over the cost of labor, materials or methods by which contractors determine prices for construction.
7. **RESPONSIBILITY DURING CONSTRUCTION.** T&M's services during the construction phase are intended to provide Client a greater degree of confidence that the completed work of Contractor will conform in general to the approved plans and related documents. T&M will endeavor to observe the progress and quality of the executed work of contractor(s) and determine in general if such work is proceeding in accordance with the requirements of the Project. T&M shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. T&M shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, T&M neither guarantees the performance of any Contractor nor assumes any responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
8. **SITE CONDITIONS.** T&M shall not be liable for damage or injury to any subterranean structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subterranean conditions; or the consequences of such damage or injury, if (with respect to this clause) (i) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by T&M in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iv) unknown physical conditions below the surface of the ground that differ materially from those ordinarily encountered and are generally recognized as inherent in work of the character provided under this Agreement.

Client shall provide to T&M all plans, maps, drawing and other documents identifying the location of any soil conditions or known contaminants or subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, T&M shall obtain the concurrence of the Client as to the location for such drilling or excavation. Should: (i) concealed conditions be encountered in the performance of the Services; (ii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iii) unknown physical conditions below the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and/or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20) days after the first observance of the conditions.

The Parties agree that reports prepared by or on behalf of T&M pertaining to site conditions, including but not limited to environmental, geotechnical or geologic reports (hereinafter collectively "Site Condition Reports"), are prepared for the exclusive use of the Client and its authorized agents, and that no other party may rely on Site Condition Reports unless T&M agrees in advance to such reliance in writing. Site Condition Reports are not intended for use by others, and the information contained therein is not applicable to other sites, projects or for any purpose except the one originally contemplated in the Services. The Client acknowledges that the Site Condition Reports are based on conditions that exist at the time a study is performed and that the findings and conclusions of the Site Condition Reports may be affected by the passage of time, by manmade events such as construction on or adjacent to the site, or by natural events such as floods, earthquakes, slope instability or groundwater fluctuations, among others. The Parties agree that interpretations of subsurface conditions by T&M or its subcontractors may be based on limited field observations including, without limitation, from widely spaced sampling locations at the Site. The Client acknowledges that site exploration by T&M or its subcontractors will only identify subsurface conditions at those points where subsurface tests are conducted or samples are taken. The Parties agree that T&M or its subcontractors may review field and laboratory data and then apply professional judgment to render an opinion about subsurface conditions at the Site and that the actual subsurface conditions may differ, sometimes significantly, from those indicated by T&M or its subcontractors. The Client agrees that any report, conclusions or interpretations will not be construed as a warranty of the subsurface conditions by T&M or its subcontractors. The Parties further agree that no warranty or representation, express or implied, is included or intended in any reports, conclusions, or interpretations prepared by or on behalf of T&M pertaining to site conditions.

9. **UNANTICIPATED CONDITIONS.** If during the performance of T&M's services, any unanticipated conditions are observed, which in T&M's judgment may affect the Scope of Services, T&M will notify the Client. Client agrees that the discovery of such unanticipated conditions constitutes a significant change in the Scope of Services. Based on T&M's evaluation of unanticipated conditions, T&M is authorized to take any of the following action: (a) Complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; or (b) Stop Work pending written agreement with the Client to modify the Scope of Services and Fees as required by the previously unanticipated conditions; or (c) Terminate the services effective on the date specified by T&M in writing. Client shall waive any claim against T&M and agrees to indemnify, defend and hold T&M harmless from any claim of liability for injury or loss arising from the encountering of unanticipated conditions.
10. **FORCE MAJEURE.** T&M is not responsible for delays caused by factors beyond T&M's reasonable control, including but not limited to delays due to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Project Owner to furnish timely information or to provide review comments promptly; or delays caused by faulty performance by the Client, consultants or contractors at any level.
11. **CONSEQUENTIAL DAMAGES.** In no event shall T&M be liable in contract or tort or otherwise for any incidental, special, indirect or consequential damages, including loss caused by delay, commercial loss, or lost profits or revenues or opportunities resulting from any service furnished by T&M under this Agreement.
12. **INSURANCE.** T&M shall maintain for the term of this:
- Worker's Compensation and Employer's Liability insurance, statutory limits.
  - Comprehensive General Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate.
  - Comprehensive Automobile Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate.
  - Professional Errors and Omissions insurance with a per claim limit of not less than \$3,000,000.

Certificates for all policies of insurance will be provided to the Client upon request.

13. **INDEMNIFICATION.** T&M agrees, subject to the provisions contained herein, to indemnify Client, and Client's officers, directors and employees, from and against any losses, damages and judgments arising from claims by third parties but only to the extent they are found to be caused solely by T&M's negligent acts, errors or omissions in the performance of professional services under this Agreement. **This indemnification provision is subject to and limited by the provisions agreed to by Owner and Engineer in the "Limitations of Liability" section of these Standard Terms and Conditions.**

The Client agrees, subject to the provisions contained herein, to indemnify T&M, and T&M's officers, directors and employees, from and against any losses, damages and judgments caused by the Client's acts, errors or omissions and by any of Client's contractors, subcontractors or consultants or anyone for whom the Client is legally liable. T&M is not obligated to indemnify the Client for the Client's own negligence.

- 14. LIMITATION OF LIABILITY.** Client and T&M agree that T&M's total liability for any and all losses, judgments, injuries, claims, expenses and damages arising out of, resulting from or in any way relating to T&M's services on this project, shall be limited to the total sum of \$50,000.00 or T&M's total fee for services rendered on this project, whichever is less. Client hereby releases T&M from any liability above such amount. The Client and T&M waive such claims and causes including, but are not limited to negligence, professional errors or omissions, direct or indirect damages, delays, consequential damages, lost profits, strict liability, and breach of contract or breach of warranty. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination.
- 15. GOVERNING LAW.** The laws of the State within which the Project is located will govern the validity of this Agreement, its interpretation and performance.
- 16. INDEPENDENT CONTRACTOR.** Unless otherwise provided in our proposal, T&M is and shall be an independent contractor in the performance of services covered by the Agreement, maintaining complete control of its employees and operations and neither T&M nor anyone employed by T&M shall be the agent, representative, employee or servant of the Client in the performance of the services covered by this Agreement.
- 17. ASSIGNMENT.** Neither T&M nor the Client shall assign or transfer their interest in the Agreement without the written consent of the other party. However, nothing contained in this paragraph shall prevent T&M from employing such consultants or subconsultants as T&M may deem appropriate. The covenants and agreements contained herein shall apply to and be binding upon the parties hereto and upon their respective assigns and successors.
- 18. DISPUTE RESOLUTION.** Client and T&M agree that they shall submit any and all unsettled claims, counterclaims or other unresolved disputes between to non-binding mediation, where each party shall pay its own costs and fifty percent (50%) of the mediator's fees. This provision shall not apply to fee collection lawsuits.
- 19. SEVERABILITY.** If any provision contained herein is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of the Agreement unenforceable.
- 20. SURVIVAL.** The express representations, indemnification and limitations of liability contained in this Agreement will survive the completion of all services of T&M under this Agreement or the termination of this Agreement for any reason.
- 21. ENTIRE AGREEMENT.** This Agreement (consisting of (1) Proposal/Scope of Services and (2) Standard Terms & Conditions) comprises the final and complete agreement between the Client and T&M. It supersedes all prior or contemporaneous communications or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and accepts the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and T&M. To the extent Client provides its own agreement and that agreement is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.

## **LSRP SPECIFIC TERMS & CONDITIONS**

- 22. LSRP BACKGROUND.** The Site Remediation Reform Act (SRRA) requires that a Licensed Site Remediation Professional (LSRP) oversees new NJDEP Site contamination cases, as well as other environmental issues associated with environmental remediation and construction.
- 23. INFORMATION PROVIDED BY CLIENT.** Client shall provide to T&M all information known about the Property/Site as is reasonably known and available to the Client, either directly or indirectly, whether known by a representative of the Client or provided to the Client by a third party. Failure to provide such information to T&M relieves T&M of any liability.
- 24. NJDEP REPORTING REQUIREMENTS.** Client acknowledges that, under certain circumstances, T&M is legally obligated to notify the NJDEP about conditions at the Property/Site as set forth in New Jersey laws, statutes or guidance and agrees not to hold T&M or the T&M employed LSRP or other T&M personnel liable for adhering to the reporting obligations and all other obligations mandated by New Jersey laws, statutes or guidance. In the event any condition is observed by the T&M employed LSRP that warrants a notification to the NJDEP in accordance with N.J.A.C.7:1E-5.3 and/or 7:26E-1.4, T&M will notify the Client prior to notifying NJDEP.

- 25. CLIENT NOTICE TO THIRD PARTIES.** Client acknowledges that if he is not the property owner or person responsible for conducting remediation on the referenced property, that Client has notified the property owner or person/entity responsible for conducting remediation on the referenced property, and that the property owner or person/entity understands, acknowledges and approves of these reporting obligations by the T&M LSRP, as defined within the proposed Scope of Services. Client will provide written consent of the Property/Site owner for T&M to access the Property/Site and to provide the LSRP services proposed.
- 26. CLIENT DELAY OR TERMINATION OF REMEDIAL WORK.** Client acknowledges that SRRA imposes upon any person responsible for the remediation of a discharge an affirmative requirement to remediate a discharge and to meet regulatory and mandatory time frames. If, for whatever reason, the Client and/or party who is responsible for the remediation of a discharge at the Property/Site chooses to stop or delay the remedial work, this shall constitute a breach of the Contract and shall relieve T&M from any further obligation to continue work on the Property/Site, and relieve T&M and the T&M LSRP from any liability arising from the cessation of work. Furthermore, Client acknowledges that the T&M employed LSRP has an obligation to notify the NJDEP that the Client has chosen to stop, delay or halt the remedial work and agrees not to hold T&M or the T&M employed LSRP or other T&M personnel liable for adhering to the reporting obligations and all other obligations mandated associated with LSRP program.
- 27. REMEDIAL FAILURE.** Client acknowledges that while the work performed by the T&M LSRP shall be performed in accordance with professional industry standards, T&M does not guarantee the long-term effectiveness of the remedial work. Remedy failure can be caused by factors other than negligence and remains the sole responsibility and legal obligation of the Client and not of T&M. Client agrees to release T&M from any liability arising from any future remedial failure.
- 28. DIRECT NJDEP CASE MANAGEMENT.** Client acknowledges that failure to strictly adhere to the requirements of the LSRP program can result in the NJDEP's decision to assign direct NJDEP case management to the project, with NJDEP "direct oversight" likely resulting in costly project delays and substantially increased costs to the Client.
- 29. NJDEP REQUIREMENTS FOR SPECIFIC END USERS.** Client acknowledges that the NJDEP has established presumptive remedies for certain end uses, such as residential development, schools and childcare facilities which require strict adherence to NJDEP requirements.
- 30. NJDEP AUDIT.** Client acknowledges that a Response Action Outcome (RAO) is subject to a three (3) year NJDEP audit, during which time the NJDEP may audit, modify or rescind the RAO if the remediation is deemed not to be protective of public health, safety and the environment. If the RAO is re-opened, invalidated, audited, modified or rescinded by the NJDEP, the Client acknowledges that the sole responsibility and legal obligation to take additional measures to remediate the Property/Site remains with the Client and not with T&M or the T&M employed LSRP.
- 31. CLIENT CONTINUING OBLIGATION UNDER NJDEP PERMIT PROGRAM.** Client acknowledges that if contamination is identified which will be left on-Property/Site under appropriate engineering controls and with the filing of the institutional controls, the engineering and institutional controls must be evaluated by the Client every two years under an NJDEP permit program. Unless specifically included in this Work, T&M has no obligation to perform the evaluation or provide any notice to the Client that this reporting obligation is approaching.
- 32. LSRP TERMINATION OF SERVICES.** Client acknowledges that the T&M employed LSRP may terminate services on this project for any reason and the LSRP's termination shall relieve T&M and the T&M employed LSRP from any further obligations or liability to continue work on the Site. Client acknowledges that his failure to make payment in accordance with the compensation terms of the Contract shall constitute a breach of the Contract and shall relieve T&M from any further obligation or liability to continue work on the Property/Site.
- 33. CLIENT EXECUTION OF NJDEP DOCUMENTS.** Client agrees to provide signatory for all documents and forms that are required to be submitted to the NJDEP as part of the remedial activities, and that signatory will be the individual with the appropriate level of authority within Client's organization to sign these documents.

**2016 SCHEDULE OF HOURLY BILLING RATES**

<b>Billing Titles</b>	<b>Billing Rate/Hour</b>
Junior Technical Staff Administrative Support Staff	\$83.00
Field Staff Professional Entry Level	\$99.00
Technical Staff Junior Professional Staff	\$120.00
Senior Technical Staff Professional Staff	\$140.00
Supervising Technical Staff Senior Professional Staff	\$151.00
Principal Professional Staff	\$162.00
Supervising Professional Staff Licensed Site Remediation Professional (LSRP)	\$177.00
Principal Division Manager Corporate Manager	\$184.00
	Billing Basis: Fixed Rate for Each Billing Title

MUN 2016

T&M occasionally uses part-time and temporary staff to meet peak workload demands and these staff members will be billed in accordance with the rate schedule above.

**2016 SCHEDULE OF MISCELLANEOUS CHARGES**

Effective: January 1, 2016

**CONTRACTED SERVICES**

Including subconsultants, contracted labor, subprofessionals, and subcontractors ..... Invoice Cost + 15%

**DIRECT EXPENSES**

Disbursements to agencies, vendors and suppliers Including equipment; interstate transportation; permit, application, review, and similar fees; printing, plotting, reproduction, binding, and other graphic services; outside computer services; title, research, and data services; courier and express services; project field office expenses; and out-of-state telephone costs ..... Invoice Cost

**OTHER CHARGES**

Mileage ..... Commensurate with IRS Guidelines

Travel and Subsistence ..... Invoice Cost

Field Vehicles ..... \$105/Day



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Aon Risk Services Northeast, Inc.  
New York NY Office  
199 Water Street  
New York NY 10038-3551 USA

CONTACT  
NAME:  
PHONE  
(A/C, No, Ext): (866) 283-7122 FAX  
(A/C, No.): (800) 363-0105  
E-MAIL  
ADDRESS:

INSURED  
T & M Associates  
11 Tindall Road  
Middletown NJ 07748 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Lexington Insurance Company	19437
INSURER B:	Employers Insurance Company of Wausau	21458
INSURER C:	Liberty Mutual Fire Ins Co	23035
INSURER D:	National Surety Corporation	21881
INSURER E:	Travelers Property Cas Co of America	25674
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 570061029272

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			TB2211261331025	07/08/2015	07/08/2016	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			S 91 MZA 8031 39 16	07/08/2015	07/08/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Comp/Coll Deductible	\$1,000
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			ZUP15P4058315NF	07/08/2015	07/08/2016	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCC211261331035	07/08/2015	07/08/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	E&O-PL-Primary			031428317	04/26/2015	04/26/2016	Per Claim Deductible	\$7,500,000
							Aggregate	\$250,000
								\$7,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Professional Services Contract - Environmental Consultant for the Borough of Clayton.

## CERTIFICATE HOLDER

## CANCELLATION

The Borough of Clayton  
125 North DeJesse Drive  
Clayton NJ 08312 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Northeast, Inc.*

Holder Identifier :

Certificate No : 570061029272



AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED T & M Associates	
POLICY NUMBER See Certificate Number: 570061029272		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570061029272	NAIC CODE		

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

[illegible]