



Via Email (lousjeis@gmail.com)

June 17, 2019

Lumberton Volunteer Fire Department  
34 Municipal Drive  
Lumberton, NJ 08048

Attn: Louis Kanicki

*Division of Consumer Affairs Registration number: 13V02697300  
Division of Consumer Affairs toll free telephone number: (800) 242-5846*

***AET Proposal # 14202a***

Re: Proposal for Site Remediation & Consulting Services  
Former Lumberton Volunteer Fire Department Building  
561 Main Street, Lumberton, NJ  
NJDEP Case #11-10-28-1722-24

Dear Mr. Kanicki:

As requested, based upon the data obtained at the site to date as a result of investigative work completed by others, Active Environmental Technologies (Active) has prepared and respectfully submits the following proposal. The Scope of Work presented herein includes the anticipated consulting & contracting services to remediate the contaminant plume, with the goal of obtaining case closure and a letter of No Further Action (NFA) from the New Jersey Department of Environmental Protection. *If you accept this proposal and sign this document, it will become the contract to perform the work as set forth herein and you will be bound by all of the terms and conditions listed below.*

A proposal to conduct additional remedial investigation / delineation sampling at the site was previously prepared and submitted by Active (Proposal #14202, dated June 3, 2019). The objective of the proposed additional remedial investigation / delineation sampling was to complete delineation of the contaminant plume and address certain data gaps identified by Active based on review and evaluation of information provided to Active. A listing of the information provided to Active and summary of the identified data gaps were provided in Active Proposal #14202 dated June 3, 2019. Notwithstanding, Active was subsequently contacted and asked to provide a proposal for the excavation and removal of the contaminated soil, without conducting any additional delineation sampling. Active agreed, with the caveat that without the additional delineation sampling we would need to make certain assumptions regarding the extent of the excavation. A listing of these assumptions is provided in **Attachment 1** hereto.

**1.0 Scope of Work & General Work Plan Overview**

The scope of work for site remediation and consulting services will follow the general requirements as outlined within N.J.A.C. 7:26E "Technical Requirements for Site Remediation" (Tech Regs). In overview, Active has developed a work plan based upon compliance with the Tech Regs and actions based upon professional experience deemed necessary to provide the greatest assurance that a letter of No Further Action (NFA) will be issued by the New Jersey Department of Environmental Protection (NJDEP) based upon the portion of the work proposed herein. To this end, the work plan shall include the general tasks noted below.

- Pre-Remedial Services
- Soil Excavation & Disposal, Backfill and Site Restoration
- Remedial Oversight, Post Excavation Soil Sampling
- Permitted Well Installation, Sampling, & Closure
- Post-Remedial Action Reporting
- General Project Management & Consulting Services

## **1.1 Pre-Remedial Services**

Prior to the commencement of remedial action at the site, several tasks must be completed. These tasks include the following:

### **1.1.1 Structural Inspection**

As the proposed excavation area is directly adjacent to the existing building and the assumed depth of excavation is currently estimated at eight and one-half (8.5) feet below existing grade, a structural assessment will need to be completed in order to determine the proper methodology to ensure that the building itself, as well as the safety of our field personnel, is maintained during remedial excavation activities. Active's structural engineer will complete an assessment of the structure and prepare sealed plans related to any support required for these improvements. Based upon our experience in similar situations, Active assumes that a structural support approach involving a total of ten (10) helical piers will be required along a portion of the rear of the building foundation.

### **1.1.2 Local Permit Application**

Upon receipt of the sealed plans for the required structural support, Active will apply to Lumberton Township for the permits required for structural support. The costs associated with local permits will be invoiced at Active's cost, plus a reasonable mark up, for reimbursement.

### **1.1.3 Pre-Construction Meeting**

As projects of this nature tend to be invasive and require significant planning, it is Active's policy to conduct a pre-construction meeting at the site with the property owner(s). At this time, Active will review and discuss the work plan, general procedures, and general time frames for the completion of the work in order to better prepare all parties with regard to what to expect. Additionally, at the time of the pre-construction meeting, Active will identify any tasks that may require completion by the property owner or others prior to Active's mobilization.

### **1.1.4 Waste Characterization Sampling, Analysis, and Facility Approvals**

In order to avoid stockpiling of contaminated soil on-site for any period of time, ESA will mobilize equipment and personnel to the site in order to collect the necessary soil sample(s) for waste characterization analysis. Although waste characterization sampling frequency and analytical testing varies from facility to facility, for purposes of this proposal Active anticipates collection of the following samples for waste characterization purposes;

- One (1), eight (8) point composite sample for extractable petroleum hydrocarbons (EPH) – category 2, non-fractionated; and
- One (1), five (5) point composite sample for volatile organic compounds (VOCs), Polycyclic Aromatic Hydrocarbons (PAHs), Total Metals (8 RCRA Metals), TCLP Metals (RCRA), Ignitability, Corrosivity, Reactivity (Sulfide and Cyanide), and PCBs.

Upon receipt of the waste characterization results Active will prepare and submit the necessary forms to the selected disposal facility in order to obtain approval for the disposal of the soil. For purposes of this proposal Active has assumed disposal of the soil as a petroleum contaminated, non-hazardous waste.

### **1.1.5 Public Utility Mark Out**

As public utilities that service the property may be located in portions of the work area and as required by law, a utility mark-out will need to be performed before any work activities can commence. Active will call for an underground mark-out through the New Jersey One Call System. Once notified, if there are public utilities in the area of work activities, the utilities will mark their lines. Not all-underground utilities are covered by this service. Also, utility mark-outs do not include portions of service lines that are the owner's responsibility to maintain. Active will not be held liable for any damage to any unmarked or improperly marked public or private utilities or replacement of the same.

## **1.2 Soil Excavation & Disposal, Remedial Oversight, & Associated Site Restoration**

During the course of remedial action at the site, several tasks must be completed. These tasks include the following:

### **1.2.1 Site Preparation Activities**

Upon arrival on site, Active will prepare the site for remedial activities. Initial site preparation work will include mobilization of personnel and equipment, move the existing aboveground storage tank (AST) from the planned area of excavation, and stripping and removal of the asphalt and concrete that is within the area of the planned remedial excavation. For purposes of this proposal Active has assumed that disconnection and removal of the backup generator will be performed by others.

### **1.2.2 Structural Support Installation**

Based on the available information, for purposes of this proposal Active has assumed that the impacted area does not extend beneath the existing building. Notwithstanding, based upon the location and estimated extent of the impacted area, the proposed excavation area is directly adjacent to the existing building. Additionally, the assumed depth of excavation is currently estimated at eight and on-half (8.5) feet below existing grade. Therefore, a structural support system will be necessary to ensure that the building itself, as well as the safety of our field personnel is maintained during remedial excavation activities. As noted within a preceding section of this proposal, Active's structural engineer will complete an assessment of the structure and prepare sealed plans related to any support required for these improvements. Upon Active's receipt of the sealed plans, Active will apply to Lumberton Township for the required permits. Based upon our experience in similar situations, Active assumes that a structural support approach involving the installation of up to ten (10) helical piers will be required.

### **1.2.3 Soil Excavation & Disposal**

Upon completion of site preparation as noted in the preceding section of this proposal, Active will begin the excavation and disposal of petroleum impacted soils. Based upon the information from the prior delineation activities completed by others, and certain assumptions as listed in **Attachment 1**, the area of excavation is estimated to be approximately forty seven (47) feet long by thirty seven (37) feet wide, encompassing a total area of approximately 1,739 square feet. Please note that as the excavation is performed, the soils will be field screened as noted in the following section until petroleum impacted soils have been sufficiently removed. Therefore, the actual excavation dimensions may be more or less, depending upon the conditions encountered in the field.

Active assumes that the top 4.5 feet of overburden soil (i.e., 0-4.5 feet), representing approximately 290 cubic yards, will be segregated and suitable for reuse as backfill material. Based on the available information, Active has assumed that the maximum depth of excavation will be 8.5 feet below ground surface and that the soils from a depth interval of 4.5 to 8.5 feet, representing approximately 258 cubic yards, will be impacted and therefore require disposal. Assuming a conversion factor of 1.5 tons per cubic yard, Active estimates a quantity of approximately 387 tons of non-hazardous, petroleum contaminated soil for disposal.

### **1.2.4 Dewatering of Excavation**

Based upon the prior fieldwork completed at the site, groundwater was reportedly encountered at an approximate depth of 5-5.5 feet below grade (bgs). Soils at the site primarily consist of a sandy and silty material overlying a dense clay material. As the proposed depth of excavation is 8.5 feet below grade, which is 3 to 3.5 feet below ground water, dewatering of the excavation may be necessary during the excavation process for safety, structural stability and remedial reasons. Based on the limited information regarding the soils at the site, it is not anticipated that a large volume of water necessitating the need for an on-site water treatment system will be removed. Therefore, in the event needed, Active will have on standby and ready for use a vacuum truck for dewatering of the excavation, with disposal of the water at a licensed facility.

### **1.2.5 Remedial Oversight & Sampling**

During the course of remedial excavation activities, Active will field screen the sidewalls and bottom of the excavation to determine the final horizontal and vertical limits of the excavation. Field screening will be accomplished by utilizing a Photo-Ionization Detector (PID) and Soil/Water Agitation Testing (SWAT). The use of these two methodologies will aid in the determination of the presence and levels of contamination remaining in the excavation.

Once acceptable field screen readings are found, confirmatory soil samples will be collected from the sidewalls and bottom of the excavation in accordance with the Tech Regs. NJDEP sampling frequency requirements for post excavation soil samples is one (1) sample per 30 linear feet sidewall for horizontal delineation purposes and one (1) sample per 900 square feet of bottom area for vertical delineation purposes. Based on the estimated extent of excavation as indicated above, and in accordance with the referenced NJDEP sampling frequency requirements, a total of ten (10) post excavation soil samples are anticipated; eight (8) sidewall samples for horizontal delineation purposes and two (2) bottom samples for vertical delineation purposes.

All soil samples will be collected into glassware provided by a State of New Jersey certified testing laboratory, placed into a laboratory shuttle maintained at 4° Celsius, and logged on a Chain of Custody document that shall remain with the samples until the samples are received by the testing laboratory. The soil samples will be analyzed by the New Jersey certified laboratory for Extractable Petroleum Hydrocarbons (EPH), with contingent analysis for naphthalene and 2-methylnaphthalene. Per current NJDEP requirements, the NJDEP unrestricted use standard for EPH is 5,100 mg/kg, however EPH concentrations equal to or below 5,100 mg/kg but great than 1,000 mg/kg require additional analysis for naphthalene and 2-methylnaphthalene on 25%, or a minimum of one (1) soil sample, with the samples having the highest EPH concentrations selected for the additional analysis. Standard laboratory turnaround time is ten (10) days from the date on which the laboratory receives the samples. Sampling equipment used for the collection of soil samples will be decontaminated prior to initial use and prior to reuse by washing with an Alconox<sup>®</sup> soap solution, rinsing with tap water, and allowing the equipment to air dry.

### **1.2.6 Backfilling, Compaction, & Site Restoration**

Following collection of post excavation confirmatory soil samples as detailed in a preceding section of this proposal, Active will install and mechanically compact the segregated clean overburden and certified clean backfill from a borrowed source in the excavation as appropriate. The a layer of QP stone will be placed over the clean overburden and certified clean backfill. In those areas where excavation has occurred in close proximity to the building footing, Active will install Controlled Density Fill (CDF) material also known as “flowable fill” to ensure that full compaction is achieved in those areas to avoid the potential for future settling.

Upon completion of backfilling, final site restoration activities will be completed, which will include, but not necessarily be limited to, replacement of the AST in its original location, general site cleanup, sweep the work area as required, complete any punch list items, and fully demobilize from the site.

## **1.3 Permitted Well Installation, Sampling, & Closure**

### **1.3.1 Permitted Well Installation**

Based on the information provided to Active, groundwater at the site has been impacted. Therefore, post-remediation ground water sampling will be required.

Therefore, upon completion of the soil remedial excavation and subject to compliant post excavation soil sample results, Active will prepare and submit well permit applications for the installation of three (3) permitted monitoring wells to the NJDEP Bureau of Water Allocation. Upon receipt of approved well permits, which generally requires two weeks for approval, Active will schedule the installation of the permitted monitoring wells with our licensed well driller. For the purposes of this proposal, Active assumes that the wells will be installed to a maximum depth of fifteen (15) feet below existing grade. Upon completion of well installation, the wells will be developed and then permitted to stabilize for a period of approximately two (2) weeks.

Additionally, following installation, the wells will be surveyed for both location and elevation by a licensed NJ surveyor. The well survey is necessary in order to evaluate ground water quality and

document the ground water flow direction. The licensed surveyor will also prepare the Monitoring Well Certification Form B for each well, as required by NJDEP.

### **1.3.2 Well Sampling Activities**

After the stabilization period, Active will mobilize to the site to collect the first of two consecutive rounds of groundwater samples from the wells. Upon opening the wells, Active will obtain a PID reading, depth to groundwater, and water quality information from each well, after which time each well will be purged as required and permitted to recharge. The well elevations will also be surveyed at this time by a licensed surveyor as needed to prepare a ground water contour plan, which will become an important piece of information from a reporting standpoint, to confirm the ground water flow direction and extent of the ground water contaminant plume.

One (1) groundwater sample will then be collected from each well for a total of three (3) samples. All samples will be collected into glassware provided by a State of New Jersey certified testing laboratory, placed into a laboratory shuttle maintained at 4° Celsius, and logged on a Chain of Custody document that shall remain with the samples until the samples are received by the testing laboratory. The groundwater samples will be analyzed by the New Jersey certified laboratory for Volatile Organics plus a library search for ten target compounds (VOA+10), Base Neutral Compounds plus a library search for fifteen target compounds (BN+15), and Select Ion Monitoring (BN SIM). Sampling equipment used for the collection of groundwater samples will be decontaminated prior to initial use and prior to reuse by washing with an Alconox® soap solution, rinsing with tap water, and allowing the equipment to air dry.

Upon completion of sampling activities, the expansion gripper plug will be replaced and the steel flush mount cover will be reinstalled to seal and protect the well. Upon receipt and review of the analytical data, assuming favorable results and in compliance with the timeframes set forth in the applicable regulations, Active will remobilize to the site in approximately 90 days from the first sampling event to collect a second round of confirmatory groundwater samples from all three wells. The second round of samples will be collected and submitted to the laboratory as noted above.

### **1.3.3 Well Closure Activities**

Active's well driller will return to the site upon review of the final report, to be prepared as discussed below, and upon the request of the NJDEP to properly seal and abandon the three wells. This is typically the final requirement prior to receipt of a No Further Action letter from NJDEP.

## **1.4 Post-Remedial Action Reporting**

Upon receipt and review of all data compiled as a result of the remedial action activities and assuming supporting data, the assigned project manager will prepare a Remedial Action Report (RAR) for submission to the NJDEP, requesting a letter of No Further Action and associated case closure. The RAR is a comprehensive report which will outline in specific detail all work activities completed at the site from the time of the tank closure activities through remedial activities and final groundwater sampling. The RAR shall also include all appropriate figures, tables, and analytical data pursuant to the Tech Regs. It is Active's intent to submit the RAR through the NJDEP's UHOT Program in order to achieve expedited case closure. The prices noted for the report include a total of three (3) copies of the final RAR; one copy for submission to the NJDEP UHOT Program, one copy for

the client, and one copy for Active's files. Additional copies can be provided upon request of the client at the unit cost of \$0.12 per page plus postage & delivery fees.

**1.5 General Project Management & Consulting Services**

Active will provide necessary technical personnel to complete additional consulting services required for project coordination and documentation and or correspondence / discussions with the client, local code officials, and the NJDEP as needed, which are beyond the limit of the scope of work as defined in the preceding sections of this proposal. Based upon prior experience, Active has included estimated time for these services in the attached budget estimate.

**2.0 Project Costs**

The prices quoted below are for conducting the services described and presented in the preceding sections of this proposal. The budget is meant to reflect the total costs for the performance of the scope of work as described in the body of the proposal. Active anticipates that the contracting activities will require up to thirteen (13) work days in the field; one (1) for the collection of waste characterization soil samples, eight (8) days total for the completion of the soil remedial excavation, backfilling and site restoration, one (1) day for well installations, two (2) days for sampling of the wells (i.e., one (1) day per sampling event), and one (1) day for well closures. The total cost for the project is estimated at \$100,851.08, which includes the following:

**Task 1: Pre-Remedial Services**

a. Structural Inspection and Plans	\$2,300.00
b. Local Permit Application Fees	Cost + 15%
c. Pre-Construction Meeting	N/C
d. Waste Characterization Sampling, Analysis & Approvals	\$2,212.03
e. <u>Public Utility Mark Out</u>	N/C
<b>Total Estimated Cost – Task 1</b>	<b>\$4,512.03</b>

**Task 2: Soil Excavation, Disposal & Remedial Oversight**

a. Site Preparation	\$6,608.55
b. Structural Support	\$18,564.40
c. Soil Excavation & Disposal	\$31,887.63
d. Backfilling & Compaction	\$18,510.18
e. Site Restoration	\$2,049.58
f. <u>Remedial Oversight, Sampling &amp; Sample Analysis</u>	<u>\$3,947.83</u>
<b>Total Estimated Cost – Task 2:</b>	<b>\$81,568.16</b>

**Task 3: Permitted Well Installation, Sampling & Closure**

a. Permitted Well Installations	\$6,368.00
b. Well Sampling and Analysis (2 rounds)	\$4,927.90
c. <u>Well Closures</u>	<u>\$800.00</u>
<b>Total Estimated Cost – Task 3</b>	<b>\$12,095.90</b>

**Task 4: Post-Remedial Action Reporting**

a. Remedial Action Report Preparation	\$1,500.00
b. Senior PM Report Review	\$375.00



c. NJDEP UHOT List Preparation	\$275.00
d. Report Binding, Copying & Shipping	\$125.00
e. <u>NJDEP UHOT Report Review Fee</u>	<u>\$400.00</u>
<b>Total Estimated Cost – Task 4</b>	<b>\$2,675.00</b>

Invoices will be based upon actual time/units required for completion for those tasks/items where time/unit prices are noted, therefore total projects costs may be slightly greater than or less than the estimated project total noted. All billing related to consulting personnel time is based upon minimum increments of 0.25 hours.

Active will perform the services as described only after obtaining written acceptance of this proposal by the client and upon authorization to proceed.

### 3.0 Time of Commencement and Completion

Subject to the issuance of all required permits, Active agrees that the work pursuant to this agreement shall commence within two (2) weeks of Active's receipt of a properly executed proposal and shall subsequently be completed within ten (10) months thereafter. Active shall not be liable for any delays caused by labor stoppages, laboratory delays, testing delays, unavailability of supplies or materials, inclement weather, fire, flood, epidemics, war, riots, civil unrest, strike, lockout, government action, industrial disturbances, NJDEP issues, EPA issues, shipping delays, unexpected ground conditions and/or any underground obstacles or obstructions, unforeseen circumstances or for any other reason beyond Active's control.

It should be noted that the time frame for receipt and review of all data from the remedial activities will require approximately four (4) months from the completion of the excavation work before all required soil and post-remedial ground water data is received and reviewed and the final Remedial Action Report (RAR) is ready for review and signature by the client and subsequent submission to the NJDEP. Thereafter, NJDEP review times vary and can be completed as quickly as 3 weeks from submission and receipt or up to 6 months. To that extent, please note that the start and end dates noted herein apply to the assumed reasonable time frames for completion of the excavation work as well as all post-remedial work up to the point at which the RAR is completed and submitted to the NJDEP. The time necessary for NJDEP review of the RAR is specifically excluded from predicted completion date as Active has no power or authority to drive NJDEP time frames. Please note that Active will make every reasonable effort to expedite completion of the remedial process which are within Active's control.

### 4.0 Terms & Conditions

1. Assumption used in preparing this proposal are provided in **Attachment 1** hereto, and are incorporated by reference as part of this proposal.
2. Active Environmental Technologies, Inc. (Active) and the customer agree and understand that all work activities shall comply with all Federal, State, and local laws and regulations pursuant to the execution of any identified services as described herein.
3. This proposal is based upon Federal, State, and local regulations presently in effect. Should the Federal, State or local government revise the relevant regulations, Active reserves the right to amend its proposal.



3. Active assumes that there is free and clear access to the site. Client will be responsible for ensuring ample room for safe working conditions.
4. Active will provide a public utility mark-out. Any private underground utilities will be clearly marked by the Owner.
5. Active assumes that any existing underground utility lines are not installed or located in such a manner as to obstruct boring activities.
6. Although Active will make every effort to protect any existing underground utilities or structures, Active will not be held liable for any damage done to underground utilities or structures, or replacement of same.
7. This proposal is based upon eight-hour (8 hr.) workdays for completion of scope of work.
8. Any delays in Active's project schedule and completion caused by the Client or the Client's subcontractors shall be considered waiting time and will result in additional charges per man, per hour.
9. The Client shall be responsible for site security throughout the duration of the project.
10. Active will not be held liable for any claims above Active's insurance policy thresholds.
11. Active is not responsible for the accuracy or validity of information obtained from others and utilized in the services covered under this proposal.
12. In the event that the project is sold or transferred while a balance remains due to Active, the Client agrees to direct the settlement attorney to notify Active of the date and place of the settlement, and the Client hereby authorizes and instructs said settlement attorney to withhold from the funds arising out of said sale or transfer, sufficient funds to pay said balance due directly to Active immediately upon settlement.
13. The Client hereby acknowledges that Active has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic irritant, pollutant, or otherwise dangerous substance, waste, or condition with the potential risk of injury or loss that may be caused by exposure to such substances.
14. Active will provide and submit all pertinent documentation to the client upon receipt of final payment.
15. This proposal/contract is subject to the attached indemnity, indemnification, and limitation of liability.
16. All test results, laboratory analysis, and copies thereof remaining in Actives possession are the property of Active and subject to its sole discretionary control. Active reserves all of its rights in any test results, laboratory analysis, and copies thereof furnished to Client or to others and may preserve its rights under Federal Copyright law. Any further use of this data is subject to separate renegotiation and fee.
17. In the event that the Client requests termination of the work prior to the completion of the contract, Active reserves the right to complete such analysis and records as are necessary to place its files in order and where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date.

18. Client shall be responsible to pay to Active interest on any overdue balance at a monthly rate of one and one-half percent (1.5%) or the maximum rate allowable under applicable law, whichever is less, until paid in full. Any amount not paid within 10 days of invoice shall be considered a late payment. Payment shall be first applied to accrued interest, if any, and then to the overdue balance.
19. Active shall not liable or responsible for damages or delays in performance caused by (but not limited to) labor stoppages, laboratory delays, testing delays, unavailability of supplies or materials, inclement weather, fire, flood, epidemics, war, riots, civil unrest, strike, lockout, government action, industrial disturbances, NJDEP issues, EPA issues, shipping delays, unexpected ground conditions and/or any underground obstacles or obstructions, unforeseen circumstances or for any other reason beyond Active's control. Any such delays shall in no event excuse Client from paying amounts owed for services performed prior to the occurrence of the delay.
20. The invalidity or unenforceability of any provision or term shall not affect in any way the remainder of the provisions or terms of this agreement.
21. Either Client or Active may terminate this agreement at any time, after the third business day, by sending to the other a written notice of termination. Upon termination, Active shall invoice Client for Services performed and charges incurred prior to termination, plus termination charges for bringing ongoing Services to a reasonable stopping place, which Invoice shall be paid upon receipt of invoice by Client.
22. All liabilities and obligations of Client under this agreement shall survive the performance, termination and/or expiration of this Agreement.
23. Nothing contained within this agreement shall be construed or interpreted as requiring Active to assume the status of a generator, storer, treater, or disposal facility as those terms appear within RCRA or within any Federal, State, or local government statute or regulation governing the generation, treatment, storage, and disposal of pollutants or waste products.

## **5.0 NOTICE TO CONSUMER**

NOTICE TO CONSUMER: YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THE CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER:

- (1) SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR
- (2) PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO: ACTIVE ENVIRONMENTAL TECHNOLOGIES, INC., 203 PINE STREET, MOUNT HOLLY, NJ 08060. (609) 702-1500.

IF YOU CANCEL THIS CONTRACT WITHIN THE THREE DAY PERIOD, YOU ARE ENTITLED TO A FULL REFUND OF YOUR MONEY. REFUNDS MUST BE MADE WITHIN 30 DAYS OF THE CONTRACTOR'S RECEIPT OF THE CANCELLATION NOTICE.

## **6.0 Indemnity**

Client agrees to hold harmless and defend Active, its employees, agents, and subcontractors from and against any and all loss, liability, and cost (including, but not limited to, attorney's fees and expenses), which any such person may incur, become responsible for or pay out as a result of a suit or claim by any third party (including without limitation employees, agents, and subcontractors of Client) for damages against any such person alleging exposure to or damage from material, elements, or constituents at or from the project or site before, during, or after the services provided to this agreement, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulted in cost for remedial action, uninhabitability of property, or other property damage, unless caused by the negligence, gross negligence, or intentional misconduct of Active or any of them arising out of a strict liability form.

Active shall hold harmless and indemnify the Client from any claims, demands, or liabilities for injury to or death of personnel, and damage to third party property, arising out of the negligent acts or omissions of the Active, its officers, agents, or employees. However, nothing herein shall be construed to mean that the Active shall hold harmless and indemnify the Client from any claims, demands, or liabilities arising out of any acts or omissions of the Client, its officers, agents, or employees.

## **7.0 Indemnification**

Client shall indemnify and hold Active, its employees, agents, subcontractors, and consultants harmless from all claims, losses, personal injuries, death, and property liability resulting from damage or injury to subterranean structures (pipes, tanks, telephone cables, etc.) arising from the performance of the services when the existence and/or accurate location of such are not made known by Client to the Active, its employees, agents, subcontractors, and consultants or from Client's failure to provide right of entry onto the site and permission to perform services.

Client hereby acknowledges that the Active has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic irritant, pollutant, or otherwise dangerous substance, waste, or condition with the potential risk of injury or loss that may be caused by exposure to such substances.

Client warrants that all information provided to Active regarding the project and site is complete and accurate to the best of the Client's knowledge.

## **8.0 Limitations of Liability**

The remedies of the Client set forth herein are exclusive, and the total liability of the Active with respect to this Agreement and services furnished, shall not exceed the purchase price of the work upon which such liability is based.

Active and its subcontractors and consultants shall in no event be liable to the Client, any successors in interest, or any beneficiary or assignee of this contract for any consequential, incidental, indirect, special or punitive damages arising out of this Agreement or any breach thereof, whether based upon loss of use, lost profits or revenue, or interest whether or not such loss or damage is based on contract, warranty, negligence, indemnity, or otherwise.

## **9.0 Warranty and Disclaimer**

Active warrants that all work will be performed in a workmanlike manner and in accordance with industry standards. To the extent that the work covered by this agreement includes the installation of materials and equipment manufactured by others, Active does not assume responsibility for the performance of such materials and equipment and shall not be liable for any defects in such items.

Active does not assume any liability for any work performed by others that is not covered by this agreement.

Active shall not be liable for construction performed which thereafter is determined to be improper by zoning changes, ordinance changes, changes in the law or deed restrictions.

Absent negligence on the part of Active, Active shall not be responsible for damage to driveways, walks, curbs, underground lines of any type, including sprinkler, cable, fiber optic, telephone or computer lines, nor shall Active be liable for damage to fences or the structure of the building that may occur during the performance of work.

## **10.0 Payment**

Invoices will be submitted at monthly intervals or upon completion of each phase of the project. A final invoice will be issued at the completion of the project. Any additional charges will be invoiced as completed. A final invoice will be issued at the completion of the project. Any additional charges will be invoiced as completed.

Payment Terms are NET 10 days. Interest 1 1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amount not paid within 10 days, payment thereafter to be applied first, to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs in collecting any delinquent amount shall be paid by the client.

This price will remain in effect for twenty (20) days from the date of this proposal. After this time Active Environmental Technologies, Inc. will have the right to revise this proposal.

## **11.0 Attorney Fees and Costs**

In the event that legal action is necessary to enforce the payment terms of this Agreement, then Active shall be entitled to collect from the Client any judgement or settlement sums due plus reasonable attorney fees, costs, and other expenses incurred by Active for such collection action. For the purposes of this section, legal action shall include, but is not limited to, telephone calls, meetings, correspondence, emails, legal research, memos, consultations, drafting of documents, review of documents, court appearances and other action taken by legal counsel on behalf of Active to collect payment.

**12.0 Acceptance of Contract**

This proposal/contract was signed and agreed upon on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Sincerely,

*Active Environmental Technologies, Inc.*



Blaine A. Fresco  
Technical Director  
Active Environmental Technologies, Inc.  
203 Pine Street  
Mount Holly, NJ 08060

*Client*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Print Name & Title)

# **ATTACHMENT A:**

## **Proposal Assumptions**

**Proposal Assumptions - Site Remediation & Consulting Services**  
**Former Lumberton Volunteer Fire Department Building**  
**561 Main Street, Lumberton, NJ**  
**NJDEP Case #11-10-28-1722-24**  
**AET Proposal #14202a**

1. Asphalt and concrete restoration to be performed by others and is not included in the referenced proposal.
2. Disconnection, removal and replacement of the backup emergency generator to be performed by others and is not included in the referenced proposal.
3. All disposal is based on facility acceptance.
4. Scale on the maps provided to Active and prepared by Meridian are accurate and true.
5. Remedial Goals: Remediate to an unrestricted use standard. The contaminants of concern associated with #2 heating fuel oil are extractable petroleum hydrocarbons (EPH), 2-methylnaphthalene and naphthalene. The unrestricted use standards, and therefore the remedial goal, for these contaminants are:

<b>Contaminant of Concern</b>	<b>Remedial Goal / Unrestricted Use Standard</b>
EPH	5,100 mg/kg
2-Methylnaphthalene	8 mg/kg <sup>1</sup>
Naphthalene	6 mg/kg <sup>2</sup>

<sup>1</sup> Based on the NJDEP default impact to ground water soil screening level

<sup>2</sup> Based on the NJDEP residential direct contact soil remediation standard

6. To the east, contamination extends up to but does not extend beneath the existing building. Therefore, removal of the existing AST and emergency generator will be necessary in order to excavate.
7. To the north, sample RI-6 represents the maximum extent of excavation. Although no sample was collected by Meridian from this boring, this assumption is based on review of the Meridian boring log for RI-6, which showed no elevated PID readings or other evidence of contamination.
8. To the west, samples PD-4 / RI-2 represent the maximum extent of excavation, based on reported EPH results for samples collected from these borings. Please note that delineation of EPH contamination in Meridian RI sample RI-5 is not fully delineated to the west.
9. To the south, samples PD-10, PD-6 and PD-7 represent the maximum extent of excavation. This is based on reported EPH results for samples collected from Meridian borings PD-10 and PD-6. It is noted that no sample(s) for laboratory analysis were collected from Meridian



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boring PD-7, however it is assumed that this was because no evidence of contamination was noted.

10. Based on the above items 3 through 6, the assumed excavation area will measure a maximum of 47 feet long by 37 feet wide, encompassing a maximum area of approximately 1,739 square feet.
11. Assumes the top 0-4.5 feet of overburden soil will be segregated for placement back in the excavation as clean fill. Based on the above, this equates to approximately 7,825.5 cubic feet or 290 cubic yards of overburden soil.
12. Assumes soil from 4.5-8.5 feet will be excavated and require disposal as petroleum contaminated, non-hazardous soil. Based on the above, this equates to approximately 6,956 cubic feet or 258 cubic yards of impacted soil will require disposal.
13. Assuming a conversion factor of 1.5 tons per cubic yard, a total of 387 tons of non-hazardous, petroleum contaminated soil for disposal.
14. Above volumes represent the anticipated maximum extent of excavation, and therefore, the maximum volume of soil for disposal, based on the information provided to Active and extrapolation of the data. Active will provide a licensed subsurface evaluator on-site during the soil excavation to guide and determine the extent of excavation by screening the soils with a PID and checking for any visual or olfactory evidence of contamination. Client understands and acknowledges that the actual extent of excavation necessary, and therefore the actual volume of soil requiring disposal, could be more or less based on conditions encountered in the field during the excavation process.
15. Review of borings logs and a ground water sampling log for the RI series boring logs prepared by Meridian indicate the depth to ground water as ranging from 5-5.5 feet below ground surface. Therefore, it is dewatering of the excavation may be necessary. Dewatering of the excavation is not included in the price estimate, but will be available and can be performed if necessary.

# **ATTACHMENT B:**

## **Certificate of Insurance**



ACTIENV-01

ALYSONSTRUCK

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/29/2019

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 have ADDITIONAL INSURED provisions or 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 NFP Property & Casualty Services, Inc. 1307 White Horse Road Building C Voorhees, NJ 08043	CONTACT NAME	
	PHONE (A/C, No, Ext): (856) 784-0707	FAX (A/C, No):
INSURED  Active Environmental Technologies, Inc. 203 Pine Street Mount Holly, NJ 08060	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Evanston Insurance Company	NAIC # 35378
	INSURER B: Market Insurance Company	38970
	INSURER C: New Jersey Manufacturers Insurance Company	12122
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 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.

INSR LTR	TYPE OF INSURANCE	ADBL BURR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		MKLV7ENV100057	04/01/2018	08/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 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 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		1002MT372581-6	04/01/2018	08/11/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		MKLV7EFX100011	04/01/2018	08/11/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	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	W25611-5	08/11/2018	08/11/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
Active Environmental Technologies, Inc. 203 Pine Street Mount Holly, NJ 08060	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 <i>Alison B. Wilkins</i>



## ADDITIONAL REMARKS SCHEDULE

AGENCY NFP Property & Casualty Services, Inc.		NAMED INSURED Active Environmental Technologies, Inc. 203 Pine Street Mount Holly, NJ 08060	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Coverage Details

Named Insured: Active Environmental Technologies, Inc., Pine Street Holdings, LLC T/A Active Remediation Services, 280 Holman Street, LLC

\$2,000,000 Shared General Aggregate Limit for All Coverage Sections and Coverage Parts.

\$2,000,000 Products Completed Operations Aggregate

\$10,000 Deductible - Each Occurrence

XCU Hazard and Contractual Liability Included

## Section II - Contractors Pollution Liability - Occurrence Form

\$1,000,000 Each Pollution Condition including Clean Up Costs

\$2,000,000 General Aggregate

\$1,000,000 Fungi, Mold or Microbial Matter Coverage

\$1,000,000 Mold Aggregate (\$10,000 Deductible per Claim)

Retroactive Date: April 30, 2012

## Section III - Professional Liability - Claims Made

\$1,000,000 Par Claim

\$2,000,000 General Aggregate

Retroactive Date: April 19, 1993

## Excess Liability Carriers:

Evanston Insurance Company, policy# MKLV7EFX100011, policy term: 04/01/18 to 08/11/19.

Policy sits over Commercial General Liability, including Pollution Liability, Professional Liability, Automobile Liability, and Workers Compensation.

The policy is written on a following form basis.

Colony Insurance Company, policy# EXO303801, policy term: 04/01/18 to 08/11/19.

Excess on an Occurrence Basis \$5,000,000 over \$2,000,000.

The policy is written on a following form basis.

Western World Insurance Company, policy# EVX10008220, policy term: 04/01/18 to 08/11/19.

Excess on an Occurrence Basis \$7,000,000 over \$7,000,000.

The policy is written on a following form basis.