



## UNION COUNTY IMPROVEMENT AUTHORITY

1499 US Highway One, North, 3<sup>rd</sup> Floor

Rahway, New Jersey, 07065

www.ucimprovementauthority.org

(732) 382-9400 (732) 382-5862 fax

Resolution No. 68-2015

Date: October 7, 2015

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY  
AWARDING A CONTRACT TO T&M ASSOCIATES TO PREPARE AND SUBMIT  
A BIENNIAL CERTIFICATION MONITORING REPORT FORM AND REMEDIAL  
ACTION PERMIT APPLICATION TO THE NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION IN CONNECTION WITH THE PARK-  
MADISON PROJECT SITE IN PLAINFIELD

APPROVED AS TO FORM:

Lisa M. da Silva, RMC

Clerk of the Authority

APPROVED AS TO SUFFICIENCY OF FUNDS

☒ YES ☐ NO ☐ NONE REQUIRED

UNION COUNTY IMPROVEMENT AUTHORITY

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Bornstad</i>	✓		✓				✓
<i>D'Elia</i>		✓					
<i>Hines</i>	✓		✓				
<i>Hockaday</i>	✓		✓				
<i>Salerno, Secretary</i>		✓					
<i>Tomko, Treasurer</i>	✓		✓			✓	
<i>Vollero</i>		✓					
<i>Rountree, Vice Chair</i>		✓					
<i>Scutari, Chairman</i>	✓		✓				

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AWARDING A CONTRACT TO T&M ASSOCIATES TO PREPARE AND SUBMIT A BIENNIAL CERTIFICATION MONITORING REPORT FORM AND REMEDIAL ACTION PERMIT APPLICATION TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION IN CONNECTION WITH THE PARK-MADISON PROJECT SITE IN PLAINFIELD**

**WHEREAS**, the Union County Improvement Authority (the "Authority") has been created by a resolution of the Board of Chosen Freeholders of the County of Union (the "County") as a public body corporate and politic of the State of New Jersey, pursuant to, and in accordance with the County Improvement Authorities Law, N.J.S.A. 40:37A-44, et seq., and the acts amendatory thereof and supplemental thereto (the "Act"); and

**WHEREAS**, the Local Redevelopment and Housing Law, ("LRHL") N.J.S.A. 40A:12A-1, *et seq.*, authorizes municipalities to exercise broad powers associated with the improvement of areas determined to be in need of redevelopment including, among other things, the acquisition of land and property, demolition, design, planning, construction, repair, renovation and associated work necessary for the redevelopment of a designated area; and

**WHEREAS**, the LRHL (a) authorizes municipalities to designate a redevelopment entity to carry out redevelopment projects, (b) authorizes municipalities to contract with Improvement Authorities to act as redevelopment entities, and (c) encourages public bodies to cooperate to plan, undertake and carry out redevelopment and housing projects, N.J.S.A. 40A:12A-4(c); -38; and -39; and

**WHEREAS**, the LRHL and the County Improvement Authorities Law, N.J.S.A. 40:37A-44 *et seq.*, (the "Improvement Authorities Law"), authorize the City of Plainfield ("City") and the Authority to execute Agreements by and between themselves providing for or relating to the planning, replanning and redevelopment of areas within their jurisdiction, and to do all acts and things which are necessary, convenient or desirable to carry out and perform such agreements and to provide for the discharge of their respective obligations; and

**WHEREAS**, City and the Authority have entered into a series of Inter-Local Agreements which designate the Authority as the City's redevelopment entity to undertake redevelopment activities in accordance with the LRHL and the Improvement Authorities Law and other governing law ("the Inter-Local Agreements"); and

**WHEREAS**, the Authority has undertaken and performed various services, under the Inter-Local Agreements and to facilitate the City's redevelopment efforts, including, but not limited to: (a) providing for studies and investigations to identify areas in need of redevelopment; (b) preparing plans for the redevelopment of such areas in need of redevelopment; (c) preparing and revising redevelopment agreements with redevelopers, (d) provide or arrange for financing for a redevelopment projects; (e) otherwise assisting the City to implement redevelopment initiatives (collectively, "the Redevelopment Services"); and

**WHEREAS**, the Authority has undertaken and performed the Redevelopment Services for a variety of redevelopment projects within the City, including but not limited to, the Park-Madison Office Project ("Project"); and

**WHEREAS**, the Authority addressed the presence of "historic fill" contamination at the Project site by installing a site-wide cap comprised of the Project development features and the filing of a Deed Notice which was recorded on or about August 15, 2008; and

**WHEREAS**, the New Jersey Department of Environmental Protection ("NJDEP") subsequently approved the foregoing remediation when it issued the Authority a Conditional No Further Action Letter ("NFA") on or about October 6, 2008; and

**WHEREAS**, under the terms of the Deed Notice and NFA, the Authority is required to monitor and maintain the cap and file certifications with the NJDEP every two (2) years ("Biennial Certifications") to demonstrate that the cap remains protective of human health and the environment; and

**WHEREAS**, under NJDEP regulations, the Authority must also apply for a remedial action permit-soil ("RAP") to establish enforceable monitoring and maintenance requirements and the specifics for filing the Biennial Certifications; and

**WHEREAS**, the Site Remediation Reform Act requires that Biennial Certifications and RAP applications must be submitted by a Licensed Site Remediation Professional ("LSRP"); and

**WHEREAS**, the Authority desires to retain an LSRP to submit the required Biennial Certification and RAP applications; and

**WHEREAS**, the Authority previously issued a Request for Qualifications (the "RFQ") for various professionals, including General Engineering Services, pursuant to a "Fair and Open Process," N.J.S.A. 19:44A-20.1 *et seq.*, and subsequently received sealed proposals in response to the RFQ; and

**WHEREAS**, upon review of the proposals, the Authority adopted a list of qualified consultants and professionals to perform consulting and professional services for the Authority on an as-needed basis for the year 2015 pursuant to their respective proposals; and

**WHEREAS**, T&M Associates (the "Company") was deemed qualified to perform General Engineering Services (the "Services") on an as needed basis; and

**WHEREAS**, the Authority has received a proposal from the Company pursuant to which the Company will undertake the following tasks: (1) Preparation and submission of an LSRP Retention Form to NJDEP; (2) Preparation and submission of a Biennial Certification Monitoring Report Form to NJDEP; and (3) Preparation and submission of a RAP Application to NJDEP (the "Proposal"); and

**WHEREAS**, the Authority has reviewed the Company's scope of services set forth in its Proposal and the Authority wishes to award the Company a professional services contract, a copy of which is attached hereto, pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-5, to perform the proposed Services for a sum not to exceed \$3,250.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY IMPROVEMENT AUTHORITY** that General Counsel, in consultation with the Executive Director, is authorized to negotiate an agreement with T&M Associates for the Preparation and Submission of a Biennial Certification Monitoring Report Form and RAP Application to NJDEP for the Park-Madison Office Project site in an amount not to exceed \$3,250.00, and that the Chairman or Executive Director is authorized to execute such agreement; and

**BE IT FURTHER RESOLVED,** that the Clerk is hereby directed to publish notice of the award in accordance with the Local Public Contract Law, N.J.S.A. 40A:11-1 et seq.

**CONTRACT FOR PROFESSIONAL SERVICES**

**BY AND BETWEEN**

**UNION COUNTY IMPROVEMENT AUTHORITY**

**AND**

**T&M ASSOCIATES**

**THIS CONTRACT**, dated as of **October 7, 2015**, by and between the **UNION COUNTY IMPROVEMENT AUTHORITY** with its principal offices located at 1499 Routes 1&9 North, Rahway, New Jersey 07065 (hereinafter referred to as "Authority") and **T&M ASSOCIATES** (hereinafter also referred to as "Consultant"), with offices located at 1373 Broad St, Clifton, NJ 07013:

**WITNESSETH:**

**WHEREAS**, the Authority wishes to engage T&M Associates, as Consultant for the purposes hereinafter described in Paragraph 1, Scope of Services; and

**WHEREAS**, T&M Associates has agreed to provide Licensed Site Remediation Professional Services ("LSRP") related to the Authority's need to complete a Remedial Action Protectiveness/Biennial Certification for soil in connection with the Park Madison Site in Plainfield, New Jersey, and other related activities as set forth in the aforesaid Scope of Services; and

**WHEREAS**, T&M Associates is qualified and experienced in these areas.

**NOW THEREFORE**, the parties hereto, each intending to be legally bound herein, do mutually agree as follows:

**SCOPE OF SERVICES:** T&M Associates, hereby agrees to, (unless otherwise directed by the Authority) prepare and submit a LSRP Retention Form (electronically) to the NJDEP, prepare and submit the required Remedial Action Protectiveness/Biennial Certification for Soil to the NJDEP and prepare and submit the required Remedial Action Permit Application for Soil to the NJDEP. Such services shall include but are not be limited to LSRP administrative services, site inspections and preparation of the Remedial Action Protectiveness/Biennial Certification and Remedial Action Permit Application, as well as other consulting services as required by the Authority.

**2. PERSONNEL**

a) T&M Associates, represents that they have or will secure at their own expense, all personnel required in performing the services under this Contract.

b) Personnel shall not be employees of or have any other contractual relationship with the Authority.

c) All of the services required hereunder will be performed by T&M Associates, under the direct supervision of Michael K. Heumiller, LSRP and all personnel engaged in the work shall be fully qualified.

d) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Authority.

3. **TIME OF PERFORMANCE:** It is understood and agreed by and between the parties hereto, that this Contract shall be for a period commencing on October 7, 2015 and continuing through the Authority's next reorganization meeting in February of 2016, during which time, T&M Associates agrees to perform their services in such sequence as to assure their expeditious completion in light of the purpose of this Contract.

4. **COMPENSATION:** For applicable LSRP services hereinafter authorized by the Authority, the Consultant shall receive compensation in accordance with the terms of its proposal dated October 2, 2015, in an amount not to exceed \$3,250, a copy of which is attached hereto as Exhibit A. Revisions and preparations of supplementary submissions and reports that result from the Authority or third-party review after determination of completeness, excepting any changes resulting from errors or omissions by T&M, will be billed as additional services.

5. **SERVICE & DOCUMENT AVAILABILITY, CONFORMANCE & APPROVAL:**

All services rendered and documents prepared by T&M Associates, shall strictly conform to all laws, statutes and ordinances and the applicable rules and regulations, methods and procedures of all governmental boards, bureaus, offices and commissions and other agencies, in effect when the services are rendered and the documents are prepared.

All of the services required of T&M Associates, by the Authority shall be performed to the satisfaction of, and with the approval of, the Authority, which approval shall not be unreasonably withheld.

T&M Associates covenants and agrees to have available, upon request, at the Authority, their books and records for inspection by appropriate officials covering the charges, fees and costs under this Contract.

6. **DOCUMENT OWNERSHIP:** All plans, records, reports, calculations, contracts, and all other documents pertaining to the work required hereunder and prepared or obtained by T&M Associates, in the performance of this Contract shall, be the absolute property of the Authority.

7. **TERMINATION:** The Authority reserves the right to terminate this Contract, at its sole discretion, by giving at least ten (10) days prior written notice to T&M Associates, of such termination and specifying the effective date therefore.

8. **ASSIGNMENT:** This Contract shall not be assigned or assignable, either by action of T&M Associates, or by law.

9. **ERRORS AND/OR OMISSIONS:** The Authority reserves the right to deny payment of the part of any fee which is based on an increase in costs in the preparation of documents or services resulting from an error or omission of T&M Associates

10. **INDEMNIFICATION:** T&M Associates, shall indemnify, defend and hold harmless the Authority, its members, officers, directors and employees from and against any and all losses, claims, actions, damages, liability and expenses, including, but not limited to, those in connection with loss of life, bodily and personal injury or damage to property, to the extent they are occasioned, in whole or in part, by T&M Associate's negligent act or omission, or the negligent act or omission of T&M Associate's agents, sub-consultants, employees or servants, arising from the discharge of T&M Associates' responsibilities pursuant to this Contract.

11. **LITIGATION:** In the event the Authority becomes involved in any litigation with third parties concerning or relating in any way to T&M Associate's services, whether such litigation occurs during or after the term of the Contract, T&M Associates, agrees, at no additional fees other than the hourly rates called for under this Contract, to make its members and employees available to the Authority, to consult, assist and cooperate in any such litigation to the extent such consultation, assistance and cooperation may be required by the Authority.

12. **EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION:** See Exhibit B which is attached hereto and made a part hereof.

13. **FIRM HISTORY:** T&M Associates represents that no corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of said T&M Associates, has been adjudicated in violation of any state or federal anti-trust or other similar statute within the preceding five years, or previously adjudged in contempt of any court order enforcing any such law, or has an operating history which shows a recurring pattern of flagrant and consistent violation of prohibited or illegal acts.

14. **AUTHORITY REPRESENTATIONS AND WARRANTIES:** The Authority represents and warrants that this Contract has been duly authorized by its board membership, and when executed by its Chairman or Vice Chairman shall be valid and binding upon the Authority and shall be in full force and effect.

15. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

16. **SEVERABILITY:** A waiver or breach of any term condition or covenant by either party shall not constitute a waiver or breach of any other term condition or covenant. If any court of competent jurisdiction declares a provision of the Contract to be invalid, illegal or otherwise unenforceable, the remaining provisions of the contract shall remain in full force and effect.

17. **INSURANCE:** T&M Associates shall maintain the following insurance coverage during the term of this Contract, and provide a Certificate of Insurance to the Authority evidencing same: Comprehensive Liability, Property/Casualty (\$2 million aggregate/\$1million per occurrence) (unless similar level of Umbrella coverage are present); Workers Compensation (statutory limits); Professional Malpractice (\$2 million aggregate/\$1 million per occurrence) naming the Authority as an additional insured.

18. **AMERICANS WITH DISABILITIES ACT COMPLIANCE:** See Exhibit C, which is attached hereto and made a part hereof.

**IN WITNESS WHEREOF**, the Authority has caused these presents to be duly executed and T&M Associates, have caused these presents to be duly executed, as of the day and year first above written.

**ATTEST:**

**UNION COUNTY IMPROVEMENT AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

ANTHONY R. SCUTARI  
Chairman, UCIA

(SEAL)

By: \_\_\_\_\_

DANIEL P. SULLIVAN  
Executive Director, UCIA

**T&M ASSOCIATES**

By: \_\_\_\_\_

# EXHIBIT A



YOUR GOALS. OUR MISSION.

October 5, 2015

Daniel P. Sullivan, Executive Director  
Union County Improvement Authority  
1499 US Highway One, North, 3<sup>rd</sup> Floor  
Rahway, New Jersey 07065

Re: Proposal for Professional Services  
Remedial Action Protectiveness/Biennial Certification and Remedial Action Permit – Soil  
Park Madison Site  
107-263 West Front Street  
Plainfield, Union County  
NJDEP PI #195054  
T&M Project No. UCIAOH-15002

Dear Mr. Sullivan:

T&M Associates (T&M) has prepared this proposal for your consideration in accordance with your Request for Proposal (RFP) dated October 2, 2015. It is our understanding that there are environmental restrictions in-place at the above referenced property associated with engineering (cap) and institutional (Deed Notice) controls. Union County Improvement Authority (Client) is required to complete a Remedial Action Protectiveness/Biennial Certification for Soil every two (2) years on the effective start date of the filed Deed Notice and/or Remedial Action Permit associated with the restrictions. It is our understanding that the Client desires to retain a qualified firm employing a Licensed Site Remediation Professional (LSRP) to complete the following tasks:

1. Prepare and submit an LSRP Retention Form (electronically) to the NJDEP;
2. Prepare and submit the required Remedial Action Protectiveness/Biennial Certification for Soil to the NJDEP; and,
3. Prepare and submit the required Remedial Action Permit Application for Soil to the NJDEP.

***NOTE: In addition, the NJDEP requires that all properties with engineering and/or institutional controls must have an LSRP retained at all times to operate, maintain, and monitor the engineering and/or institutional controls at the site, to ensure that the remedial action(s) remains protective of public health and safety and the environment. The scope of work and costs associated with this requirement are NOT included in this proposal, but would be submitted upon the Client request under in a separate proposal.***



## **SCOPE OF SERVICES**

The proposed scope of services and associated fees are presented below.

### **Item 1: Licensed Site Remediation Professional (LSRP) Administration Services**

The current Remedial Action Protectiveness/Biennial Certification for Soil guidance requires oversight and certification by a LSRP. T&M will provide LSRP services including preparation and submission of the LSRP Retention Form (electronically) and a review all existing environmental reports and other relevant file information pertaining to the historical investigation and remediation of contamination within various media provided by the Client.

*NOTE: T&M's LSRP services are limited to evaluating the protectiveness of the engineering and/or institutional controls for the Site and completion of the Remedial Action Protectiveness/Biennial Certification and Remedial Action Permit for Soil. T&M's LSRP is not responsible for any other areas of concern and/or any other remediation, construction or site activities ongoing, pending, or completed at the Site. It is the responsibility of the Client to notify T&M's LSRP prior to any construction activities which may or will disturb the engineering controls.*

**Item 1: Time and Expenses \$750.00**

### **Item 2: Site Inspection**

In accordance with N.J.A.C. 7:26C-7.8, T&M will perform a site inspection of the Site, including inspection of the physical integrity of all engineering controls associated with the Deed Notice. In addition, T&M will identify and evaluate any land use disturbances at the Site. If additional activities are required, such as sampling to determine whether surface soils are affected by any land use disturbance, or if repairs to the engineering controls are necessary, additional cost estimates/work scopes will be prepared at the direction of the Client.

**Item 2: Time and Expenses \$750.00**

### **Item 3: Preparation of Remedial Action Protectiveness/ Biennial Certification and Remedial Action Permit**

As required by the NJDEP, T&M will prepare and submit the Remedial Action Protectiveness/Biennial Certification Form for the engineering (cap) and institutional (Deed Notice) controls at the Site. The NJDEP has modified the Deed Notice requirements and will require that a *Remedial Action Protectiveness/Biennial Certification for Soil* Form be completed and submitted as part of the biennial certification process. In accordance with N.J.A.C. 7:26C-7.7 and 7.8, T&M will conduct a comparison of the applicable laws, Soil Remediation Standards, and other regulations applicable at the time the NJDEP established the Deed Notice with any subsequently promulgated or modified laws or regulations to determine whether or not the Deed Notice complies with the requirements of the new laws and regulations. The preparation and submission of the Remedial Action Protectiveness/Biennial Certification Form is to bring this active NJDEP case into compliance, since the required Biennial Certification is approximately 38 months overdue. This



scope of work does not include the future preparation or submission of the Remedial Action Protectiveness/Biennial Certification Form, which is required every two (2) years.

Since engineering controls are in-place and a Deed Notice has been filed, a Remedial Action Permit for soil is required. Therefore, T&M will prepare and submit the application to obtain a Remedial Action Permit for Soil for the Site.

*NOTE: The NJDEP fees of \$375.00 for the Remedial Action Protectiveness/Biennial Certification for Soil Form submission and \$940.00 for the Remedial Action Permit for Soil Application are **NOT** included in this proposal. A check will need to be provided by the Client to T&M for submission with the final package.*

**Item 3: TIME AND EXPENSES \$1,750.00**

**FEE SUMMARY**

T&M will complete the scope of work for Items 1 through 3 presented above based on a Time and Expense estimated amount of **\$3,250.00**.

*NOTE: Any NJDEP fees that may be associated with the LSRP program (excluding the fees for the Biennial Certification and Remedial Action Permit above) are not included in this proposal and will be paid directly by the Client by the NJDEP.*

Revisions and preparations of supplementary submissions and reports that result from the Client or third party review after determination of completeness, excepting any changes resulting from errors or omissions by T&M, will be billed as additional services. *(Additional services will not be performed without written authorization by the Client.)*

**CLIENT RESPONSIBILITIES**

The Client shall provide copies of the previously filed Deed Notice and Remedial Action Report (RAR), which re required to be submitted with the Remedial Action Protectiveness/Biennial Certification for Soil Form and Remedial Action Permit for Soil Application.

The Client shall be fully responsible for obtaining the necessary authorization to allow T&M, its agent, subcontractors, and representative to have access to the site and structures thereon at reasonable times throughout the term of this agreement, and shall set up interviews with designated appropriate representatives of the site.

**LIMITATIONS**

This proposal does not include environmental services beyond what is presented. T&M will rely on the accuracy of any information submitted to us by the Client in the performance of our services, and will not be held responsible for errors or inaccuracies contained in information provided to us.



T&M shall be responsible only for its activities and that of its employees on the Site. Neither the professional activities nor the presence of T&M or its employees or subcontractors on a Site shall imply that T&M controls the operations of others.

In the event that any condition is observed by T&M that warrants a notification to the NJDEP, in accordance with 7:1E-5.3 and/or N.J.A.C. 7:26E-1.4, T&M will notify the Client prior to notification to the NJDEP, if required.

This proposal does not include any sampling of soil or groundwater at the Deed Notice area that may be required or recommended based on the findings of the biennial certification procedures.

Please indicate your acceptance of this proposal by signing in the space provided on the last page of this proposal and returning one (1) copy to this office. Alternatively, a resolution and purchase order issued by the Client will also indicate acceptance of this proposal. Acceptance of this proposal signifies the Client's understanding that T&M will not be retained or asked to perform any services unless funding is secured and is available to pay all invoices within thirty (30) days. Receipt of the signed proposal, resolution or purchase order shall be considered authorization to proceed with all items described within this proposal. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned proposal.

If you have any questions concerning this proposal or our services, please contact us without hesitation.

Very truly yours,

**T&M ASSOCIATES**

Michael K. Heumiller, LSRP  
*Principal Environmental Scientist*

Timothy C. Kinsella, CPG  
*Vice President, Group Manager*

The undersigned, having power to bind the Client, has read, understood and hereby accepts this proposal.

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DANIEL SULLIVAN for  
UNION COUNTY IMPROVEMENT AUTHORITY

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DATE



### 2015 Schedule of Hourly Billing Rates

Billing Titles	Billing Rate/Hour
Administrative Support Staff	\$85.00
Staff Environmental Scientist I	\$92.00
Staff Environmental Scientist II	\$123.00
Senior Staff Environmental Scientist	\$149.00
Principal Environmental Scientist	\$160.00
Supervising Environmental Scientist	\$200.00
Group Manager	\$242.00

Effective January 1, 2015

Billing Basis: Fixed Rate for Each Billing

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

Title: KIN15

## SCHEDULE OF MISCELLANEOUS CHARGES

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Effective: January 1, 2015

### **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



**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 services 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 the suspension of services caused by the Client's breach of this Agreement and T&M's suspension of services.
- 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. **GOVERNING LAW.** The laws of the State within which the Project is located will govern the validity of this Agreement, its interpretation and performance.
5. **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.
6. **SITE CONDITIONS.** T&M shall not be liable for: (i) 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.

7. **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 and defend and hold T&M harmless from any claim of liability for injury or loss arising from the encountering of unanticipated conditions.
8. **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.
9. **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.
10. **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.
11. **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, breach of contract or breach of warranty. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination.
12. **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.
13. **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
14. **CONFIDENTIALITY.** 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. 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.
  15. **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.
  16. **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.
  17. **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.
  18. **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.
  19. **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.
  20. **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**

21. **LSRP Background.** The Site Remediation Reform Act (SRRA) requires that a Licensed Site Remediation Professional (LSRP) oversee new NJDEP Site contamination cases, as well as other environmental issues associated with environmental remediation and construction.
22. **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.
23. **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.

24. **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.
25. **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.
26. **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. Remedial 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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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.

# EXHIBIT B

## **EXHIBIT B**

### **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 SERVICE 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 targeted 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, and labor unions, that it does not discriminate on the basis of age, race, 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, race, 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 subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

# EXHIBIT C

## **EXHIBIT C**

### **AMERICANS WITH DISABILITIES ACT OF 1990 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY**

The Contractor and the Authority do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulation promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Authority pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Authority in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Authority, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and, all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Authority's grievance procedure, the contractor agrees to abide by any decision of the Authority, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding result in an award of damages against the Authority or if the Authority incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure the contractor shall satisfy and discharge the same at its own expense.

The Authority shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Authority or any of its agents, servants, and employees, the Authority shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Authority or its representatives.

It is expressly agreed and understood that any approval by the Authority of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Authority pursuant to this paragraph.

It is further agreed and understood that the Authority assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.