

**RFP2020-10: DEVELOPMENT, PREPARATION AND PRINTING AND MAILING SERVICES OF THE 2020  
WATER QUALITY REPORT FOR THE CITY OF TRENTON, DEPARTMENT OF WATER AND SEWER  
PROPOSALS OPENED 3/19/2020 AT 11:00AM**

RFP2020-10: DEVELOPMENT, PREPARATION AND PRINTING AND MAILING SERVICES OF THE 2020 WATER QUALITY REPORT FOR THE CITY OF TRENTON, DEPARTMENT OF WATER AND SEWER			
NUMBER OF RESPONDENTS:	3		
NAME OF BIDDER	AGRA ENVIRONMENTAL AND LABORATORY SERVICES, INC.	DE&P TECHNICAL SERVICES, LLC	VAN NOTE-HARVEY ASSOCIATES, INC.
ADDRESS	90 1/2 WEST BLACKWELL STREET	41 LAKESIDE DRIVE	103 COLLEGE ROAD EAST
CITY, STATE, ZIP	DOVER, NJ 07801	BURLINGTON, NJ 08053	PRINCETON, NJ 08540
CONTACT NAME	CHARLES T. ANZOLUT	DR. PATRICK JJERNSA	AGHA S. HASAN
TELEPHONE	973-989-0010	856-834-6246	609-987-2323
FAX	973-989-0156	N/A	609-987-0005
E-MAIL	<a href="mailto:CANZOLUT@AGRA.US">CANZOLUT@AGRA.US</a>	<a href="mailto:DEPSERVICES@OUTLOOK.COM">DEPSERVICES@OUTLOOK.COM</a>	<a href="mailto:SPETRELLA@VANNOTEHARVEY.COM">SPETRELLA@VANNOTEHARVEY.COM</a>
STATEMENT OF OWNERSHIP DISCLOSURE	INCLUDED	INCLUDED	INCLUDED
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY EXHIBIT A	INCLUDED	INCLUDED	INCLUDED
REQUIRED EVIDENCE EEO/AFFIRMATIVE ACTION REGULATIONS QUESTIONAIRE	INCLUDED	INCLUDED	INCLUDED
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	N/A	N/A	N/A
NJ BUSINESS REGISTRATION CERTIFICATE	INCLUDED	INCLUDED	INCLUDED
NON-COLLUSION AFFADAVIT	INCLUDED	INCLUDED	INCLUDED
ETHICS COMPLAINT DISCLOSURE	INCLUDED	INCLUDED	INCLUDED
AMERICANS WITH DISABILITIES ACT OF 1990 LANGUAGE	INCLUDED	INCLUDED	INCLUDED
CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS	INCLUDED	INCLUDED	INCLUDED
DISCLOSURE OF INVESTED ACTIVITIES IN IRAN	INCLUDED	INCLUDED	INCLUDED
DEBARMENT NOTICE REQUIRED	INCLUDED	INCLUDED	INCLUDED
EIC	CERT.#40087 EXP. 06/15/2021	CERT.#52956 EXP. 06/15/2021	CERT.#1491 EXP. 06/15/2022
CERTIFICATE OF INSURANCE	REQUIRED PRIOR TO AWARD	REQUIRED PRIOR TO AWARD	REQUIRED PRIOR TO AWARD
CITY OF TRENTON RESIDENT EMPLOYMENT POLICY	INCLUDED	INCLUDED	INCLUDED
60-DAY EXTENSION COMPLIANCE	YES	YES	YES
WILLING TO PROVIDE PRIORITY EMERGENCY SERVICES	YES	YES	YES
W-9	INCLUDED	INCLUDED	INCLUDED
REFERENCES	N/A	N/A	INCLUDED
GRAND TOTAL	\$25,800.00 (SEE ATTACHED BREAKDOWN OF PRICING)	\$29,450.00 (SEE ATTACHED BREAKDOWN OF PRICING)	\$37,248.75 (SEE ATTACHED BREAKDOWN OF PRICING)
FATAL DEFECT	NONE	NONE	NONE



(1)

Ms. Isabel C. Garcia  
Purchasing Agent  
City Of Trenton  
Division of Purchasing  
City Hall Annex, First Floor  
319 East State Street  
Trenton, NJ 08608

**Proposal for City of Trenton- Trenton Water Utility, Development and Preparation and Mailing Services  
Of the 2020 Water Quality Report**

Proposal Number: RFP2020-10

March 19, 2020. 1100 Hours

**Proposal Cover Letter**

Dear Ms. Garcia,

Agra Environmental and Laboratory Services, Inc. (Agra) is respectfully submitting the following proposal for RFP2020-10, Development, Preparation and Printing and Mailing Services of the 2020 Water Quality Report for the City of Trenton. Please find included one (1) Original Fee Proposal, and one (1) Original Technical proposal and three (3) copies Technical Proposal. Supporting documentation will be included as instructed.

The following proposal is to produce a Consumer Confidence Report for 2020 (2019 Data) for the Trenton Water Works, in compliance with Scope of Work items one through fourteen of RFP2020-10. The printing specification described in items 15 through 21 will be adhered to and will follow the turnaround times specified in items 22 to 24. Also included (Item 8) will be an optimized mailing list based on data from the Trenton Water Works' Billing Department.

The Water Quality Report designs and Print ready file shall be completed as of May 12, 2020 as specified in Item 3 of the Scope of Work. The Printing will be completed within ten business days of the print house receiving final approval from the City Of Trenton.

<i>Scope of Work to be provided</i>	<i>Fee</i>
Items #1 through #14 Inclusive as specified in RFP 2020-10 "Scope of Work"	\$15,300
All required work necessary to comply with additional Tier 3 Public Notification requirements as directed by the NJDEP or USEPA for events in the calendar year 2019 or to be included in the 2020 CCR as Tier 3 notifications issued in the calendar year for issues occurring in other than 2019. <i>This does not include Tier 3 requirements not specified with the initial data supplied by TWW management.</i> To be authorized by TWW prior to initiation of the work.	\$1500
Total Cost for CCR and Optimization of Mailing List	\$16,800
Printing Costs in compliance with the required specifications in the Scope of Work Items 15 to 21.	\$9000
<b>Total Costs</b>	<b>\$25,800</b>

Respectfully Submitted,

Charles T. Anzolut - Project Manager  
Agra Environmental and Laboratory Services, Inc.  
A New Jersey Registered Corporation



City Of Trenton  
Division of Purchasing  
Ms. Isabel C. Garcia  
Purchasing Agent  
319 East State Street  
Trenton NJ 08608

Proposal for City of Trenton, Department of Public Works, Trenton Water Utility.  
Development, Preparation and Printing and Mailing Services of the of the 2020 Water Quality Report

Proposal Number: RFP2020-10

March 19, 2020. 1100 Hours

### Technical Proposal for RFP2020-10

Dear Ms. Garcia,

Agra Environmental and Laboratory Services, Inc. (Agra) is respectfully submitting the following proposal for RFP2020-10- Development and Preparation of the Consumer Confidence Report. Please find included one (1) Original Fee Proposal, and one (1) Original Technical proposal and three (3) copies of the Fee and Technical Proposal. Supporting documentation will be included as instructed. The Fee and Technical proposals and supporting documentation is included with this letter.

#### Project Objectives

The following proposal is to produce a Consumer Confidence Report for 2020 (2019 Data) for the Trenton Water Works, in compliance with Scope of Work items one through fourteen of RFP2020-10. Also included (Item 8) will be an optimized mailing list based on data from the Trenton Water Works Billing Department.

Agra will develop and prepare the 2020 (2019 Analytical Data) Consumer Confidence Report (CCR) in compliance with the "Safe Drinking Water Act" as camera-ready artwork and will optimize the mailing list provided by the Trenton Water Works Billing Department. The CCR will include all required data and mandatory language.

#### Scope of Work

Agra Environmental will provide Trenton Water Works with a choice of three different CCR layouts in compliance with applicable Federal and State requirements. All mandatory language will be included and all required data reported as required by regulation.

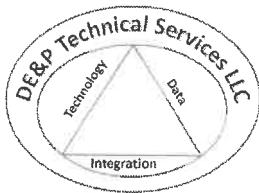
The initial draft designs will be provided ten business days after the first planning meeting. The city will review the documents and request any revisions or changes within two business days. A revised draft will be provided within five business days.

The mailing list will be provided by the City of Trenton at the initial planning meeting in an excel format to Agra for optimization.

Agra will complete the project as specified in items 1 through 14 below. It will design the project to conform to the specifications in items 15 through 18.

Agra will provide for the printing, processing and delivery of 63,000 pieces to the post office in compliance with items 19 through 21.

1. The consultant shall be required to demonstrate that they have a thorough understanding and knowledge of the current State of New Jersey and Federal regulation. The consultant shall prepare the CCR report for Trenton Water Works in order to fulfil all the requirements of the regulation. The consult shall be responsible for providing an electronic editable form of the CCR report for both the review documents and the final approved version.
2. Proposals that deviate by reducing tasks listed in the scope of work may be considered non-compliant and therefore may not be considered.
3. Develop a timeline in accordance with the work described in the scope of work. Completion of the report by the consultant and submittal of document in a format for printing shall be done within three months of the issuance of the purchase order or May 12, 2020, whichever is first.
4. The consultant shall provide a data management plan that will organize and assimilate data as well as collect the necessary data for the purpose of publishing the report. This shall include, but is not necessarily limited to, the compilation of maps, flow charts, and any other necessary information. The Trenton Water Works laboratory data shall be provided in a manual/hard copy form and therefore the consultant shall be responsible for the conversion of the manual data to electronic.
5. Provide no less than 3 possible color schemes for the report to the Trenton Water Works coordinator for consideration.
6. Provide no less than 3 possible layouts of the photographs, graphics and text for the report to the Trenton Water Works coordinator for consideration.
7. Prepare the report according to the guidelines set forth by the USEPA and the NJDEP Regulation for the CCR in conjunction with the Trenton Water Works coordinator.
8. Prepare mailing list from data given from TWW's billing data. Mailing list to be generated to afford mail optimization.
9. Attend meetings for project kick-off, at critical points in the preparation of the report, monthly and then as the need arises.
10. Review and participate in the selection and editing of pictures and text or the report including historical information, project status, etc.
11. The consultant shall incorporate the Lead and Copper Report public education (PE) regulation requirements as per the appropriate NJDEP language requirements.
12. The consultant shall include any required information with regards to exceeding the DBP levels for the Running Annual Average (LRAA) results of Total Trihalomethanes (TTHMs) and/or Haloacetic Acids (HAA5), and/or required actions that are required to comply with state or federal mandates.
13. The consultant shall include all necessary regulatory language in the CCR before submitting the draft to Trenton Water Works.
14. Consultant is required to prepare any additional Public Notification Requirements to meet any Tier 3 violations during 2019
15. The CCR document shall be 11 inches x 17 inches and double sided and three- fold.
16. The CCR document shall be folded in half along the 17 inch sides and then into thirds along the 11 inch sides. The final size shall be an 8 ½ inch by 3 ¾ inch self-mailer.
17. The CCR document shall be printed in 4 colors on both sides.
18. The CCR document shall have bleeds. The paper weight shall be 80 pounds text weight gloss coated.
19. The vendor shall print and fold 63,000 copies of the CCR
20. The vendor is responsible to insert the customer address labels (about 62,500) and the Mailing indicia shall be provided by the mailing service which is yet to be determined.
21. The completed 63,000 documents shall be delivered by the printing service, sorted by zip code and delivered to the post office. Trenton Water Works will provide postage fee



## Preparation, Printing & Delivery to Post Office

Date: 03-18-2020

RFP 2020-10

**City of Trenton**  
**Division of Purchasing**  
Attn: Ms. Isabel C. Garcia  
Purchasing Agent  
319 East State Street. Trenton, NJ

### Preparation fees

Scope of work to be provided	Fee
Items #1 through #14 Inclusive as specified in RFP2020-10 "Scope of Work"	\$12,500
All work necessary to completely satisfy the requirements of any Public Notification to completely satisfy NJDEP requirements (to be billed if the work is authorized by TWW)	\$1,200
<b>Total</b>	<b>\$13,700</b>

Description	Unit Cost	Qty	Final Cost
Cost per thousand to produce the Water Quality Report and deliver it to the post office	\$0.25	63	\$15,750
Total cost for Development and Preparation of the RFP (i.e., Preparation specified in the table above AND printing plus delivery to the post offices)			<b>29,450</b>

Sincerely,

Dr. Patrick K. Jjemba, MBA  
Director of Operations



March 18, 2020

 **ORIGINAL**

Ms. Isabel Garcia, Purchasing Agent  
City of Trenton  
Division of Purchasing  
319 East State Street  
Trenton, NJ 08608

**RE: Trenton Water Works RFP No. 2020-10  
Development and Preparation of the 2020 Consumer Confidence Report  
FEE PROPOSAL  
VNHA #44903-070-01**

Dear Ms. Garcia:

We are pleased to submit herewith one original and five copies of our Fee Proposal for the subject project.

In accordance with the Fee Proposal section of the RFP we propose as follows:

Lump Sum to provide all services included in our technical proposal and in accordance with the requirements of the Safe Drinking Water Act to complete Tasks 1 through 14	\$18,225.00
Tasks 15 through 21	\$17,823.75
Task 26	\$0*
All work necessary to completely satisfy the requirements of any Public Notification to completely satisfy NJDEP requirements (to be billed only if the work is authorized by TWW)	\$1,200.00
<b>Grand Total</b>	<b>\$37,248.75</b>

- The zero cost for Task 26 assumes that the final document will be based on minor revisions to the first proof provided by Van Note-Harvey Associates, Inc.

Description	Unit Cost	Quantity	Final Cost
Cost per thousand to produce the Water Quality Report and deliver to the Post Office	\$591.25	63	\$37,248.75
<b>Total cost for Development and Preparation of the RFP</b>			<b>\$37,248.75</b>

Our Lump Sum Fee is based on the following assumptions which are part of this proposal:

- A. Items 1 through 21 of Van Note-Harvey Associates Standard Provisions of Agreement (copy attached).
- B. Our fee for this project assumes that the information listed above will be made available to this office upon receipt of a purchase order and not later than May 12, 2020.
- C. Should work be requested which is beyond the scope of services described in our technical proposal, this additional work will be billed on an hourly basis at our Standard Hourly Billing Rates shown on the attached schedule.

Ms. Isabel Garcia, Purchasing Agent  
City of Trenton  
March 18, 2020  
Page 2

- D. Invoices will be submitted for payment on a monthly basis for the work performed by VNHA at the time of invoice preparation. All invoices are due upon receipt. Invoices past due by sixty (60) days shall be just cause for suspension of all services by VNHA.
- E. Services rendered will address regulatory requirements in effect on the date of this proposal. Services required by new rules and/or regulations shall be considered additional services.
- F. The preparation of studies or any permit applications, engineering or environmental services not specifically addressed in this proposal are not included.
- G. The lump sum fee quoted for this project is valid without adjustment through July 31, 2020. Fees for additional services performed after that date that are not specifically identified herein will be negotiated to reflect cost of living increases, etc.
- H. Application, public notice, CCR postage and registered mail notification fees, if required, will be provided by Trenton Water Works.
- I. Publication notices, announcements, or other methods of communicating violations to the public are anticipated to be provided by the City, and are excluded from the scope of work.
- J. Unless specifically included in the lump sum fee, printing and copying costs for plans, specifications, contract documents, reports and calculations will be billed as a direct charge and are not included in the fees quoted herein. Billing rates for these reimbursable items will be in accordance with our Standard Hourly Billing Rates.
- K. This proposal assumes that project information will be distributed by regular postal mail. The cost of Express Mail, messenger service, fax transmissions, return receipt certified mail, etc. as requested by the client or as required by reviewing agencies will be billed as a direct cost and are not included in the fees quoted herein.
- L. Distribution of the CCR via USPS Bulk Mail is included in the scope of work. Mailing indicia is excluded from our Scope and will be provided by TWW's Mailing Service (yet to be determined). TWW will provide postage fee for the Postmaster.
- M. Should the project be terminated, VNHA will be paid for all services performed up to the termination notice date in accordance with our Standard Provisions of Agreement. Termination of services must be in writing.

We appreciate the opportunity to submit this proposal for your consideration and look forward to assisting you with this project.

Should you have questions regarding this proposal or wish to modify the scope of services as outlined, please do not hesitate to contact this office.

Very truly yours,



Agha S. Hasan, PE  
Vice President

ASH/sep

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**STANDARD HOURLY BILLING RATES<sup>1,2,3,4</sup>**

EFFECTIVE JULY 1, 2019<sup>5</sup>

JOB CLASSIFICATION	BILLING RATE/HR	JOB CLASSIFICATION	BILLING RATE/HR
02 Senior Principal	\$ 290.00	38 Senior Survey Technician	\$ 155.00
03 Principal	\$ 280.00	39 Survey Technician	\$ 118.00
05 Senior Project Coordinator	\$ 260.00	41 Survey 3DLS Technician <sup>6</sup>	\$ 170.00
06 Project Coordinator	\$ 230.00	61 Executive Secretary	\$ 87.00
08 Senior Project Manager	\$ 225.00	62 Senior Technical Typist	\$ 87.00
09 Project Manager	\$ 180.00	63 Technical Typist	\$ 72.00
10 Senior Project Engineer	\$ 200.00	83 Data Processing Supervisor	\$ 160.00
11 Project Engineer <sup>6</sup>	\$ 165.00	86 Data Processing Technician	\$ 95.00
12 Engineer <sup>6</sup>	\$ 145.00	90 1-Person OSHA or Steel Crew <sup>3,7</sup>	\$ 245.00
14 Senior Designer	\$ 147.00	91 2-Person OSHA or Steel Crew <sup>3,7</sup>	\$ 300.00
15 Designer	\$ 130.00	92 2-Person Survey Crew <sup>3</sup>	\$ 220.00
20 Senior Environmental Specialist	\$ 142.00	94 2-Person 3DLS Survey Crew <sup>3,8</sup>	\$ 375.00
21 Environmental Specialist	\$ 107.00	96 1-Person 3DLS Survey Crew <sup>3,8</sup>	\$ 285.00
23 Senior Observer <sup>3</sup>	\$ 125.00	97 1-Person Survey Crew <sup>3</sup>	\$ 165.00
24 Observer <sup>3</sup>	\$ 110.00	98 2-Person Prevailing Rate 3DLS <sup>8</sup>	\$ 415.00
25 Engineering/Surveying Assistant	\$ 50.00	99 1-Person Prevailing Rate 3DLS <sup>8</sup>	\$ 335.00
27 Survey Supervisor	\$ 160.00	101 1-Person Survey Crew Prevailing Rate <sup>11</sup>	\$ 220.00
30 Chief of Party <sup>3</sup>	\$ 130.00	102 2-Person Survey Crew Prevailing Rate <sup>11</sup>	\$ 335.00
33 Transitperson <sup>3</sup>	\$ 90.00	112 Subsurface/GPR Technician	\$ 200.00

TYPE OF REIMBURSABLE <sup>9</sup>	BILLING RATE	TYPE OF REIMBURSABLE <sup>9</sup>	BILLING RATE
24" x 36" paper B&W copy (each)	\$ 2.40	Binding report under 150 pages (per report)	\$ 6.20
24" x 36" reproducible B&W vellum/mylar (each)	\$ 29.50	Binding report 150 to 300 pages (per report)	\$ 7.20
30" x 42" paper B&W copy (each)	\$ 3.60	Binding report over 300 pages (per report)	\$ 8.20
30" x 42" reproducible B&W vellum/mylar (each)	\$ 43.75	Facsimile transmission (1 <sup>st</sup> pg/balance per pg.)	\$ 3.00/1.00
Letter or Legal size B&W copy (each)	\$ 0.25	Mileage (per mile)	\$ 0.65
Letter or Legal size Color copy (each)	\$ 1.40	Offsite File Retrieval (per box/plan roll)	\$ 25.00
11" x 17" B&W copy (each)	\$ 0.35	Next Day delivery/courier service	Cost + \$5.00
11" x 17" Color copy (each)	\$ 2.20	Certified Postal Mail	Cost + 15%
Electronic Plan Files (per plan sheet, .pdf file) <sup>10</sup>	\$ 30.00 +\$6.00/sheet	Computer/Cadd Equipment	No Charge
Electronic Plan Files (per plan sheet, .dwg file) <sup>10</sup>	\$ 100.00 +\$25.00/sheet	Subcontractor mark-up	15%

<sup>1</sup> Depositions, Mediations, Arbitrations and Court Testimony will be billed at 1.5 times the above rates with a 4-hour minimum per day.

<sup>2</sup> Rates are based on an 8-hour day and a 40-hour work week. Time beyond 8 hours/day or on weekends or holidays will be billed at 1.5 times the above rates.

<sup>3</sup> In event prevailing wage rate requirements apply, adjusted rates will be provided.

<sup>4</sup> Additional rates furnished as required.

<sup>5</sup> Replaces Standard Hourly Billing Rates effective 6/2/18.

<sup>6</sup> Engineering degree or equivalent experience. Not necessarily holder of Professional License.

<sup>7</sup> High-rise/steel construction surveying or OSHA 40 hour (29CFR:1910) certified field surveyor.

<sup>8</sup> 3DLS = 3-Dimensional Laser Scanning.

<sup>9</sup> File copying for legal proceedings will be provided at 2.0 times above rates to cover file/paper separations and reassembly.

<sup>10</sup> Provided solely for client's convenience and may be subject to execution of electronic file transfer agreement. VNHA assumes no liability for this data.

<sup>11</sup> Survey Crew prevailing rates revised 5/20/2019.

Previous Revision 6/2/2018

## **VAN NOTE-HARVEY ASSOCIATES STANDARD PROVISIONS OF AGREEMENT**

**1. CHANGES IN SCOPE OF SERVICES** - All changes in project scope or design which are required by the CLIENT, architect, planner or reviewing agencies will be considered additional work. Unless a specific price is agreed to, in advance, and in writing, all project additional work will be billed on a time and material basis using Van Note-Harvey Associates (VNHA) standard per diem billing rate schedule, a copy of which will be supplied upon request.

**2. PROJECT DELAYS** - If VNHA is delayed at any time in the progress of service any specific project or activity by an act or failure to act or neglect of CLIENT or CLIENTS employees, consultants or any other party, or by changes in the scope of the work, by unforeseen circumstances including acts of force nature or without limitation fires, floods, riots, strikes, by foreign or domestic governmental acts or regulations, by delay authorized by CLIENT and not agreed to by VNHA, or by any cause beyond the reasonable control of VNHA, then the time for completion shall be extended, by mutual agreement. If the time for completion is extended for more than nine (9) months, the compensation will be increased automatically by fifteen (15) percent.

**3. MINIMUM DESIGN TIME REQUIRED** - Quoted fees assume that not less than the minimum time requirements for services under each item is provided. Accelerated scheduling (if accepted by VNHA) will require authorization of overtime fee premiums prior to commencement of services. Premiums will be determined by mutual agreement based on the actual schedule requested.

**4. SERVICES BY OTHERS** - VNHA prefers that all work outside our scope of services that will be performed by others be contracted directly to the CLIENT. In situations where the CLIENT insists that work by others be sub-contracted by VNHA, it will be necessary for CLIENT to submit prepayment of subcontractor's fees plus fifteen (15) percent to VNHA prior to the commencement of work by others.

**5. DOCUMENTS** - Any reports, drawing, plans or other documents (copies) furnished to VNHA by the CLIENT shall, at CLIENTS written request, be returned upon completion of the Services hereunder, provided however that VNHA may retain one (1) copy of any such documents. VNHA owns the documents which it produces and client shall obtain prior written consent from VNHA for any other use of such documents not project related. Unless otherwise expressly agreed to in writing by the parties hereto, nothing in this Agreement shall be interpreted to prevent VNHA from application and use of any information learned by it from this project. Neither the CLIENT nor VNHA shall assign his interest in this agreement without the written consent of the other.

**6. INSURANCE** - VNHA is protected by Workmen's Compensation Insurance, and General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished on request. Within the limits of said insurance, VNHA agrees to save the CLIENT harmless from and against loss, damage, injury, or liability to the client caused by the negligent acts or omissions of VNHA's employees, agents and subcontractors and their employees and agents. If the CLIENT requires further insurance coverage, VNHA will obtain said coverage (if procurable) at the CLIENT'S expense to protect VNHA and CLIENT, however, under no circumstances will VNHA be responsible for personal injury or property damage from any cause including fire and explosion beyond the amount and coverage of available insurance. In addition, VNHA shall be included as an additional and intended beneficiary under any hold harmless Agreements against third party suits between the CLIENT and contractor or any other third party including without limitation any other contractor or supplier and any contractor who may perform work or provide material in connection with any services performed by VNHA. The CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the CLIENT further agrees to defend, indemnify and hold VNHA harmless from any and all liability, real or alleged, in connection with the performance of work on this project, except to the extent caused by the sole negligence of VNHA in the performance of its professional services. VNHA will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same or similar localities and no other warranties, express or implied, are made or intended in any of VNHA's proposals, contracts or reports.

**7. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS** - Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. VNHA and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. VNHA and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for VNHA to take immediate measures to protect health and safety. VNHA agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. VNHA shall have the right to take any and all measures that in VNHA's professional opinion are justified to preserve and protect the health and safety. In addition, CLIENT waives any claim against VNHA, and agrees to defend, indemnify and save VNHA harmless from any claim or liability for injury or loss arising from VNHA's discovery of unanticipated hazardous materials or suspected hazardous materials. CLIENT also agrees to compensate VNHA for any time spent and expenses incurred by VNHA in defense of any such claim, with such compensation to be based upon VNHA's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

**8. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS ON-SITE NOT OWNED BY CLIENT** - In the event the project site is not owned by CLIENT, CLIENT warrants he has obtained all necessary permissions for VNHA to enter onto the site and conduct subsurface exploration activities. CLIENT must notify VNHA in writing should CLIENT discover the existence of hazardous wastes. CLIENT recognizes that it is his responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value, and this may spur the property's owner to institute action against VNHA. Accordingly, in such situations, CLIENT waives any claim against VNHA, and agrees to defend, indemnify and save VNHA harmless from any claim or liability for injury or loss of any type arising from VNHA's discovery of unanticipated hazardous materials or suspected hazardous materials on a site not owned by CLIENT. CLIENT also agrees to compensate VNHA for any time spent and expenses incurred by VNHA in defense of any such claim, with such compensation to be based upon VNHA's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

**9. WETLANDS** - State and Federal laws and regulations exist which govern work adjacent to and within wetland areas. Even unintentional violation of wetlands could result in an order to restore the property and/or fines at the expense of the owner/developer. It is the responsibility of the CLIENT to retain VNHA and/or other qualified consultant as necessary to determine the absence of, or extent of wetlands, if any, on site potentially affected by the project as the case may be in accordance with applicable laws and regulations prior to undertaking design. All revisions to the project required as a result of wetlands are not included in the fees quoted and will only be provided as an additional service.

**10. INDEMNIFICATION** - With respect to claims, damages, losses and expenses which are related to hazardous waste disposal or cleanup or environmental liability, as described previously and to the extent the same are not covered by the insurance maintained by VNHA, CLIENT shall defend, indemnify and hold harmless VNHA and its employees, independent professional associates, consultants and subcontractors from and against all such claims, damages, losses and expenses arising out of or resulting from the performance of VNHA services under this Agreement including, but not limited to, VNHA professional negligence, errors or omissions.

**11. CLIENTS REPRESENTATION** - The CLIENT represents that it has insurance coverage and/or sufficient assets to fulfill the conditions of the indemnification provision of this Agreement.

**12. CLIENT RELINQUISHMENT OF ANY CLAIM** - The CLIENT agrees that it shall bring no claim for negligence, breach of contract, indemnity or otherwise against VNHA if such claim involves VNHA services as related to pollutants.

**13. CONSTRUCTION CONTINGENCY** - On every project inevitable errors may occur. VNHA suggests that the CLIENT provide a construction budget contingency of five to ten percent of the project construction cost to allow for mistakes that are made by the client, VNHA or the contractor.