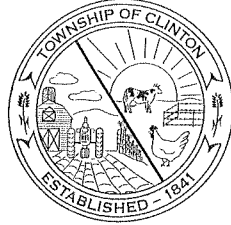


**TOWNSHIP OF CLINTON  
HUNTERDON COUNTY**



A. Kevin Cimei  
Mayor

Marvin Joss  
Administrator/QPA

**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** made this 28th day of January, 2010

**BETWEEN:**                                **THE TOWNSHIP OF CLINTON  
HUNTERDON COUNTY, NEW JERSEY  
A MUNICIPAL CORPORATION OF THE  
STATE OF NEW JERSEY**

hereinafter referred to as the “**TOWNSHIP**”

**AND:**                                        **M2 Associates**  
with offices located at:                56 Country Acres Drive  
    Hampton, NJ 08827

hereinafter referred to as the “**CONTRACTOR**”

**WITNESSETH**

**WHEREAS**, the TOWNSHIP OF CLINTON is in need of certain services as delineated herein below to be performed; and

**WHEREAS**, it is the desire of the TOWNSHIP that said services be performed by M2 Associates; and

**WHEREAS**, Contractor agrees to perform said services as the Township and/or its designated representative may call upon it to perform.

**NOW, THEREFORE** in consideration of the mutual covenants herein expressed, the parties hereby agree as follows:

**PURPOSE OF EMPLOYMENT**

“Professional Services”

**SCOPE OF WORK**

Aquifer Testing, Hydrogeologic Evaluation and Required Related Services.

**ACCEPTANCE OF EMPLOYMENT**

Contractor hereby accepts the Contract and agrees to utilize its best efforts in a timely fashion to provide the service requested. Contractor further represents that it has the education, training and experience to render the services requested in a timely manner.

**TERM**

This Contract shall cover the period from the date hereof through December 31, 2010.

**CONSIDERATION**

- a) For the services set forth above, the consideration shall be in the amount not to exceed \$60,485.00.
- b) The consideration for services shall be paid as vouchers are submitted and approved by the Contracting Unit.
- c) The Contractor shall be reimbursed for all costs incurred relative to the services provided.

**ASSIGNMENT**

----- This contract shall not be assigned.

## PROFESSIONAL SERVICE

In order to insure that the retention of the Professional by the TOWNSHIP constitutes a professional service, as that term is defined under the New Jersey Local Public Contracts Law, CONTRACTOR represents (1) the services are being rendered and performed by a person authorized by law to practice a recognized profession, (2) the practice is regulated by law and (3) the performance of the service requires knowledge of an advanced type in a field of learning acquired by a prolonged, formal course of specialized instruction and study as distinguished from general academic instruction or apprenticeship and training.

## CONFLICT OF INTEREST/CONFIDENTIALITY

The CONTRACTOR represents that it is not employed or retained and will not be rendering services for an individual, company, municipality or other entity which would create a conflict of interest by virtue of the services the CONTRACTOR is now rendering for the Township of Clinton under the terms of this Agreement. Moreover, the CONTRACTOR represents and acknowledges that all information, strategies, positions, etc. will not be disseminated to any third party.

## PROFESSIONAL LIABILITY INSURANCE

The Contractor shall maintain, during the full term of this Contract, policy of professional liability insurance in the amount satisfactory to the Township, insuring the Township against errors and omissions in connection with the work performed by the Contractor.

## AFFIRMATIVE ACTION REQUIREMENTS

The CONTRACTOR shall provide the municipality at Contract signing with one of the following three documents:

1. Proof of Federal Affirmative Action Plan Approval, or
2. The New Jersey State Certificate of Approval from the Department of Treasury, or
3. A completed Affirmative Action Employee Information Report (AA302) which shall be filed with the Department of Treasury and is attached hereto. This form may also be obtained from the Township Clerk's Office during normal business hours.

Pursuant to the requirements of N.J.S.A. 10:5-33, the New Jersey Law Against Discrimination, the contractor agrees as follows:

A. 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 or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action 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;

B. 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 or sex;

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

D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

Pursuant to the requirements of N.J.A.C. 17:27-5.3, regarding Employment Goal Compliance, the contractor agrees as follows:

A. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by Section N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

C. 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.

D. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

E. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these regulations.

F. The contractor's Affirmative Action Certification is attached as an exhibit to this Agreement.

**POLITICAL CONTRIBUTION DISCLOSURE**

This contract has been awarded to M2 Associates based on the merits and abilities of M2 Associates to provide the goods or services as described herein.

This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that M2 Associates, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township of Clinton, Hunterdon County if a member of that political party is serving in an elective public office of the Township of Clinton, Hunterdon County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township of Clinton when the contract is awarded.

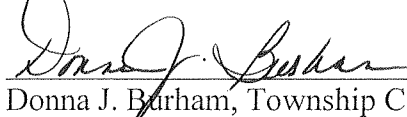
**BUSINESS REGISTRATION AND PUBLIC CONTRACTOR ACT**

CONTRACTOR shall submit written proof along with this agreement the Contractor has complied with the requirements of the Business Registration of Public Contractors Act.


Before final payment is made by the Township, the Contractor, shall submit an accurate list and proof of compliance with the Business Registration of Public Contractors Act for each subcontractor used by the Contractor or Contractor shall attest that no subcontractors were used.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be signed by their proper corporate officers and their corporate seal to be hereto affixed, this 12<sup>th</sup> day of January, 2010.

ATTEST:

  
Donna J. Barham, Township Clerk

TOWNSHIP OF CLINTON

  
A. Kevin Cimei, Mayor

WITNESS:

M2 Associates

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



## M<sup>2</sup> Associates Inc

Providers of Geologic, Environmental, & Groundwater Consulting Services

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January 5, 2010

Marvin Joss  
Township Administrator  
Clinton Township  
1225 Route 31 South, Suite 411  
Lebanon, New Jersey 08833

Re: Proposal for Aquifer Testing and Hydrogeologic Evaluation of Proposed Multi-Family Residential Project Site, Block 7 Lot 31.02, in Clinton Township, Hunterdon County, New Jersey.

Dear Mr. Joss:

M<sup>2</sup> Associates is pleased to submit this proposal to Clinton Township to evaluate the water-supply resources of the site proposed for the multi-family residential project to be constructed on Block 7 Lot 31.02. Since the water-supply demands of the proposed project will be less than 100,000 gallons per day, the Township will not be required to obtain a New Jersey Department of Environmental Protection (NJDEP) water allocation permit. Therefore, the only requirements for a hydrogeologic evaluation and aquifer testing are those imposed by Clinton Township Land Use Code §165-72C(8) and possibly requested by NJDEP-Bureau of Safe Drinking Water. Since the water derived from the wells is likely to be consumed by more than 25 persons, approvals from NJDEP-Bureau of Safe Drinking Water will be required in the future and therefore, we have developed the plans outlined herein, to not only meet the Township's current needs but to also address likely future regulatory concerns.

§165-72C(8) is entitled " Aquifer Test and Analysis " and since that the proposed project will involve the construction of residential units, this section of the Land Use Code provides the procedures for evaluating water resource availability and the potential for adverse impacts to other users and natural resources. Although the Township may be exempt from some Land Use Code elements, our proposed testing has been developed to ensure consistency with §165-72C(8) and with the procedures most likely to be required by NJDEP-Bureau of Safe Drinking Water for ensuring adequate resources are available.

The aquifer testing and hydrogeologic evaluation will involve the following steps:

1. Site Inspection/Fracture Trace Analysis/Well Siting
2. Well Installation



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3. Step-Drawdown Testing
4. Preparation of an Aquifer Test Plan
5. Submittal of Notices to Property Owners
6. Aquifer Testing
7. Preparation of Hydrogeologic Report

Each step is discussed in further detail below. Based on a concept plan dated November 13, 2009 and provided by Clarke, Caton, Hintz, it appears that all of the multi-family units will be constructed on one lot and that the site will not be subdivided into more than 20 lots. Therefore, to satisfy the requirements of the Township Land Use Code and standard practices for aquifer testing in New Jersey, it will be necessary to install three wells at the site. One of these wells will serve as a pumping well for aquifer testing and will ultimately, serve as the primary source well for the project. The other two wells will serve as an observation wells for aquifer testing and later, will likely play the role of backup/emergency supply wells. Since the wells will ultimately be used to provide water for public-community consumption, it will be necessary to retain a New Jersey-licensed master driller to complete the wells.

Please note that it is our understanding that Applied Water Management (AWMA) installed wells a few years ago on Block 7 Lot 31 site for purposes of assessing the feasibility of disposing wastewater. It is also our understanding that information related to this investigation has been provided to Clinton Township. It is highly unlikely that the wells installed by AWMA could be used to meet the water-supply demands of the proposed project, as they are likely located in the area proposed for wastewater disposal, but they may be useful for aquifer testing. If we can use any of these wells in lieu of installing a new well and therefore, reduce Township expenditures, we will use the existing well(s).

#### **STEP 1: SITE INSPECTION/FRACTURE TRACE ANALYSIS/WELL SITING**

The wells installed as part of this project will be designed such that they could be used to serve as either the primary supply well or wells, or as emergency/backup supply wells when the project is constructed. Therefore, it will not be necessary to install additional wells at a future date. All three wells will be designed to provide water to the project.

The first step will therefore, involve a contemporaneous fracture trace analysis, site inspection, and well siting. United States Geological Survey (USGS) and New Jersey Geological Survey (NJGS) mapping of bedrock geology indicates that the Block 7 Lot 31.02 site is located near two inter-related faults and that one of these faults likely transects the northwestern corner of the property. This mapping indicates that bedrock beneath the site should be significantly fractured. Since groundwater is stored and transmitted in fractures, we will use available satellite and aerial photography to identify



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traces of fractures beneath site. The imagery will be used to locate and rank sites where water-supply and observation wells could be installed.

The site inspection will involve a ground surface examination of the fracture traces observed on the aerial photographs. The condition of wells previously installed at the site will also be inspected to determine if these wells can be used to meet some or all of the observation well requirements of §165-72C(8). Based on the combined site inspection/fracture trace analysis, three or more potential well locations will be selected and ranked with the highest ranking awarded to the site with the greatest potential to meet the water-supply demands of the proposed residential units.

At the end of this step, we will provide a map depicting the locations of the proposed wells along with their State Plane coordinates to the site plan engineer. The map and coordinates will allow the site plan engineer to ensure that the wells will not be installed at locations proposed for any other improvements such as buildings, roadways, wastewater treatment/disposal units, or stormwater control measures.

#### **STEP 2: WELL INSTALLATION**

Our cost proposal includes fees for Samuel Stothoff Company of Flemington, New Jersey to provide the equipment and personnel necessary to install three new wells and conduct aquifer testing. The three wells required by §165-72C(8) will be installed by the New Jersey licensed master well driller. M<sup>2</sup> Associates will be on site periodically to log the materials encountered in the wells and evaluate potential yields. It is anticipated at this time that the wells will be completed to a depth of 300 feet below ground surface. If yields are less than 25 gallons per minute, it may be necessary to drill to greater depths. We will evaluate this need based on the drilling results.

#### **STEP 3: STEP-DRAWDOWN TESTING**

A step-drawdown test will be conducted in the proposed pumping well. The purpose of the step-drawdown testing is to determine the efficiency of the well and determine a pumping rate that can be sustained for the longer-term aquifer test.

The step-drawdown test is very useful in fractured bedrock aquifers such as the one beneath the Block 7 Lot 31.02 site for evaluating potential adverse impacts from short-duration pumping to water-bearing fractures. Problems can result when permanent equipment with a pumping rate that exceeds the yield of fractures is installed. The step-drawdown test results can be used to properly size pumping equipment and reduce the potential for decreased well efficiency resulting from short-duration over pumping.

Generators, meters, piping and pumping equipment required for this testing will be supplied by our subcontractor, Samuel Stothoff Company.



#### **STEP 4: PREPARATION OF AN AQUIFER TEST PLAN**

§165-72C(8) requires submittal of a plan to the Township Planning Board that outlines the procedures for aquifer testing. This plan will provide information including but not limited to the following:

1. The anticipated average daily and peak-day demands for the proposed housing units.
2. The pumping rate, which must be adequate to meet the peak-day demands.
3. The duration of testing, which must range between 8 and 24 hours.
4. The number and locations of wells to be monitored.
5. The frequency of measurements in all observation wells.
6. The methods for measuring precipitation and discharge rate.

The aquifer test plan will follow the outline requirements for aquifer testing as provided in §165-72C(8).

#### **STEP 5: SUBMITTAL OF NOTICES TO PROPERTY OWNERS**

As required in §165-72C(8), notices will be sent to all property owners within 500 feet of the Block 7 Lot 31.02 site boundaries. The notice will inform the property owners of the pending aquifer test and provide them the opportunity to request monitoring of water levels in their wells. As per §165-72C(8), three off-site properties and any properties with a well shallower than 100 feet will be selected for monitoring water levels during the aquifer test.

#### **STEP 6: AQUIFER TESTING**

Since the Block 7 Lot 31.02 site is underlain by one geologic formation and is entirely within the same sub-watershed, one aquifer test will be conducted. The test will follow the procedures detailed in the aquifer test plan and §165-72C(8) of the Township Land Use Code. The test will be conducted in three phases.

The background phase will be conducted to assess antecedent changes in water levels and potential existing off-site interference effects. The pumping phase will involve the pumping of one well at a constant rate until sufficient time has passed that the peak-day demand has been withdrawn from the well. The recovery phase will be the same duration as the pumping phase and will be completed to assess the response of the aquifer to pumping. Water levels in the pumping well and all on-site and off-site observation wells will be monitored with pressure transducers and datalogging devices in accordance with the schedule required by §165-72C(8).



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Near the conclusion of the pumping phase, water samples will be collected and analyzed for the parameters listed in §165-72C(8).

**STEP 7: PREPARATION OF HYDROGEOLOGIC REPORT**

After the aquifer testing has been completed a detailed hydrogeologic report will be prepared and submitted to Clinton Township. This report will include the data and information required in §165-72C(8). The report will include the results of the aquifer testing and recommendations, as necessary, for using the wells to meet the long-term demands of the proposed residential project. The report will include a detailed evaluation of potential impacts to existing off-site wells and natural resources.



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## FEES

M<sup>2</sup> Associates fees will be billed at the conclusion of each step. The fees for each step are summarized as follows:

1. Site Inspection/Fracture Trace Analysis/Well Siting = \$985
2. Well Installation = \$3,145
3. Step-Drawdown Testing = \$1,620
4. Preparation of an Aquifer Test Plan = \$1,665
5. Submittal of Notices to Property Owners = \$3,985, This fee would not be charged if the Township were to prepare and submit these notices.
6. Aquifer Testing = \$9,835 This fee includes pressure transducers and datalogging devices for the pumping well, two on-site observation wells, and three off-site wells required in §165-72C(8).
7. Preparation of Hydrogeologic Report = \$7,655

Samuel Stothoff Company's fees for the steps in which, they are involved are as follows:

Step 2: Well Installation: \$22,050.00

Step 3: Step-Drawdown Testing: \$3,335.00

Step 6: Aquifer Testing: \$6,210.00

If you have any questions, please call Matt Mulhall at (908) 238-0827.

Respectfully submitted,  
M<sup>2</sup> Associates Inc.

A handwritten signature in black ink, appearing to read 'Matthew J. Mulhall'. The signature is fluid and cursive, with the first and last names being the most prominent.

Matthew J. Mulhall, P.G.