



**Hatch Mott
MacDonald**

Hatch Mott MacDonald
Perryville III
53 Frontage Road
Hampton, NJ 08827
T 908.730.6000 www.hatchmott.com

November 19, 2013

Bonnie A. Fleming, CFO
Borough of High Bridge
Borough Hall
71 Main Street
High Bridge, NJ 08829

RE: Borough of High Bridge – DPW Facility
26 West Main Street
High Bridge, Hunterdon County, New Jersey
Environmental Services – USTs/ASTs
HMM Proposal #MCS050P00FZ01

Dear Ms. Fleming:

Hatch Mott MacDonald (HMM) is pleased to submit this proposal to the Borough of High Bridge (the Borough) for environmental services related to installation of aboveground storage tanks (ASTs) and the closure/taking out of service of two underground storage tanks (USTs) at the Borough's Department of Public Works (DPW) garage.

Situation

The Borough will be upgrading the fueling system located at the DPW garage through the installation of ASTs and eventual removal of the existing USTs. It is our understanding that the Borough intends to install two 2,500-gallon ASTs to replace the existing two 2,500-gallon USTs (one containing diesel fuel and one containing unleaded gasoline) which are utilized to fuel fleet vehicles associated with the Borough. The Borough anticipates taking the USTs out of service for a period of less than one year and installing the ASTs, ultimately removing the USTs in 2014. As a result, the Borough will be required to retain a Licensed Site Remediation Professional (LSRP) in order to navigate through NJDEP with regards to the closure of the USTs and installation of the ASTs. Further, the Borough will be required to obtain air permits for the proposed ASTs, as well as comply with the United States Environmental Protection Agency's (EPA's) Spill Prevention, Control and Countermeasure (SPCC) rule for facilities that store greater than 1,360-gallons of petroleum products above grade.

At the request of the Borough, HMM, has developed a proposal for the necessary tank compliance tasks based on the requirements set forth in New Jersey Department of Environmental Protection (NJDEP) Underground Storage Tank Regulations, Technical Requirements for Site Remediation, NJDEP Air Pollution Control Regulations (N.J. A.C. 7:27) and United States EPA's SPCC rule. As previously noted, the USTs are anticipated to be closed/removed within a year of notifying NJDEP. However, as per NJDEP regulations, a site investigation of the tanks will be required if the USTs are temporarily taken out of service for a period of more than a year. Tasks associated with the actual removal of the USTs from the Site will be provided at a later date. The Scope of Work proposal for initial UST closure/AST installation is provided below.

Ms. Bonnie A. Fleming, CFO

- 1 -

November 19, 2013

C:\Proposal\High Bridge\Final High Bridge 102813 UST AST Proposal.doc



Scope of Work – Closure/Taking out of Service of two 2,500-gallon USTs and Installation of two 2,500-gallon ASTs

HMM will assist the Borough in complying with NJDEP requirements with regards to closure of the USTs including: LSRP retention, completion and submission of the appropriate forms and/or permits in order to initiate closure activities for the two USTs (one diesel fuel and one unleaded gasoline) located at the Site, and performance of oversight of the closure/taking out of service of the USTs. In addition, HMM will assist the Borough with complying with NJDEP regulations regarding air permitting for the ASTs and the EPA's SPCC rule for the above grade bulk storage of petroleum products. The Scope of Work does not include contractor or analytical laboratory services. The tasks comprising this proposed project are as follows:

- Preparation and submittal of the required forms to NJDEP or local entities in order to complete the project including the following:
 - LSRP Retention (within 15 days of execution of this proposal);
 - UST Closure Notification Form (14 days prior to closure/taking out of service);
 - GP-004 form (air permit for gasoline AST) and associated fee (\$410);
 - Revised facility questionnaire form (within 5 days of removal/taking out of service);
 - NJDEP Annual Fee Form and associated fee (\$900, based on two regulated USTs. Additional fees may be incurred if groundwater contamination is detected during removal efforts) for 2013-2014 and due in 45 days from LSRP retention.
- NJDEP file review and Data Miner review and summary of previous case file;
- LSRP Site inspection of the vicinity surrounding the location of the USTs (Area of Concern) for any Immediate Environmental Conditions (IEC). Please note this inspection is limited to the AOC vicinity and will not include the inspection of any interiors of structures. Any gross contamination or IEC resulting from the interior of the structure(s) or outside the immediate vicinity of the AOC will not be the responsibility of the LSRP retained for this AOC specific project;
- Oversight of the removal of product and installation of capping/temporary closure of the USTs and installation of the ASTs by the Borough retained contractor (2 days on-site);
- Preparation of an SPCC plan for the fueling system;
- Provide assistance/guidance to the Borough regarding the UST closure process; and,
- Preparation of a summary report documenting the activities undertaken to take the USTs out of service prior to closure and installation of the ASTs, and inclusion of disposal documentation for the oil/gasoline present within the tanks as well as steps taken by the contractor to comply with the American Petroleum Institute Publication 1604 "Closure of Underground Petroleum Storage Tanks" titled "Temporarily Out of Service", as the tanks will remain in the ground, but not in use for a timeframe potentially exceeding 3 months.

HMM will provide the Borough with a proposal for investigative/closure tasks related to the removal and disposal of the USTs upon completion of the work outlined herein.

Cost Estimate

We propose to undertake the above-described work on a time and material basis with an estimated budget of **\$25,500**. Please note, the cost estimate assumes the subject USTs and associated piping are structurally sound and that a discharge of product to the underlying soils or groundwater has not occurred. As previously stated, the Scope of Work and associated cost



**Hatch Mott
MacDonald**

Hatch Mott MacDonald
Perryville III
53 Frontage Road
Hampton, NJ 08827
T 908.730.6000 www.hatchmott.com

estimate covers those tasks associated with preliminary permitting and associated fees and documentation required in transitioning fuel storage from below grade to above grade vessels. The initial NJDEP Annual Fee (estimated at \$900) will be paid by HMM. Any additional fees will be paid by the Borough. HMM will notify the Borough if the project will exceed the current proposed cost. No additional work will be performed without prior authorization.

Terms and Conditions

This Scope of Work is an extension of the previously authorized Municipal Engineering and Support Services Contract for 2013. As such, terms and conditions remain in effect based upon the April 15, 2013 contract, executed between the Borough of High Bridge and Hatch Mott MacDonald. Please see Attachment A for Terms and Conditions between Hatch Mott MacDonald and the Borough of High Bridge for environmental projects related to LSRP Services. Please countersign at the bottom of this page to indicate your concurrence with the actions and costs outlined herein.

Should you have any questions or comments, please do not hesitate to contact HMM.

Very Truly Yours,

Hatch Mott MacDonald

Ellen K. Moore
Project Scientist
T908.238.5006 or 973.912.3356 F913.912.2400
ellen.moore@hatchmott.com

Jennifer N. Kohlsaatt
Vice President
T973.912.2475 F973.912.2400
jennifer.kohlsaatt@hatchmott.com

For the Borough of High Bridge

_____ (name)

_____ (date)

ATTACHMENT A

RIDER 17
ADDITIONAL TERMS APPLICABLE TO
ENVIRONMENTAL PROJECTS

The following additional terms are made applicable to any environmental project on which Consultant has been retained to perform the services of a Licensed Site Remediation Professional (“LSRP”):

- a. Client recognizes that the LSRP must fulfill a dual role, serving as Client’s consultant while required to meet the responsibilities identified in the NJ Site Remediation Reform Act (SRRA; N.J.S.A. 58:10C-1 et seq.) including a priority of protection of public health, safety, and the environment. The LSRP typically acts without the oversight of the New Jersey Department of Environmental Protection (“NJDEP”), and is responsible for decisions and opinions consistent with the NJDEP Site Remediation Program. Client understands, acknowledges, and agrees that in the event that the LSRP’s obligations conflict with the wishes or intentions of the Client, the LSRP is bound by law to comply with the NJDEP requirements.
- b. Client acknowledges that Consultant must report an Immediate Environmental Concern [as defined in the Site Remediation Reform Act, C.58:10C-2] within the regulatory and mandatory time periods set forth in NJAC 7:26C, Subchapter 3.
- c. Consultant must also report any discharge of a toxic substance, if such discharge has not been previously reported.
- d. Should any time deadline set forth in NJAC 7:26C not be met due to the acts or inaction of Client, Consultant shall not be liable for any additional costs, permit fees, fines, penalties or other costs that are assessed or incurred as a result of the failure to timely meet such deadline.
- e. Consultant may issue a Response Action Outcome (“RAO”) based upon its judgment that the remediation of the site in question has been completed and public health, safety and environment are protected. However, Client acknowledges and understands that the NJDEP can audit an RAO within three (3) years after its submission, and can rescind that RAO at its discretion. Client agrees that it will be responsible for payment of any additional costs to be incurred by Consultant, as well as its additional professional fees to be generated, as a result of such audit.
- f. The Client agrees that the Client shall indemnify and defend Hatch Mott MacDonald a for any claim, loss, damage (including reasonable attorney’s fees), and liability should the Client fail to:
 - Perform their affirmative obligation to remediate;
 - Adequately fund the remediation;
 - Review documents or take action in a timely manner;
 - Disclose relevant information; and/or



- Follow the LSRP's recommendations
- g. The Client acknowledges that while the work performed by Hatch Mott MacDonald shall be performed in accordance with the LSRP Program and professional industry standards, Hatch Mott MacDonald does not guarantee the long-term effectiveness of the remedial work.
 - Remedy failure can be caused by many factors and no claim of liability, loss, or damage shall be brought against Hatch Mott MacDonald by the Client and /or Person Responsible for Conducting the Remediation ("PRCR"); and
 - The issuance of an RAO by the LSRP is not a guarantee or warranty that the site is free of contamination, that the remediation complies with all legal requirements, or that the RAO will be accepted by NJDEP.
- h. Where prior remedial work has been performed and Hatch Mott MacDonald is retained by a Client to be the LSRP of Record, the LSRP must have the ability to make judgments regarding the adequacy of work, based on compliance with applicable statute, regulations, and guidance.
- i. Hatch Mott MacDonald has an obligation to submit documents to NJDEP that verify the remediation process in accordance with applicable NJDEP regulations and guidance in effect at the time the document was submitted and provide evidence that the remedy was protective of human health, safety, and the environment.
 - The PRCR, and not Hatch Mott MacDonald, is responsible for document retention.
 - Confidential documents, e.g. those prepared by counsel or by the LSRP under attorney-client work product privilege, may be excluded from the submission and/or record retention requirements provided they have been characterized as such by the Client or the PRCR.