

CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

copy to  
Ken Coakley  
8/17/23

RESOLUTION 2023-42

Resolution Authorizing Contract for Environmental Services

WHEREAS, The Carneys Point Township Sewerage Authority ("CPTSA") is in need of an environmental company for sampling of PCBs and Pollutant Minimization Plan Annual Report Development; and

WHEREAS, Cavallo Environmental Services LLC ("Cavallo") possesses the necessary expertise in this area; and

WHEREAS, the CPTSA would like to hire Cavallo for this work as a professional service; and

WHEREAS, the award of the contract is being made in accordance with N.J.S.A. 19:44A-20.5 and N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, the CPTSA has determined that the value of the services is anticipated to be less than \$17,500 during the term of this contract and funds are available; and

WHEREAS, the terms and conditions are set forth in the Contract which has been reviewed and approved by the CPTSA.

NOW, THEREFORE BE IT RESOLVED, by the CPTSA that a one-year contract with Cavallo is approved and the Chairman may execute the contract in the form approved by the Solicitor.

  
Ken Brown, Authority Chairman

Date of Adoption: August 15, 2023

Committee	Moved	Seconded	Y	N	Abstain	Absent
Mr. Bomba			/			
Mr. Basile	✓		/			
Mr. Brown			/			
Mr. Newton			/			
Dr. Racite		✓	/			

# CAVALLO ENVIRONMENTAL SERVICES L.L.C.

July 10, 2023  
Mr. Ronald Cooksey, Plant Superintendent  
Carneys Point Township Sewerage Authority  
303 Harding Highway  
Carneys Point, NJ 08069

**Re: Carneys Point Township Sewerage Authority  
Polychlorinated biphenyls (PCBs) Sampling and Pollutant Minimization Plan (PMP) 2023  
Annual Report Development  
Professional Services Proposal**

Hi Ron,

I am pleased to submit this Proposal for Professional Services for the collection of one dry weather PCB sample and for the development of the 2023 PMP annual report for Carneys Point Township Sewerage Authority (Carneys Point). Based on previous discussions, and the PMP Annual report requirements as specified in NPDES permit NJ0021601 Cavallo Environmental Services L.L.C. ("CES") proposes to provide the following Scope of Services:

## SCOPE OF SERVICES

### **Sample Collection, Data Review and Submission:**

CES will ensure compliance with the Delaware River Basin Commission's (DRBC) sampling and reporting protocols.

- Sample Collection: CES will contract for sample collection and laboratory analytical services. During 2023 one effluent sample will be collected during dry weather. CES will coordinate with Carneys Point and the sampling company for sample collection, identification, and analysis to ensure adherence to established protocols. The cost for these efforts is included as part of this proposal.
- Data Review and Submission: CES will review the 2023 analytical results provided by the laboratory and develop the accompanying chain of custody in accordance with required protocols. Any formatting or analytical issues will be resolved through coordination with the laboratory and Carneys Point Sewerage Authority. Two copies of the data submittal will be generated: one for submission and another for archival purposes. New data from 2031 will be added to Carneys Point's existing dataset and evaluated for long-term trends.

**PMP Annual Report Generation:** CES will utilize existing and new data in preparation of the PMP annual report in accordance with the guidelines referenced in Carneys Point's NJPDES permits.

- CES will assess total PCB (tPCB), homolog and congener concentrations to evaluate long-term changes in plant effluent. The annual report will be provided as a pdf file to NJDEP and DRBC. CES will address any questions provided by the regulatory agencies regarding preparation of the report or interpretations presented.

110 Kensington Avenue  
Trenton, New Jersey 08618

215-932-3015  
greg@cavalloes.com

Carneys Point Township Sewerage Authority  
Professional Services Proposal  
July 10, 2023

**FEE**

Cavallo Environmental Services L.L.C. proposes to provide the Scope of Services described above for the Not-To-Exceed Fee of eight thousand two hundred and fifty dollars (\$8,250.00). Additional Services, if required, will be provided upon request by Carneys Point as agreed to by written Amendment to this Proposal.

This Proposal includes the Terms and Conditions attached hereto and incorporated herein by reference. The Terms and Conditions may not be revised or modified except by a document signed by both parties. If you agree with this Proposal as presented herein, please sign and date two copies where indicated and return one (1) copy to our office. When executed, the Proposal (including the Terms and Conditions) will constitute our Consulting Agreement. We can proceed with the work when we are in receipt of a signed proposal.

Thank you for extending to me the opportunity to be of service to Carneys Point Township Sewerage Authority. If you should have any questions regarding this Proposal, please feel free to contact me on my cell at 215-932-3015.

Sincerely,

Cavallo Environmental Services L.L.C.



Gregory Cavallo, Principal

ACCEPTED BY:  
Carneys Point

Signature: \_\_\_\_\_



Printed: Ken Brown, Chairman CPESA

Date: 8/15/2023

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS ATTACHED

# CAVALLO ENVIRONMENTAL SERVICES L.L.C.

## PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

Proposal Dated: July 10, 2023

To: Mr. Ronald Cooksey, Plant Superintendent  
Carneys Point Township Sewerage Authority  
303 Harding Highway  
Carneys Point, NJ 08069

For: PCB Sampling and Pollutant Minimization Plan (PMP) Annual Report Development

- I. **Agreement.** Upon execution by both Cavallo Environmental Services L.L.C. ("CES") and Carneys Point Township Sewerage Authority (hereinafter the "Carneys Point") of the Proposal to which these Terms and Conditions are attached, the Proposal shall constitute the Consulting Agreement; these Terms and Conditions are incorporated into and are a material part of the Consulting Agreement ("Agreement"). Nothing in the Agreement, including these Terms and Conditions, may be modified except in a writing signed by both CES and Carneys Point.
- II. **Authority.** The person signing the Agreement on behalf of Carneys Point is duly authorized to do so and Carneys Point has been duly authorized to enter into this Agreement by the Executive Director which is the subject of the Project and any and all other parties which are required for the terms of the Agreement to be binding and enforceable.
- III. **Scope of Work.** The scope of CES's work is only as expressly described in the Agreement.
- IV. **Information Provided by Carneys Point.** Carneys Point represents and warrants that the information Carneys Point has provided to CES regarding the Project is accurate to the best of Carneys Point knowledge after diligent inquiry. Carneys Point further acknowledges that CES has relied, and will rely, upon such information to formulate the terms of this Agreement and to complete CES's work.
- V. **Access to Project; Permits.** Carneys Point shall, at Carneys Point expense, provide CES with safe access to the Project as necessary at reasonably convenient times and conditions.
- VI. **Invoices.** Unless otherwise provided in the Agreement, CES shall submit invoices for payment on a quarterly basis. Invoices shall be considered correct as rendered if not questioned in writing within ten calendar days of the submission date of the invoice. Invoices are due and payable within thirty (30) days. If payment is not timely received, the unpaid balance will accrue interest at the rate of one and one-half percent (1.5%) per month.
- VII. **Termination.** This Agreement may be terminated by either party upon fourteen days written notice should the other party fail substantially to perform in accordance with its Terms through no fault of the party initiating the termination. If this Agreement is terminated, CES shall be compensated, in accordance with the Terms of this Agreement, for all services performed to the termination date, including all potential profits and Reimbursable Expenses then billed and unpaid, as well as all expenses directly resulting from termination.
- VIII. **Standard of Care.** Notwithstanding any other provisions of this Agreement to the contrary, nothing herein contained shall be construed as:
  - (a) constituting a guarantee, warranty, or assurance, either express or implied, that CES's services will yield or accomplish a perfect outcome for the Project; or

- IX. **Limitation of Liability.** Carneys Point agrees, to the fullest extent permitted by law, to limit the liability of CES to Carneys Point for all claims, losses, costs, damages, or claims expenses from any cause or causes. Such claims and causes include, but are not limited to, negligent acts, professional errors or omissions, strict liability, breach of contract or warranty.
- X. **Indemnification.** Carneys Point shall indemnify, defend and hold harmless CES, its affiliates, principals, employees and agents from and against all such injuries, damages, loss, claims, fines, penalties and costs (including attorney's fees) arising from or in connection with the furnishing of services or deliverables by CES, except for such injuries, damages, loss, claims, fines and penalties and costs caused solely by CES's negligence. The obligations in this paragraph shall survive the termination or completion of performance of this Agreement.
- XI. **Default.** Should Carneys Point fail to perform, observe or keep any provision of this Agreement, CES may at its option do any one or more of the following: (a) terminate this Agreement; (b) declare the entire amount of the Fee (including expenses incurred) earned immediately due and payable and commence legal action therefore; (c) suspend CES's performance; and/ or (d) pursue any other remedies available by law.
- XII. **Limitations of Effects on Waivers.** No delay or omission to exercise any right, power, or remedy accruing to CES on any breach or default, or any acquiescence thereto, shall constitute a decision to delay or omit to exercise any right, power, or remedy accruing to CES for any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default therefore or thereafter occurring. Any waiver, permit, consent, or approval of any kind on the part of CES must be specifically set forth in writing.
- XIII. **Dispute Resolution.** Any controversy or claim arising out of or relating to this Agreement, or any modification or extension thereof, including any claim for damages or rescission or both shall first be submitted for good faith non-binding mediation in accordance with the rules and standards sets forth by the American Arbitration Association, unless the parties mutually agree otherwise.
- XIV. **Force Majeure.** The parties to this Agreement shall be excused from the performance of any obligation in the event such performance is hindered or prevented by any strike, boycott, lockout or other labor trouble; and storm, fire, earthquake or other Act of God; any riot, civil disturbance, or any act of war or of the public enemy; any shortage, unavailability or disruption in the supply of labor, materials, fuels or disruption of postal, electrical, telephone or other utility service, any present or future governmental law, ordinance, order, rule or regulation; or any other cause or contingency beyond the respective parties' control.
- XV. **Miscellaneous.** (a) The Agreement shall be governed by and construed under the laws of the State of New Jersey and Carneys Point further agrees to submit to the jurisdiction of any court located in New Jersey. (b) This Agreement embodies the entire agreement between the parties, it may not be modified or terminated except as provided herein or by other written agreement executed by CES and Carneys Point. If any provision herein is invalid, it shall be considered deleted here and shall not invalidate the remaining provisions.