



June 10, 2020

GARWD20002

Borough of Garwood

Attn: Ms. Christina M. Ariemma
403 South Avenue
Garwood, New Jersey 07027

**RE: COVID-19 CONSULTING SERVICES
BOROUGH OF GARWOOD
403 SOUTH AVENUE
GARWOOD, NEW JERSEY 07207**

Dear Ms. Ariemma:

Pennoni is providing this proposal to the **Borough of Garwood (Client)** to provide professional industrial hygiene consulting services relative to the recreation center, municipal building, public works building, and the public library. Our proposed services include reviewing current cleaning and sanitizing procedures, conducting Post Cleaning Verification inspections, and providing on call COVID-19 consulting services.

SCOPE OF SERVICES

We will implement a multi-tasked approach for this project. The following major tasks will be completed:

TASK 1 – REVIEW OF CURRENT CLEANING PROCEDURES

Recent studies suggest that the SARS-CoV-2 virus may remain viable and infective on surfaces for hours to days, depending on the surface material type (fabric, tile, steel, etc.). Thorough cleaning and disinfection of frequently touched surfaces are recommended by the Centers for Disease Control (CDC) and believed to be essential in preventing the spread of infection. Additionally, many state governments have issued orders that include the development and implementation of adequate cleaning programs that comply with CDC requirements.

Our team of Certified Industrial Hygienists will review the current cleaning and sanitizing program that is currently being implemented by the Client at their facilities. We will review the program to determine if it meets federal and state requirements, if the proper chemicals are being used, and if the current frequency schedule is adequate.

Based on our review of the program, we will provide additional procedures to be implemented (if warranted). Our team can also provide onsite training of workers and a review of actual cleaning procedures.

TASK 2 – POST CLEANING VERIFICATION

Testing the efficacy of a cleaning program is known as Post Cleaning Verification (PCV). One of the recognized objective methods of testing is known as Adenosine Triphosphate (ATP) Bioluminescence testing. ATP is an energy molecule found in plant, animal, and microbial cells. It fuels metabolic processes such as cellular reproduction, muscle contraction, plant photosynthesis, respiration in fungi, and fermentation in yeast.

Organic matter (living or dead) contains ATP, including food, bacteria, mold, and other microorganisms. Although ATP testing does not directly detect SARS-CoV-2 or other viruses, it is a useful tool in determining whether areas were cleaned and sanitized to a level which would provide confidence that the presence of any bacteria or viruses including SARS-CoV-2 is unlikely.

The measurement of ATP on surfaces using a luminometer has historically been used to evaluate cleanliness of food preparation surfaces. A specialized swab is used to sample a 10 cm x 10 cm surface area and is then analyzed using a portable luminometer. The total amount of ATP present on the swab is quantified and expressed as Relative Light Units (RLUs). Measuring the amount of bioluminescence from an ATP reaction provides an indication of surface cleanliness because the quantity of light generated by the reaction is directly proportional to the amount of ATP present in the sample. High readings may indicate the presence of viable biological matter or dead organic debris indicating a lack of adequate cleaning. ATP testing was recognized as a valid option for cleanliness testing by the CDC in a paper, "Options for Evaluating Environmental Cleaning" dated December 2010.

The frequency of testing is ultimately based on the Client's risk tolerance. At this time there are no requirements by state or federal agencies to perform post cleaning verification. Since the current pandemic is constantly changing, it is our opinion that some kind of verification is necessary to confirm effectiveness and to protect building owners and managers. Additionally, it must be recognized that this type of cleaning may continue for many months into the future. It is likely that a monthly, or quarterly, testing protocol is the most prudent and cost effective testing frequency. The deliverable of testing would be a simple letter report describing the areas tested and if they were in the pass, caution, or failing ranges.

TASK 3 – ON-CALL COVID-19 CONSULTING SERVICES

Pennoni will be able to respond to calls, emails and meetings as needed to provide assistance in response to any concerns by the Client regarding this pandemic. We will keep the team updated on current federal, state and local recommendations for building management and cleaning response activities. Additionally, as needed we will assist with interaction and reporting with the state or local health departments. These services can include assistance with the following COVID-19 related issues:

1. Updates from the federal government, included the CDC, OSHA and EPA
2. Updates from state and local governments regarding building occupancy and operation
3. Building system maintenance and testing requirements (HVAC, water systems, etc)
4. Legionella management plan and water testing
5. Serve as "Pandemic Safety Officer" to check on any construction projects
6. Assist with occupant management requirements (screening, limited occupancy, etc)
7. Review of Personal Protective Equipment and protocol for the Client's employees

FEES

Pennoni will complete the above scope of services in tasks 1 and 2 for a lump sum fee of **\$3,500.00**.

Task 2, Post Cleaning Verification associated with the public works building, recreational center, municipal building, and public library. Our industrial hygienists will collect sampling (up to thirty samples per building) in one day equating to approximately **\$2,000.00**.

Task 3, On-call COVID-19 Consulting Services, will be provided as needed and when our expertise is required. Our services will be invoiced in accordance with the attached 2020 Schedule of Fees.

ASSUMPTIONS/CLARIFICATIONS

- Access to all scheduled buildings will be available on the requested time and date of the site visit.
- Our fees are based on being able to access all four buildings in one day. If the client cannot provide access to all four buildings on the same day additional fees for a return visit would be charged to the client.
- Tasks 1, and 2 includes one (1) electronic copy of a final report per task.

SCHEDULE

Pennoni is prepared to begin this project upon written authorization. Our fees listed above are based on timely access to the buildings when requested. We anticipate the review of the cleaning program can be provided within one week of notice to proceed. Task 3 will be completed as requested and will be invoiced on a Time and Materials Not to Exceed basis.

BILLING AND PAYMENT

An invoice for professional services completed will be presented for payment on a monthly basis. Invoices are due upon receipt. The Client acknowledges that the method of billing and payment has been discussed in detail, that the terms agreed upon can only be changed by a written addendum agreed to by both parties, and that work may be stopped until payment is made in accordance with the agreement.

TERMS AND CONDITIONS

Pennoni's General Terms and Conditions (Form LE01 12/2015) are attached hereto and are considered as part of the scope of services. The Client indicates by the execution of this proposal that they have reviewed and understand the General Terms and Conditions.

Thank you for affording us the opportunity to work with you on this project. If you have any questions, please feel free to call us.

Sincerely,

PENNONI ASSOCIATES INC.



Ralph Coppola, CIEC
Senior Industrial Hygienist

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Todd M. Hay, PE
Regional Vice President

Please indicate your acceptance of this proposal by signing and returning a copy of this proposal as our authorization to proceed. In signing this proposal, the Client authorizes Pennoni to complete the professional services outlined in this proposal in accordance with the attached terms and conditions.

Accepted By:

Authorized Representative of the Client

(Christina M. Ariemma, Borough Administrator/Clerk)

(Date)



PENNONI ASSOCIATES INC. GENERAL TERMS & CONDITIONS

GARWOOD

1. Unless withdrawn sooner, proposals are valid for thirty (30) days.
2. The technical and pricing information in proposals is the confidential and proprietary property of Pennoni Associates Inc. ("Pennoni") or any Pennoni subsidiary or affiliate. Client agrees not to use or to disclose to third parties any technical or pricing information without Pennoni's written consent.
3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Pennoni to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the proposal and these General Terms & Conditions, then the proposal shall take precedence. The proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.
4. Payment is due upon receipt of invoices as submitted. If Client chooses to make any payment via major credit card, Client agrees to pay a 3% surcharge or 1.03 times the total amount invoiced. Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than 30 days past due. If an invoice is 30 or more days past due, then Pennoni may suspend services and refuse to release work on this Agreement or any other agreement between Client and Pennoni until Client has paid all amounts due. Unless Pennoni receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, then Client agrees to pay reasonable costs and attorney's fees incurred by Pennoni to collect payment.
5. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by Pennoni are instruments of Pennoni's services, and as such are and shall remain Pennoni's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Client shall not use the Documents in violation of this paragraph without Pennoni's express written consent; and such use is at the Client's sole risk. Client agrees to indemnify, defend and hold harmless Pennoni from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
6. The proposed fees and schedule constitute Pennoni's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually.
7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
8. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent administrative and handling charge will be added to client reimbursable expenses.
9. Client's termination of this Agreement will not be effective unless Client gives Pennoni seven (7) days prior written notice with accompanying reasons and details, and affords Pennoni an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation.
10. Pennoni will maintain at its own expense Workman's Compensation insurance, Commercial General Liability insurance, and Professional Liability insurance.
11. Neither the Client nor Pennoni shall assign this Agreement without the written consent of the other.

12. Pennoni does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Pennoni will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Pennoni cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.
13. Pennoni will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.
14. CLIENT AND PENNONI HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS PENNONI'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, PENNONI'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY PENNONI UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, PENNONI'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.

IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, PENNONI AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.

15. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
16. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
17. If Client does not retain Pennoni to render construction phase services, then Client waives any claim it may have against Pennoni and agrees to indemnify, defend, and hold harmless Pennoni from any loss or liability, including attorneys fees and other defense costs, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.
18. Unless and until a court determines that Pennoni's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Pennoni's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Pennoni and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Pennoni under this paragraph, Pennoni shall have the right to select its attorneys.
19. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.
20. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.
21. Client and Pennoni waive consequential damages arising out of this Agreement.
22. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
23. Both Pennoni and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.



POST-CLEANING/ DISINFECTION VERIFICATION & CLEARANCE

With a focus on the safety of tenants, building personnel and emergency responders, Pennoni offers a full range of Industrial Hygiene and Environmental Health & Safety Services. Assisting employers in small businesses and large corporate facilities alike, our team of industry experts provides solutions to your specific problems and needs.

In response to the ongoing COVID-19 pandemic, Pennoni's specialized team of scientists, environmental health professionals, technicians, and safety personnel are under the direction of our in-house Certified Industrial Hygienists to assist and support you.

LOCAL PRESENCE, NATIONWIDE SERVICE

OUR SERVICES INCLUDE:

- COVID-19 Cleaning Plans
- SARS-CoV-2 Testing
- Remediation/Cleaning Contractor Oversight
- Post-cleaning Verification and Testing

OUR TESTING SERVICES PROVIDE:

- On-site Real Time Results
- ATP Surface Testing
- SARS-CoV-2 PCR Testing
- Testing by Industrial Hygienists



For more information contact:

Alan Lloyd, CIH, CSP, ENV SP, Associate Vice President
215-407-0585 | alloyd@Pennoni.com | www.pennoni.com