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April 16, 2021

Attn: Mr. David Horner  
Supervisor of Buildings & Grounds  
Franklin Lakes School District  
490 Pulis Avenue, Franklin Lakes, NJ 07417

**Re: Proposal for Comprehensive Lead in Drinking Water Services per N.J.AC. 6A:26  
Franklin Lakes School District  
490 Pulis Avenue, Franklin Lakes, NJ 07417  
Karl Environmental Group Proposal #: P21-0600**

Dear Mr. Horner:

Karl Environmental Group ("Karl") is pleased to provide this proposal to the Franklin Lakes School District (the "Client") for Lead in Drinking Water testing services at four (4) school buildings (the "Facilities") as per N.J.A.C. 6A:26 Educational Facilities, effective July 13, 2016. This proposal includes a comprehensive range of services to assist the Client with meeting all NJAC regulations.

## **1.0 BACKGROUND**

The Client contacted Karl to request testing to comply with the lead in drinking water testing as required by amendments to N.J.A.C. 6A:26 Educational Facilities, effective July 13, 2016. The regulation requires sampling of all drinking water outlets in the Facilities, including those used for consumption, food/beverage preparation, and any other location from which students or faculty/staff may reasonably consume water. The regulations require a water stagnation period of 8-48 hours from last use prior to sampling. Additionally, facilities should be closed to all faculty, staff, and students at the time of the sampling event to ensure water is not used prior to sampling, including the use of sinks, toilets, and water fountains. Any outdoor sprinklers or decorative water displays should be turned off prior to the sampling event. Additionally, the regulation requires public notification of sampling results within twenty-four (24) hours of receipt of results.



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## 2.0 SCOPE OF SERVICES

Karl will provide the following services as required by N.J.A.C. 6A:26:

### Sampling Planning and Preparation

- *Sampling Plan & Updates*

Karl will assist with the update of the Sampling Plan outlining the methods used for testing drinking water outlets at each Facility. Where applicable, Karl will update the Plumbing Profile, Labels & Chain of Custodies, Data Review, and Filter Inventory.

### Drinking Water Sampling, Analysis, and Documentation

- *First-Draw Drinking Water Sampling*

Karl will perform first draw sampling of all drinking water outlets at each Facility. Samples will be collected prior to the opening of the Facility, between 8 and 48 hours after the water was last used. Samples will be accompanied by field reagent blanks, recorded on proper chain of custody, and delivered to an NJDEP certified laboratory for analysis of lead by EPA Method 200.8. **Note: Client will be responsible for providing a knowledgeable person with full access to each Facility during sampling hours. Facilities should be closed off to all other personnel. Client will be responsible for ensuring water remains unused for at least 8 hours (by excluding use by all occupants and ensuring that no outlets are leaking). In the event that outlets require flushing due to prolonged disuse, Client will be responsible for flushing and tagging outlets no more than 48 hours prior to the sampling event. Client will be responsible for the maintenance of the Field Log Book, including notations on filter maintenance, drinking water outlet and/or plumbing repairs.**

- *Final Project Report*

Karl will assist with the generation of a Final Project Report. The report will identify any limitations to the use of the laboratory data due to field observations that may have impacted analytical results.

Based upon sampling performed in 2017, the following samples will be collected at each Facility:

#### **Colonial Road School**

- Fifteen (15) first-draw samples
- One (1) field blank

#### **Woodside Avenue School**

- Sixteen (16) first-draw samples
- One (1) field blank

#### **High Mountain Road School**

- Sixteen (16) first-draw samples
- One (1) field blank

#### **Franklin Avenue Middle School**

- Twenty-four (24) first-draw samples
- One (1) field blank



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### 3.0 ADDITIONAL CLIENT REQUIREMENTS

In addition to the responsibilities outlined in Section 2.0, the Client will also be responsible for the following:

This proposal includes a fee estimate for conducting first draw drinking water samples. Should first draw drinking water samples exceed the regulatory Action Level, State regulations require that secondary flush-draw samples be collected and analyzed to determine the source(s) of lead contamination. Outlets requiring remediation must also be sampled prior to being put back in service. **The cost of second draw and post-remediation sampling is not included in this proposal. If these services are needed due to first draw sampling results, a separate proposal will be prepared.**

Per N.J.A.C. 6A:26, the Client will be responsible for making laboratory results public within 24 hours of receipt. If sampling identified outlets exceeding the regulatory Action Level, the Client will be responsible for immediately addressing affected units. The Client must provide written notification to parents/guardians and the Department of Education if any outlets exceed the Action Level.

State regulations require that specific roles be assigned to School District personnel. While Karl will make every effort to assist with the completion of the required documentation outlined in Section 2.0, it will ultimately be the responsibility of the Client to ensure that all paperwork is correct and maintained.

**The Client will be responsible for submitting to the State a statement of assurance that lead-in drinking water sampling and notification of results were completed per N.J.A.C 6A:26.**



**4.0 FEE ESTIMATE**

Karl will perform the scope of work outlined in Section 2.0 for the following estimated fees:

Task	Fee
<p><b>Sampling Planning &amp; Updates</b></p> <ul style="list-style-type: none"> <li>Karl will assist with the update of the Sampling Plan outlining the methods used for testing drinking water outlets at each Facility. Where Applicable, Karl will update the Plumbing Profile, Labels &amp; Chain of Custodies, Data Review, and Filter Inventory.</li> </ul>	\$1,000.00
<p><b>First-Draw Drinking Water Sampling, Analysis, and Documentation</b></p> <ul style="list-style-type: none"> <li>First-draw sampling of and estimated Seventy-Five (75) drinking water outlets, including four (4) field blanks for analysis by EPA Method 200.8               <ul style="list-style-type: none"> <li>Estimated Fifteen (15) samples, plus one field blank at Colonial Road</li> <li>Estimated Sixteen (16) samples, plus one field blank at the High Mountain Road</li> <li>Estimated Sixteen (16) samples, plus one field blank at Woodside Avenue</li> <li>Estimated Twenty-four (24) samples, plus one field blank at Franklin Ave. MS</li> </ul> </li> <li>Experienced onsite sampling technicians and delivery of samples to lab.</li> <li>Sampling equipment and consumables.</li> <li>Final Project Report identifying any limitations to laboratory data due to field observations that had the potential to impact analytical results.</li> </ul> <p>Additional samples beyond the estimated quantity are \$30.00 per sample.</p> <p><i>Note: Per N.J.A.C. 6A:26, samples must be collected between 8 and 48 hours of any water last being used. Client must repair or take out of service any leaking/faulty outlets prior to sampling. A knowledgeable person with access to all rooms must be provided during sampling event. Facility must be closed off to all other persons during sampling. Client will be responsible for flushing and tagging outlets prior to sampling if deemed necessary per regulations. Fee reflects collection and analysis of first-draw samples only. Additional follow-up samples may be necessary dependent upon results.</i></p>	\$2,250.00  \$2,075.00 \$250.00 \$300.00
<b>Estimated Project Total</b>	<b>\$5,875.00</b>

This fee estimate is based upon an estimated number of drinking water outlets and is valid for a period of 30 days. All sampling is to be performed during one (1) site visit. The final project total will depend on the total number of outlets sampled. This proposal does not include the cost of second-draw or post-remediation sampling.



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## 5.0 AUTHORIZATION

All work will be completed in accordance with the provisions of the Karl Environmental Group Standard Terms and Conditions which are attached and made part of this proposal. You may indicate your acceptance of this proposal and authorize Karl Environmental Group to proceed by signing the attached Authorization to Proceed form and returning it to the undersigned. Please complete and return the attachments to this proposal.

Karl Environmental Group appreciates the opportunity to provide a proposal for this project. Should you have any questions or require further information, please contact the undersigned or call Karl Environmental Group at 1-800-527-5581.

Sincerely,

**Karl Environmental Group**

*Jake Edwards*

Jake Edwards  
Industrial Hygienist  
[jedwards@karlenv.com](mailto:jedwards@karlenv.com)  
(Tel) 610-856-7700  
(Fax) 610-856-5040



**Authorization to Proceed**

The Franklin Lakes School District accepts this Karl Environmental Group Proposal #: P21-0600 dated April 16, 2021 and hereby authorizes Karl Environmental Group to provide the services described herein for the following estimated fees:

Task	Fee
<b>Sampling Planning &amp; Updates</b> <ul style="list-style-type: none"> <li>Karl will assist with the update of the Sampling Plan outlining the methods used for testing drinking water outlets at each Facility. Where Applicable, Karl will update the Plumbing Profile, Labels &amp; Chain of Custodies, Data Review, and Filter Inventory.</li> </ul>	\$1,000.00
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<b>Estimated Project Total</b>	<b>\$5,875.00</b>

Michael J. Solokas  
 Name (Please Print)

Michael J. Solokas  
 Signature

Business Administrator  
 Title

4-30-2021  
 Date

**KARL ENVIRONMENTAL GROUP  
STANDARD TERMS AND CONDITIONS**



1. **ENTIRE AGREEMENT.** Karl Environmental Group, ("Contractor") services are limited to those specifically noted in the attached agreement, proposal or purchase order ("Proposal"). The Proposal, these Standard Terms and Conditions, which are an integral part of the Proposal, and any other documents incorporated into the Proposal by specific reference, constitute the entire agreement ("Agreement") between Contractor and the undersigned customer ("Customer"), and supersede all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter of the Agreement.
2. **RELATIONSHIP OF THE PARTIES.** In providing services to Customer, Contractor will act in the capacity of an independent contractor, and nothing in the Agreement shall be construed to create a partnership, agency, joint venture, or any other relationship between the parties.
3. **WARRANTIES AND GUARENTEES.** Contractor makes no warranty or guarantee, either expressed or implied with respect to the services provided pursuant to the Agreement. Contractor will provide the services using the same standard of care that of any similar services provider doing similar work in the same area at the same time under similar conditions for the same purpose.
4. **LIMITATION OF LIABILITY.** Contractor's maximum liability relating to any services rendered pursuant to the Agreement (regardless of the form of action, whether in contract, negligence or otherwise) shall be limited to the charges paid to Contractor for the portion of its services giving rise to liability. In no event shall Contractor be liable for consequential, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) even if Contractor has been advised of their potential existence.
5. **INDEMNIFICATION.** Customer shall defend, indemnify and hold harmless Contractor, (including its past, present and future personnel) from liability for claims, demands and suits for damages for personal injuries or death and property loss damage caused solely by the negligent acts or omissions or willful misconduct of Customer or Customer's agents, representatives or employees.
6. **CHANGES AND CONFLICTS.** Customer may, upon written notice to Contractor, ask Contractor to change the scope of the services described in the Proposal. If Contractor agrees to such change, Contractor will provide Customer with a written amendment to the Proposal describing the change and any effect of the change on the project schedule or cost. If Customer accepts the amendment, it will automatically become a part of this Agreement. In the event of any conflict between the proposal and these Standard Terms and Conditions, these Standard Terms and Conditions shall govern and control.
7. **FOURCE MAJEURE.** Contractor will not be responsible for delays attributable to: acts of God, Customer, or third parties; weather; intervention of governmental authorities; work stoppages; changes in applicable laws and regulations after the effective date of the Agreement; or any other acts, omissions or events beyond the reasonable control of Contractor.
8. **CITATION AND REFERENCE.** Customer agrees to allow Contractor to use Customer's name and a brief description of the services provided in advertisements, marketing materials, and statements of Contractor's qualifications and experience. Contractor will not provide detailed information or the name of a contact person for use as a reference without first obtaining Customer's approval.
9. **COMPENSATION AND PAYMENT.** Customer will pay Contractor for services rendered in the amount specified in the Proposal. Unless otherwise indicated, payments are due within 30 calendar days after the date of the invoice. Invoices not paid within 30 days will be considered to be overdue and will be subject to a late charge of 1% per month of the overdue balance. All credit card payments will be subject to a 4% convenience fee.
10. **GOVERNING LAW.** The Agreement between the parties and their rights and obligations there under shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.