

RESOLUTION #16-152

**RESOLUTION AUTHORIZING THE AWARD OF A
NON-FAIR AND OPEN CONTRACT WITH TTI ENVIRONMENTAL, INC.
FOR PROFESSIONAL ENVIRONMENTAL ENGINEERING
SERVICES RELATING TO THE WOODBURY
PUBLIC WORKS GARAGE**

WHEREAS, the City of Woodbury has a need to acquire the services of a professional Environmental Engineer as a non-fair and open contract pursuant to the provisions of *N.J.S.A.* 19:44A-20.5; and,

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

WHEREAS, TTI Environmental, Inc. ("TTI") has submitted a proposal indicating they will provide the Environmental Engineering Services for the City of Woodbury in accordance with the agreement attached hereto and made a part of this Resolution for the sum of \$19,866; and

WHEREAS, TTI has completed and submitted a Business Entity Disclosure Certification which certifies that TTI has not made any reportable contributions to a political or candidate committee in the City of Woodbury in the previous one year, and that the contract will prohibit TTI from making any reportable contributions through the term of the contract, and

WHEREAS, the Chief Financial Officer has certified that there are sufficient funds to award such contract; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Woodbury authorizes the Mayor to enter into a contract with TTI as described herein in accordance with the proposal attached hereto; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and,

BE IT FURTHER RESOLVED that a notice of the award of this contract be published once in the official newspaper of the City of Woodbury.

ADOPTED at a regular meeting of the Mayor and City Council of the City of Woodbury on November 22, 2016.

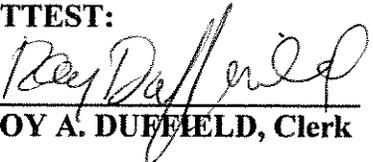
CITY OF WOODBURY

By:



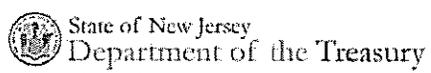
DAVID TROVATO
President of Council

ATTEST:



ROY A. DUFFIELD, Clerk

16-152



State of New Jersey
Department of the Treasury
Division of Purchase and Property
Two-Year Chapter 51/Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

FOR STATE AGENCY USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

Check if the Contract / Agreement is Being Funded Using FHWA Funds

Please check if requesting
recertification

Part 1: Business Entity Information

Full Legal Business Name TTI Environmental, Inc.
(Including trade name if applicable)

Address 1253 North Church St.

City Moorestown State NJ Zip 08057 Phone 8568408800

Vendor Email susant@ttienv.com Vendor FEIN (SS# if sole proprietor/natural person) 22-2622257

**Check off the business type and list below the required information for the type of business selected.
MUST BE COMPLETED IN FULL**

- Corporation: LIST ALL OFFICERS and any 10% and greater shareholder
- Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- Partnership: LIST ALL PARTNERS with any equity interest
- Limited Liability Company: LIST ALL MEMBERS with any equity interest
- Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

All Officers of a Corporation or PC

**10% and greater shareholders of a corporation
or all shareholder of a PC**

William Dolan, CEO

Craig P. Durand, President

Timothy Popp, Vice President

William Stafford, Secretary

All Equity partners of a Partnership

All Equity members of a LLC

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>

Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See Information and Instructions form.)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
 State Political Party Committee
 County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee
 Legislative Leadership Committee

Full Legal Name of Recipient _____
Address of Recipient _____
Date of Contribution _____ Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____
Contributor Name _____
Relationship of Contributor to the Vendor _____
<p>If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions.</p>
<input type="button" value="Remove Contribution"/>
<input type="button" value="Add a Contribution"/>

Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

Part 3: Certification

- (A) I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) I am certifying as an Individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
 - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
 - (ii) Any State, County or Municipal political party committee; OR
 - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
 - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
 - (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name *Susan Thames* Print Name Susan Thames

Title/Position Associate Director Date 11-22-16

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.



Your acceptance and authorization to proceed with this project may be accomplished by signing this original proposal and returning it to us. We appreciate the opportunity for allowing TTI to provide you with professional services. If you have any questions, please feel free to contact us at any time.

Respectfully submitted,

TTI ENVIRONMENTAL, INC.

Robert Kowalczyk
Robert Kowalczyk, P.E., LSRP
Project Manager

Kristin Heimburger
Kristin Heimburger, LSRP
Director of Environmental Consulting

Proposal Total:	\$19,866.00
Accepted and Authorized by:	City of Woodbury
<i>[Signature]</i> Signature	11/22/16 Date
William J. Volk Jr. Print Name	Mayor Title
_____ Email	_____ Office Phone
_____ Cell Phone	_____ Fax Number



The pricing quoted herein will remain in effect for a period of 60 days from the date of this quotation. After this time period, TTI reserves the right to revise the quotation. This proposal is based on regulations currently in effect. Should any regulations change, TTI reserves the right to amend this proposal.

Confidentiality

TTI proposes to perform these services on a confidential basis on behalf of The City of Woodbury. Our personnel and/or subcontractors involved in these studies would be instructed about the confidential nature of these tasks, such that neither the nature of our work nor our findings would be disclosed to others without your permission or unless legally required.



4.0 STANDARD TERMS AND CONDITIONS

Warranty

TTI warrants that its services are performed in accordance with the standards for professional services at the time those services are rendered. TTI warrants that it is familiar with the State, Federal and local laws and regulations governing the services to be provided under this contract and further warrants that it will comply fully with all such laws and regulations, including obtaining any required permits or making any required filings, in the performance of the work covered by this contract. TTI agrees to notify **The City of Woodbury** immediately of any occurrence or condition associated with its performance of services that might require notification to regulatory authorities. Except as provided herein, no other warranty or representation, either express or implied is included or intended in its proposals, contracts, and reports.

Liability

TTI's pollution/professional liability insurance shall not exceed \$5,000,000 for total allowable losses.

TTI's liability for bodily injury and property damage insurance shall not exceed \$5,000,000 per occurrence/\$5,000,000 aggregate.

TTI's automobile liability for bodily injury/property damage insurance shall not exceed \$5,000,000 per occurrence.

Payment Terms – Invoicing

Invoices will be issued at the completion of work, delivery of materials and/or the end of each month, payable net ten (10) days from the date of the invoice.

TTI Environmental, Inc. offers clients the convenience and ability to use credit cards (MasterCard, Visa and American Express) to pay for the services ordered and performed by TTI. For this service a fee of 3% of the total to be invoiced will be added to the bill. Information required to utilize this service includes the name of the credit card, credit card number, date of expiration and the name on the credit card (account holder). All information regarding a client's credit card will be held in the strictest confidence by the Accounting Department of TTI.

Interest of 1 1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amount not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs in collecting any delinquent amount shall be paid by the client.

In the event that the client requests termination of the work prior to the completion of a report, TTI reserves the right to complete such analyses and records as are necessary to place its files in order and where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 30% of all charges incurred up to date of the stoppage of the work may, at the discretion of TTI be made.



The groundwater data from the temporary well points will be evaluated to determine if a release to groundwater has occurred and the need to install permanent monitoring wells. Sampling of the existing wells, installed by Princeton Geoscience, Inc., for the Aero Plating investigation, will be included in future groundwater monitoring, if necessary.

A proposal for any necessary additional work will be prepared.

3.0 TIMING, REPORTING AND COSTS

Timing - TTI is prepared to begin this project immediately after the receipt of authorization to proceed. The City of Woodbury may authorize TTI to conduct this work by signing this original proposal or issuing a purchase order. TTI will complete the proposed work in conjunction with the selected drilling subcontractor. TTI will communicate with the City Administrator and Public Works Director to schedule the work. This proposal is prepared based on the work being conducted on week days during normal working hours. TTI will coordinate with the City of Woodbury officials to accomplish the work with minimal impact to the public works operations.

Reporting - TTI will issue a Site Investigation Report within four (4) weeks of receiving the laboratory analytical data.

Costs – The estimated cost to conduct the investigation is **\$19,866.00**. The costs are summarized on the enclosed proposal table. The cost to conduct additional work outside of this Scope of Work will be billed at the following rates:

Labor Category	Hourly Rate
LSRP (Senior Environmental Scientist)	\$130.00
Senior Project Manager *	\$130.00
Project Manager	\$110.00
Assistant Project Manager	\$85.00
Environmental Scientist	\$75.00
Field Technician	\$65.00
CAD Operator	\$60.00
Clerical	\$60.00

* Registered Geologist or Professional Engineer

Weekend/Holidays – All work related to this project shall be performed Monday through Friday during normal business hours, 8:00 AM to 5:00 PM, excluding holidays. Work requested to be performed on weekends, holidays or outside normal business hours shall be invoiced at 1.5 times the hourly rate.

Deliverables – The above quoted price includes delivery of one (1) electronic copy of the summary letter report in Adobe file format, and one (1) unbound original copy of the report. Additional copies of the report can be supplied at a cost to be determined.

TTI's standard terms and conditions described in Section 4.0 will apply.



2.0 SCOPE OF WORK

The PCE detected in the subsurface below the Public Works Garage has to be investigated to determine the horizontal and vertical extent of the release. TTI recommends an investigation including soil borings to collect soil samples for laboratory analysis and installing three (3) temporary well points to investigate the groundwater.

Soil Investigation

The soil borings will be conducted using the small-diameter, direct-push Geoprobe® technique. This proposal includes two (2) days to conduct the soil boring program, from both inside and outside the public works garage. The area near the parts cleaner will be the focus inside the building. The area outside the building closest to the parts cleaner will be the area targeted for investigation. Soil borings will also be installed between the sewer line and the building along the southern property boundary.

At each boring location in the garage, a four-inch diameter hole will be drilled through the concrete floor using a core drill. The stainless steel Geoprobe® core barrel, containing an acetate liner will be driven into the subsurface using the hydraulic hammer to a depth of approximately fifteen (15) feet. After the core barrel is removed from the subsurface, the liner is removed and cut open to observe the soil collected. A calibrated photoionization detector (PID) will be used to screen the soil for volatile organic compounds. The soil will be observed and described for boring logs. Soil samples for laboratory analysis will be collected from the six (6) inch interval exhibiting the highest PID reading. The samples will be analyzed for Target Compound List (TCL) volatile organic compounds. Samples of soil considered uncontaminated may be collected to verify the extent of the release. The samples will be analyzed on a five (5) day turn-around-time (TAT). This proposal includes an allotment of twenty (20) soil samples for laboratory analysis.

Groundwater Investigation

Three (3) temporary well points will be installed during the field mobilization. The temporary well points will be constructed in soil borings using one (1) inch diameter PVC screen and riser casing. Three static water volumes will be purged from each temporary well point prior to sampling. The samples will be collected using either a bailer or a peristaltic pump. The water samples will be analyzed for Target Compound List (TCL) volatile organic compounds on a five (5) day TAT.

The soil cuttings and purge water will be containerized in drums for disposal. The drums will be labelled as non-hazardous and placed in a client directed location for temporary storage until pickup for disposal.

Site Investigation Report

The soil data will be compared to the NJDEP Residential and Non-Residential Direct Contact Soil Remediation Standards, and the default Impact to Groundwater Soil Screening Levels. The groundwater data will be compared to Groundwater Quality Criteria. If the soil data shows the release has been delineated in both the horizontal and vertical directions, the soil investigation will be considered complete. However, if the data does not show delineation in both the horizontal and vertical directions, additional soil investigation will be necessary.



TTI ENVIRONMENTAL, INC.

www.ttienv.com

Corporate Office

1253 North Church Street, Moorestown, NJ 08057

o 856-840-8800 f 856-840-8815

Consulting | Contracting | Engineering

16-152

November 4, 2016

Mr. Michael P. Theokas, City Administrator
City of Woodbury
33 Delaware Street
P.O. Box 180
Woodbury, NJ 08096

Reference: Licensed Site Remediation Professional Services
Woodbury Public Works Garage
Communication Center # 14-02-11-0857-11
TTI Proposal #16-1328 CO#1

Dear Mr. Theokas:

TTI Environmental, Inc. (TTI) is pleased to provide the City of Woodbury this proposal to perform Licensed Site Remediation Professional (LSRP) services to investigate chlorinated solvents, particularly tetrachloroethylene (PCE), in the subsurface on the Public Works Garage property at 663 South Evergreen Avenue. Information developed during the investigation of the Aero Plating facility conducted by Princeton Geoscience, Inc., indicates the PCE detected in the subsurface on the Woodbury Public Works Garage property is unrelated to the release from the Aero Plating facility at 675 South Evergreen Avenue.

1.0 BACKGROUND/PURPOSE

An environmental investigation, for Industrial Site Recovery Act (ISRA) compliance, conducted by Princeton Geoscience, Inc., on the Aero Plating facility identified groundwater contamination by chlorinated solvents. In May 2010, a groundwater grab sample collected on the City of Woodbury Public Works Garage property showed PCE above the 2007 Vapor Intrusion Groundwater Screening Level of 1 µg/l. In association with the groundwater investigation, a vapor intrusion investigation was conducted on properties east and in the presumed hydraulic downgradient direction of the Aero Plating facility. The vapor intrusion investigation reportedly showed a tetrachloroethylene concentration, above the New Jersey Department of Environmental Protection (NJDEP) Non-residential Soil Gas Screening Level, in a sub-slab soil gas sample, taken from within the City of Woodbury Public Works Department garage. Investigation conducted on the Spoken Word Church property, between the Aero Plating facility and City of Woodbury Public Works Department reportedly did not exhibit tetrachloroethylene contamination. With this information, Princeton Geoscience, Inc., concluded and NJDEP agreed, that the tetrachloroethylene detected in the soil gas below the City of Woodbury Public Works Department garage is not related to the release at the Aero Plating facility.

The NJDEP informed the City of Woodbury of this information and communicated to the City of Woodbury of the need to hire a Licensed Site Remediation Professional (LSRP) to investigate the tetrachloroethylene detected in the soil gas below the Public Works Department garage.

Woodbury Public Works Garage - 16-1328 CO#1

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL
<i>TASK 1 Field Investigation</i>				
LSRP/PE	8	Hour	\$130.00	\$1,040.00
Senior Project Manager	20	Hour	\$110.00	\$2,200.00
Environmental Scientist	16	Hour	\$75.00	\$1,200.00
Labor Subtotal	44			\$4,440.00
Geophysics	1	Day	\$1,667.50	\$1,667.50
Driller/Geoprobe	2	Day	\$2,085.00	\$4,170.00
Temporary Well Points	3	Unit	\$92.00	\$276.00
TCL/PP Volatile Organics +10/15	23	Sample	\$103.50	\$2,380.50
PPE	2	Unit	\$115.00	\$230.00
PID	2	Day	\$200.00	\$400.00
Peristaltic pump	1	Day	\$200.00	\$200.00
Field Truck/Car	2	Day	\$100.00	\$200.00
Drum Disposal - Soil	1	Unit	\$782.00	\$782.00
Expenses Subtotal				\$10,306.00
Task Subtotal				\$14,746.00
<i>TASK 2 Site Investigation Report</i>				
LSRP/PE	8	Hour	\$130.00	\$1,040.00
Senior Project Manager	12	Hour	\$110.00	\$1,320.00
Assistant Project Manager	24	Hour	\$85.00	\$2,040.00
CAD Operator	8	Hour	\$60.00	\$480.00
Administrative	4	Hour	\$60.00	\$240.00
Task Subtotal	56			\$5,120.00
Total				\$19,866.00