

RESOLUTION #17-38

**RESOLUTION APPOINTING ENVIRONMENTAL CONSULTANT
FOR THE CITY OF WOODBURY**

WHEREAS, there exists a need for the appointment of an Environmental Consultant for the City of Woodbury for the year 2017; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids must be publicly advertised.

WHEREAS, this appointment and/or contract was advertised and is hereby awarded pursuant to a fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.4 et seq., with the award of the contract and/or the appointment being in the best interest and the most advantageous to the City of Woodbury considering all factors.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Woodbury that **TTI ENVIRONMENTAL, LLC** is hereby appointed Environmental Consultant for the City of Woodbury, commencing January 1, 2017 for a term of one (1) year terminating on December 31, 2017; and

BE IT FURTHER RESOLVED that a contract be entered into with the above appointee, in the form attached hereto, and such contract be awarded without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law because the aforesaid agreement encompasses professional services recognized, licensed and regulated by law, and is of a nature where it is not possible to obtain competitive bids and is hereby awarded under a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

BE IT FURTHER RESOLVED that a notice of this resolution shall be published in the South Jersey Times as required by law within ten (10) days of its passage.

ADOPTED at the regular meeting of the Mayor and City Council of the City of Woodbury held January 3, 2017.



DAVID TROVATO
President of Council

ATTEST:



ROY A. DUFFIELD
Clerk

Recorded vote:

Ayes (8): Swanson, McIlvaine, Johnson, Fleming, Parker, Reddin, Carter, Trovato

Nays, Abstentions: none

Absent (1): Tierney

**CITY OF WOODBURY
CERTIFICATION AS TO THE AVAILABILITY OF FUNDS
CHIEF FINANCIAL OFFICER**

I CERTIFY AS CHIEF FINANCIAL OFFICER, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

TTI Environmental, LLC

FOR: Professional Contract - Temporary budget portion until budget adoption
Environmental Consultant

RESOLUTION #	<u>17-38</u>	<u>1/3/2017</u>	AMOUNT:	Not-to-exceed <u>\$ 2,000.00</u>
ORDINANCE #	<u> </u>			

THAT FUNDS ARE AVAILABLE, AS OF THE DATE OF THIS RESOLUTION, FROM THE FOLLOWING:

Amounts Funded

TEMPORARY BUDGET APPROPRIATION:

ADOPTED BUDGET APPROPRIATION:

DEDICATION BY RIDER:

RESERVE FOR FEDERAL & STATE GRANT:

CAPITAL ORDINANCE:

C-04-09-101-000 \$ 2,000.00

Dated: January 3, 2017



ROBERT LAW
CHIEF FINANCIAL OFFICER



TTI ENVIRONMENTAL, INC.

Consulting | Contracting | Engineering

www.ttienv.com
Corporate Office
1253 North Church Street, Moorestown, NJ 08057
o 856-840-8800 f 856-840-8815

December 30, 2016

Mayor and City Council of City of Woodbury
c/o Qualified Purchasing Agent
City of Woodbury
33 Delaware Street
Woodbury, NJ 08096

Re: License Site Remediation Professional Consulting Services Contract

Dear Mr. Duffield:

1.0 Background

TTI has responded to **City of Woodbury** for the bid for Environmental Consultant on December 11, 2016, with the bid document named Environmental Consultant Professional Services for Request for Qualifications (RFQ).

TTI's RFQ presents TTI's qualification and experiences relevant to providing License Site Remediation Professional Services for site remediation in New Jersey.

2.0 Scope of Work

As a need arises TTI shall provide the **City of Woodbury** with LSRP services as detailed in our RFQ and outlined in Request for Sealed Proposals for Professional Services for Environmental Consultant, 2017, for the City of Woodbury.

Specific work orders shall be prepared for each project phase and cost estimates shall be prepared using the rate sheet provided in the RFQ, hereby attached as Exhibit A. A Sample Work Order is attached as Exhibit B. Purchase orders and/or signed work orders shall be requested from the **City of Woodbury** prior to the initiation of services.

3.0 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 inform **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.



4.0 Insurance

For the purposes of this agreement, TTI shall maintain the following:

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.

5.0 Payment Terms – Invoicing

Invoices will be issued at the completion of work, delivery of materials and/or the end of each month, payable net thirty (30) days from the date of the invoice.

TTI Environmental, Inc. offers **City of Woodbury** 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 **City of Woodbury'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 60 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 **City of Woodbury**.

The pricing quoted herein will remain in effect for a period of one year 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.

6.0 Confidentiality

TTI proposes to perform these services on a confidential basis on behalf **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.

7.0 LSRP Terms & Conditions

For services under this Agreement that require the engagement of a Licensed Site Remediation Professional ("LSRP") registered with and subject to the laws, regulations, and guidance promulgated by the state of New Jersey, the New Jersey Department of Environmental Protection ("NJDEP"), including the Site Remediation Reform Act ("SRRA," N.J.S.A. 58:10C-1 et seq.) the



Administrative Requirements for the Remediation of Contaminated Sites (“ARRCS,” N.J.A.C. 7:26C et seq.), the Technical Requirements for Site Remediation (“TRSR,” N.J.A.C. 7:26E et seq.), and regulations promulgated by the LSRP Licensing Board (together the “LSRP Program”) LSRP Terms and Conditions will apply.

7.1 Historic Environmental Records & Site Access

City of Woodbury shall provide to TTI Environmental Inc. all information known about the Property/Site as is reasonably known to the **City of Woodbury**, either directly or indirectly, whether known by a representative of the **City of Woodbury** or provided to the **City of Woodbury** by a third party. **City of Woodbury** shall continue to provide to TTI Environmental Inc. any additional information about the Property/Site that becomes known to the **City of Woodbury**.

City of Woodbury shall be fully responsible for obtaining the necessary authorization to allow the LSRP Firm, the LSRP, its agents, subcontractors and representatives to have access to the Site and structures thereon at reasonable times throughout the term of this agreement.

7.2 LSRP and Responsible Party Obligations

City of Woodbury understands, acknowledges, and agrees that in the event that the LSRP’s obligations under the LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of **City of Woodbury**, the LSRP is bound by law to comply with the requirements of the LSRP Program.

Failure by the **City of Woodbury** or person responsible for conducting the remediation to perform in accordance with the LSRP Program may result in NJDEP taking enforcement actions including, fines and penalties, and/or requiring direct NJDEP oversight. The **City of Woodbury** acknowledges that failure to strictly adhere to the requirements of the LSRP program also may result in the assignment of direct oversight NJDEP case management to the project. The imposition of direct oversight may result in project delays and substantially increased costs to the **City of Woodbury**. The LSRP is not responsible for the failure to meet a deadline, if the deadline cannot be satisfied because **City of Woodbury** has not provided adequate financial resources and/or has failed to timely provide information and data necessary for the LSRP to complete the submission.

City of Woodbury acknowledges that their failure to make payment in accordance with the compensation terms of the Contract shall constitute a breach of the Contract and shall relieve TTI Environmental Inc. from any further obligation or liability to continue work on the property/site. The **City of Woodbury** agrees not to hold TTI Environmental Inc or the TTI Environmental Inc. employed LSRP or other TTI Environmental Inc. personnel, liable for adhering to the reporting obligations and all other obligations mandated by the LSRP program and SRRA.

7.3 Professional Standards of Care and Long Term Effectiveness

The **City of Woodbury** acknowledges that while the work performed by TTI Environmental Inc. and the LSRP shall be performed in accordance with the LSRP Program, and



professional industry standards, TTI Environmental Inc. and the LSRP do 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 the TTI Environmental Inc. or the LSRP by the **City of Woodbury** and/or person responsible for conducting the remediation; 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.

TTI Environmental Inc. and the TTI Environmental Inc. employed LSRP shall conduct all work in accordance with professional industry standards and New Jersey law. TTI Environmental Inc. and the TTI Environmental Inc. employed LSRP shall recommend to the **City of Woodbury** the remedial work that is necessary to address all environmental issues at the Property/Site in accordance with NJDEP's Technical Requirements for Site Remediation (and related guidance documents). In rendering opinions, an LSRP's standard of care and skill will be measured against the level of reasonable care and diligence applying the knowledge and skill ordinarily exercised by other competent and reputable LSRPs in good standing, operating under similar circumstances, and during the same time period. The NJDEP may have legitimate differences in judgment that do not necessarily constitute a departure from this standard of care.

7.4 Remedial Action Objectives, Presumptive Remedies and RAO Conditions

Upon completion of all required remedial activities for all identified areas of concern, and once the TTI Environmental Inc. employed LSRP has determined that the investigation and remediation is fully protective of public health, safety and the environment, the TTI Environmental Inc. employed LSRP will issue a Response Action Outcome (RAO) in lieu of the former NJDEP issued No Further Action (NFA) letter and Covenant Not to Sue. The TTI Environmental Inc. employed LSRP will make this determination based on the remediation conducted, supervised and reviewed, and ultimately accepted by the TTI Environmental Inc. employed LSRP using independent professional experience. In accordance with SRRA, the TTI Environmental Inc. employed LSRP is authorized to memorialize the completion of remediation by issuing an RAO to the person responsible for conducting the remediation which renders their opinion that the Property/Site has been remediated in accordance with all applicable statutes, regulations and guidance.

City of Woodbury acknowledges that the NJDEP has established presumptive remedies for certain end uses, such as residential development, schools and childcare facilities which must be adhered to.

City of Woodbury acknowledges that an RAO is subject to a three (3) year period, during which time the NJDEP may inspect, audit, modify or rescind the RAO if the remediation is deemed not to be protective of public health, safety and the environment.

- In the event of an inspection, review, or audit by NJDEP, TTI Environmental Inc. and the LSRP are not responsible for additional requirements imposed by NJDEP during an inspection, review, or audit. Furthermore, any additional requirements imposed by NJDEP after the issuances of the RAO shall be considered as outside



the approved scope of work under this Contract. Additional time, materials and expenses required to address NJDEP or other party inquiries, audit findings or questions shall be provided to the **City of Woodbury** under an agreed amendment to this contract or a new contract.

7.5 LSRP Code of Conduct

The LSRP is required to abide by a professional code of conduct established in the LSRP Program. This includes:

- An LSRP’s highest priority in the performance of professional services shall be the protection of public health and safety and the environment; and
- An LSRP shall exercise reasonable care and diligence, and shall apply the knowledge and skill ordinarily exercised by other reputable and competent LSRPs in good standing practicing in the State at the time the services are performed.

7.6 Records Retention Requirements

The LSRP 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 and the environment.

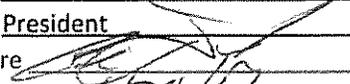
- The LSRP has an obligation and responsibility under the LSRP Program to maintain and preserve all documents that were reviewed, relied upon, or prepared as part of the remediation. These documents shall be provided by the LSRP to NJDEP electronically at the time a key document or Response Action Outcome (“RAO”) is submitted to NJDEP.
- Confidential documents, e.g. those prepared by counsel or by the LSRP under attorney-**City of Woodbury** work product privilege, may be excluded from the submission and/or record retention requirement provided they have been characterized as such by the **City of Woodbury** or the party responsible for conducting the remediation.

8.0 Complete Agreement

The Agreement represents the entire understanding and agreement between **The City of Woodbury** and TTI for services pertaining to the project, and supersedes all prior negotiations, representation or agreement, either written or oral. This Agreement and the Exhibits attached hereto may only be amended, supplemented, modified or canceled by a duly executed written instrument sign by both **City of Woodbury** and TTI.

TTI Environmental, Inc.

City of Woodbury

Name Craig Durand, CHMM, LSRP
 Title President
 Signature 
 Date 7/29/17

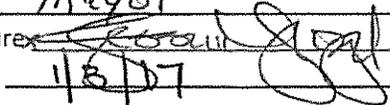
Name Jessica Floyd
 Title Mayor
 Signature 
 Date 11/8/17

EXHIBIT A

PROPOSED COSTS / RATE SHEETS



9 PROPOSED COSTS

TTI Environmental, Inc.		
Cost Proposal - Subcontractors and Services		
ITEM	UNIT	UNIT COST
Subcontractors		
Vacuum Truck	Hour	\$125.00
Geoprobe (Standard Rig)	Day	\$1,375.00
Geoprobe Mobilization/Demobilization	Each	\$187.50
Macro Core Sleeves	Each	\$8.25
Temporary Well Point	Each	\$93.75
Concrete/Asphalt Patch	Each	\$31.25
HSA Rig Mobilization/Demobilization	Day	\$625.00
HSA Rig	Day	\$2,312.50
Air Rotary Rig Mobilization/Demobilization	Day	\$750.00
Air Rotary Rig	Day	\$2,437.50
Casing Driver	Day	\$437.50
2" PVC Well Material	Foot	\$30.00
4" PVC Well Material	Foot	\$35.00
Flush Mount Well Construction	Each	\$243.75
NJDEP Well Permit Fee	Permit	\$218.75
Geophysical Survey - Half Day	Lump Sum	\$1,187.50
Geophysical Survey - Full Day	Lump Sum	\$1,875.00
Surveying (Well location and elevation)	Day	\$1,250.00
Sub-slab Soil Gas Sampling (Six sample points)	Day	\$1,200.00
Drum Disposal		
55 Gallon Drum (Soil or Water)	Each	\$61.50
Transportation	Lump Sum	\$440.75



9 PROPOSED COSTS

<i>Laboratory Analysis</i>		
Item	Unit	Unit Cost
TCL/PP Volatile Organics +10/15	Sample	\$106.25
BTEX only	Sample	\$75.00
EDB & DBCP	Sample	\$43.75
1,4-Dioxane	Sample	\$143.75
Drinking Water Volatile Organics	Sample	\$156.25
Encore Sampling Kits (3 encores per kit)	Sample	\$37.50
TCL/PP Base/Neutral/Acid Extractables + 15/20	Sample	\$250.00
TCL/PP Base/Neutral Extractables +10/15	Sample	\$172.50
TCL/PP Acid Extractables	Sample	\$187.50
Polynuclear Aromatic Hydrocarbons (PAHs)	Sample	\$150.00
Naphthalene and 2-Methylnaphthalene	Sample	\$137.50
SIM to meet NJGQSS	Sample	\$52.50
TCL/PP Organochlorine Pesticides/PCBs	Sample	\$187.50
TCL/PP Organochlorine Pesticides	Sample	\$125.00
PCBs	Sample	\$93.75
TAL Metals	Sample	\$131.25
RCRA 8 Metals	Sample	\$100.00
Hexavalent Chromium - Soil	Sample	\$75.00
Hexavalent Chromium – Water	Sample	\$37.50
Mercury	Sample	\$37.50
Gasoline Range Organics	Sample	\$81.25
Diesel Range Organics (C10 - C28)	Sample	\$93.75
Extractable Petroleum Hydrocarbon Category 1 - Non Fractionated	Sample	\$87.50
Extractable Petroleum Hydrocarbon Category 2 - Fractionated	Sample	\$175.00
Individual TCLP / SPLP ZHE (Volatile Extraction)	Sample	\$50.00
Individual TCLP / SPLP (Non-Volatile Extraction)	Sample	\$50.00
Metals Digestion & Analysis (8 RCRA Metals)	Sample	\$100.00
Herbicides	Sample	\$162.50
Pesticides	Sample	\$112.50
Corrosivity (pH)	Sample	\$18.75
Ignitability / Flashpoint	Sample	\$18.75
Reactivity (Cyanide & Sulfide)	Sample	\$62.50
Paint Filter Test / Free Liquids	Sample	\$18.75
RCRA Characteristics (Reactive CN & S, Ignitability, Corrosivity)	Sample	\$100.00
SPLP/TCLP-Full (8 Metals, VO, BNA, Pesticides, Herbicides)	Sample	\$762.50



9 PROPOSED COSTS

<i>Laboratory Analysis (Continued)</i>		
Item	Unit	Unit Cost
Full TCL/TAL+30	Sample	\$718.75
Acidity	Sample	\$18.75
Alkalinity	Sample	\$18.75
Biological Oxygen Demand - 5 Day	Sample	\$37.50
Chemical Oxygen Demand	Sample	\$31.25
Chloride	Sample	\$25.00
Chlorine Demand	Sample	\$61.25
Color	Sample	\$31.25
Cyanide, Amenable	Sample	\$62.50
Cyanide, Free	Sample	\$42.50
Cyanide, Physiologically Available	Sample	\$90.00
Cyanide, Total	Sample	\$31.25
Ferric Iron (calculation)	Sample	\$18.75
Ferrous Iron	Sample	\$37.50
Flashpoint - Liquid	Sample	\$25.00
Formaldehyde by HPLC (Water)	Sample	\$237.50
Formaldehyde Water Extraction/Analysis (Soil/Solid/Sludge)	Sample	\$297.50
Hexavalent Chromium-Water	Sample	\$50.00
Hexavalent Chromium-Soil	Sample	\$75.00
Moisture Content	Sample	\$25.00
Nitrogen, Total Kjeldahl	Sample	\$37.50
Oil & Grease - Hexane Extractable Material (HEM)	Sample	\$55.00
Oil & Grease - Hexane Extractable Material (HEM)	Sample	\$125.00
Oxidation Reduction Potential (Redox)	Sample	\$50.00
Organic Carbon, Dissolved	Sample	\$75.00
Organic Carbon, Total-Water	Sample	\$31.25
Organic Carbon, Total-Soil	Sample	\$75.00
Perchlorate (Water / Soil)	Sample	\$150.00
pH	Sample	\$12.50
Phenol, Total	Sample	\$31.25
Phosphorus (Total)	Sample	\$31.25
Salinity	Sample	\$21.25
Solids, Total	Sample	\$25.00
Solids, Total Dissolved	Sample	\$25.00
Solids, Total Suspended	Sample	\$25.00
Solids, Total Volatile	Sample	\$25.00



9 PROPOSED COSTS

Laboratory Analysis (Continued)		
Item	Unit	Unit Cost
Specific Conductance	Sample	\$18.75
Sulfate	Sample	\$25.00
Sulfide	Sample	\$50.00
Sulfite	Sample	\$25.00
Turbidity	Sample	\$25.00
Supplies/Equipment		
PID	Day	\$125.00
Well Sampling Equipment - Volumetric Purge Method	Day	\$375.00
Generator	Day	\$156.25
Field Truck/Car	Day	\$100.00
Hand Auger	Day	\$200.00
Well sampling - Low Flow and Purge Method	Day	\$600.00
Horiba	Day	\$50.00
LEL/O2 Meters	Day	\$150.00
Rotary Hammer Drill	Day	\$40.00
Water Level Indicator	Day	\$15.00
Oil-Water Interface Probe	Day	\$20.00

EXHIBIT B

SAMPLE WORK ORDER



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

WORK ORDER			
DATE:	JOB NO.:	PREPARED BY:	CUSTOMER NO.:
CLIENT NAME:		PO #	
CONTACT:		CLIENT ADDRESS:	
PHONE:		COMMENTS	
FAX:			
CELL:			
E-MAIL:			
PROPERTY NAME:			
ADDRESS:			
PROJECT TASKS			
Task 1	_____		\$ _____
Task 2	_____		\$ _____
Task 3	_____		\$ _____
Task 4	_____		\$ _____
Task 5	_____		\$ _____
ESTIMATED PROJECT COSTS.....			\$ _____
AUTHORIZED BY: _____ <div style="display: flex; justify-content: space-between; width: 100%;"> Signature Print Name Title </div>			
COMPANY/ORGANIZATION: _____			

Note: By signing above, client agrees to Term and Conditions specified in the Licensed Site Remediation Professional Consulting Services Contract duly signed on _____ as applied to this project.