

RESOLUTION NO. 2014-215

A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH TTI ENVIRONMENTAL, INC., MOORESTOWN, NJ, FOR REMEDIAL INVESTIGATION OF PROPERTY KNOWN AS BLOCK 7110, LOT 1, LOCATED AT 141 SHERIDAN AVENUE.

WHEREAS, TTI Environmental, Inc., Moorestown, New Jersey, has been prequalified to provide as needed Environmental Consulting Services to the City of Vineland, pursuant to Resolution No. 2013-104; and

WHEREAS, TTI Environmental, Inc., Moorestown, New Jersey, has completed a Preliminary Assessment and Site Investigation for property proposed for acquisition by the City located at 141 Sheridan Avenue, Vineland, New Jersey; and

WHEREAS, the next phase is the remedial investigation; and

WHEREAS, TTI Environmental, Inc. has submitted a proposal for Remedial Investigation of the subject property, in the amount of \$8,023.58; and

WHEREAS, the Director of Economic Development has recommended that a contract for the required services be awarded to TTI Environmental, Inc., based upon the proposal received, pursuant to a fair and open process; and

WHEREAS, the availability of funds for said Professional Services Contract to be awarded herein have been certified by the City Comptroller; and

WHEREAS, the Local Public Contract Law (N.J.S.A. 40A:11-1, et seq) requires that the Resolution authorizing the award of contract for Professional Services without competitive bidding and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland that said contract for Professional Services for Remedial Investigation of property known as Block 7110, Lot 1, located at 141 Sheridan Avenue, Vineland, New Jersey, be awarded to TTI Environmental, Inc., Moorestown, New Jersey, based upon the proposal received, pursuant to a fair and open process, in an amount not to exceed \$8,023.58, for a contract period not to exceed one year from Notice to Proceed.

Adopted:

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President of Council

ATTEST:

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City Clerk

**REQUEST FOR RESOLUTION FOR CONTRACT AWARDS  
UNDER 40A:11-5 EXCEPTIONS  
(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)**



May 13, 2014  
\_\_\_\_\_  
(DATE)

- 1. Service (detailed description): Professional services for Remedial Investigation for property known as Block 7110, Lot 1; 141 Sheridan Avenue, Vineland, NJ
- 2. Amount to be Awarded: \$ 8,023.58

- Encumber Total Award
- Encumber by Supplemental Release

- 3. Amount Budgeted: \$ \_\_\_\_\_
- 4. Budgeted: By Ordinance No. \_\_\_\_\_  
Or Grant: Title & Year \_\_\_\_\_

5. \*\*Account Number to be Charged: 025-0-00-50-5001-2-6143654

6. Contract Period: 12 months

7. Date To Be Awarded: May 27, 2014

8. Recommended Vendor and Address: TTI Environmental, Inc.  
1253 N. Church St., Moorestown, NJ 08057

9. Justification for Vendor Recommendation:(attach additional information for Council review)  
The recommended vendor has been working with the City of Vineland in connection with the preliminary assessment and site investigation for the property in question. The next step is the remedial investigation.

- Non-Fair & Open (Pay-to-Play documents required)
- Fair & Open: How was RFP advertised? \_\_\_\_\_

10. Evaluation Performed by: Sandra Forosisky

11. Approved by: *Sandra Forosisky*

- 12. Attachments:
  - Awarding Proposal
  - Other: \_\_\_\_\_

- Send copies to:
  - Purchasing Division
  - Business Administration

\*\* If more than one account #, provide break down



*A Service Disabled Veteran  
Owned Small Business*

TTI Environmental Incorporated  
1253 N. Church Street  
Moorestown, New Jersey 08057  
Tel: 856-840-8800  
Fax: 856-840-8815

May 13, 2014

Mr. Frank DiGiorgio  
City of Vineland, Department of Economic Development  
640 E. Wood Street  
Vineland, NJ 08362-1508

**Reference:**        *Remedial Investigation  
Art Anderson, Inc.  
141 Sheridan Avenue  
Block 7110, Lot 1  
TTI Proposal No. 13-1133-CO2*

Dear Mr. DiGiorgio:

TTI Environmental, Inc. (TTI) is pleased to provide you with this Remedial Investigation (RI) proposal. For your ease of review, the proposal is organized in the following manner:

- 1.0     Background
- 2.0     Scope of Work
- 3.0     Costs
- 4.0     General Terms and Conditions

**1.0     BACKGROUND**

TTI performed a Preliminary Assessment Report (PAR) at the subject property. The PAR identified six (6) AOCs which required further action. In order to evaluate if these AOCs have impacted the site, TTI returned to the site on April 4, 2014 to conduct a Site Investigation (SI). The SI was conducted in compliance with NJAC 7:26E Technical Requirements for Site Remediation. The following two (2) AOCs yielded data above the applicable NJDEP criteria and will require delineation:

**AOC 2A**

Soil sample SB-2, collected in a drum storage area directly in front of the building, returned a result of 0.22 mg/kg for Benzo(a)pyrene and the standard is 0.20 mg/kg.

**AOC 2B**

Soil sample SB-10, collected in a drum storage area away north of the asphalt area in front of the building, returned an Extractable Petroleum Hydrocarbon (EPH) result of 24,000 mg/kg, which is above the 17,000 mg remediation threshold.



**City of Vineland, Department of Economic Development**

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**2.0 SCOPE OF WORK**

**Remedial Investigation**

Using a hand auger, TTI shall advance the soil borings at the specific areas of concern to determine the horizontal and vertical extent of affected media. Each boring shall be field-screened using a calibrated Photoionization Detector (PID), as well as visual and olfactory assessments by experienced field technician personnel.

**AOC 2A**

TTI shall collect five (5) soil samples for analysis of benzo(a)pyrene.

**AOC 2B**

TTI shall collect five (5) soil samples for EPH Category II analysis.

All laboratory data will be assessed to current New Jersey Department of Environmental Protection (NJDEP) criteria. All laboratory analysis shall be performed on a normal turnaround time of one (1) week. TTI shall prepare a report summarizing the findings with recommendations for further action.



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**3.0 COSTS**

Description	Quantity	Unit	Rate	Total
<b>Soil Investigation Field Services</b>				
Field Geologist	9	Hours	\$85.00	\$765.00
Field Tech	9	Hours	\$75.00	\$675.00
PID	1	Day	\$75.00	\$75.00
Field Vehicle, Sampling Equipment & Disposables	1	Day	\$600.00	\$600.00
<b>Laboratory Analysis</b>				
EPH Cat 2	5	Sample	\$180.00	\$ 900.00
Benzo(a)pyrene	5	Sample	\$80.00	\$400.00
VOC/SVOC/PCBs/Metals	2	Sample	\$565.00	\$1,130.00
<b>Administrative/Reporting/Correspondence/Deliverables</b>				
Remedial Investigation Report	1	LS	\$2,000.00	\$2,000.00
CADD Technician	4	Hours	\$55.00	\$220.00
Electronic Deliverables (Assistant Proj Manager)	4	Hours	\$75.00	\$300.00
Form Preparation (Assistant Proj Manager)	4	Hours	\$85.00	\$340.00
LSRP Oversight	4	Hours	\$125.00	\$500.00
Energy Surcharge			1.5%	\$118.58
<b>TOTAL</b>				<b>\$8,023.58</b>

The cost to conduct additional work outside of this Scope of Work will be billed on the following rates:

Senior Environmental Scientist	\$125/hour
Project Manager	\$85/hour
Assistant Project Manager	\$75/hour
Field Technician	\$65/hour
CAD Operator	\$55/hour
Clerical	\$45/hour

The analysis can be performed on an expedited turnaround time upon request. Expedited laboratory turnaround time may be requested at the following increase in analytical costs: 3-4 day turnaround = 50% increase, and a 1-2 day turnaround = 100% increase.



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**4.0 GENERAL 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 **City of Vineland** 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, reports.

**Liability**

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

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

TTI's automobile liability for bodily injury/property damage 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.



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**4.0 GENERAL TERMS AND CONDITIONS (CONTINUED)**

Payment Terms – Invoicing - Continued

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.

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.

Sincerely,  
**TTI ENVIRONMENTAL, INC.**

Andrew Basehoar  
Project Manager

Proposal Estimate:	<b>\$8,556.45</b>
Accepted and Authorized by:	City of Vineland.
Signature	Date
Print Name	Title
Email	Phone Number
Cell	Fax Number