

RESOLUTION NO. 2016- 344

A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ENVIRONMENTAL STRATEGIES & APPLICATIONS, INC., MIDDLESEX, NJ, FOR GROUNDWATER SAMPLING & TESTING AT PUBLIC WORKS YARD ON WALNUT ROAD, IN AN AMOUNT NOT TO EXCEED \$121,000.00.

WHEREAS, there exists a need for professional services for Groundwater Sampling & Testing at Public Works Yard on Walnut Road; and

WHEREAS, the City of Vineland has a need to acquire such professional services as a Non-Fair and Open Contract pursuant to N.J.S.A. 19:44A-20.5; and

WHEREAS, the purchasing agent has determined and certified in writing that the value of said services will exceed \$17,500.00; and

WHEREAS, Environmental Strategies & Applications, Inc., Middlesex, NJ has submitted a proposal indicating they will provide the professional services in an amount not to exceed \$121,000.00 for a one year period from November 1, 2016 to October 31, 2017; and

WHEREAS, Environmental Strategies & Applications, Inc. has completed and submitted a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that Environmental Strategies & Applications, Inc. has not made any reportable contributions to a political or candidate committee in the City of Vineland in the previous one year and that the contract will prohibit Environmental Strategies & Applications, Inc. from making any reportable contributions through the term of the contract to a political or candidate committee in the City of Vineland; 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 as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute a Non-Fair and Open Agreement pursuant to N.J.S.A. 19:44A-20.5 with Environmental Strategies & Applications, Inc., Middlesex, NJ, for Professional Services for Groundwater Sampling & Testing at Public Works Yard on Walnut Road, in an amount not to exceed \$121,000.00.
2. That this Agreement is awarded without competitive bidding as a Professional Services in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because said services to be rendered or performed require knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction distinguished from general academic instruction or apprenticeship and training.
3. That the Business Disclosure Entity Certification, the Political Contribution Disclosure Form and the Determination of Value be placed on file with the Resolution.
4. That a Notice of this action shall be printed once in the Daily Journal.

Adopted:

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President of Council

ATTEST:

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City Clerk

## Reid Wanda

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**From:** Russo Michael  
**Sent:** Monday, October 17, 2016 1:36 PM  
**To:** Reid Wanda  
**Cc:** Myers Brian  
**Subject:** ESA Groundwater Sampling  
**Attachments:** 2016 Sampling Proposal (one year contract).pdf

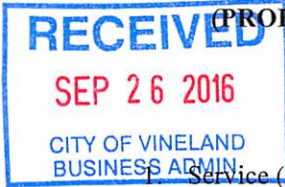
Wanda,

Attached is the newest proposal for the ESA Sampling contract. This is now for a 1 year period. We would like to set the contract period starting November 1, 2016 thru October 31, 2017. The price is \$121,000.00.

Thanks,  
Michael Russo  
Assistant Engineer, Civil  
City of Vineland  
640 E. Wood Street  
P.O. Box 1508  
Vineland, NJ 08362-1508  
Ph (856) 794-4000 Ext. 4092  
F (856) 405-4606  
Email [mrusso@vinelandcity.org](mailto:mrusso@vinelandcity.org)

**REQUEST FOR RESOLUTION FOR CONTRACT AWARDS  
UNDER 40A:11-5 EXCEPTIONS**

(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)



9/26/16

(DATE)

Service (detailed description): Groundwater sampling & testing at Public Works Yard on Walnut Road

2. Amount to be Awarded: \$ ~~185,500.00~~ \$121,000

- Encumber Total Award  
 Encumber by Supplemental Release

3. Amount Budgeted: \$ 185,500

4. Budgeted: By Ordinance No. 2014-23  
Or Grant: Title & Year \_\_\_\_\_

5. \*\*Account Number to be Charged: \_\_\_\_\_

6. Contract Period: ~~2 Years~~ 1 year

7. Date To Be Awarded: 10/11/16

8. Recommended Vendor and Address: Environmental Strategies & Applications, Inc  
495 Union Ave, Suite 1D, Middlesex, NJ 088

9. Justification for Vendor Recommendation:(attach additional information for Council review)  
ESA has performed all groundwater sampling/testing as well as remediation investigations at the VPW site. ESA is very familiar with the site and the work that needs to be completed.

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

10. Evaluation Performed by: Mike Russo

11. Approved by: 

12. Attachments:

- Awarding Proposal  
 Other: \_\_\_\_\_

- Send copies to:  
Purchasing Division  
Business Administration

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



# ENVIRONMENTAL STRATEGIES & APPLICATIONS, INC.

October 17, 2016

Sent Via Email

Mr. Brian Myers PE  
640 E. Wood Street  
PO Box 1508  
Vineland, NJ 08362-1508

NJDEP SRP PI No.: 031681

**RE: ESA Proposal No. 16-4921 (Revision 2)  
Ongoing Compliance Requirements for the City of Vineland's DPW  
Department of Public Works, 1086 East Walnut Road, Vineland NJ.**

Dear Mr. Myers:

Environmental Strategies and Applications, Inc. (ESA) is pleased to submit this proposal to the City of Vineland ("CLIENT") for ongoing environmental compliance requirements related to soil and ground water impacts at, and emanating from, CLIENT's Department of Public Works (DPW) site. Contaminated ground water at the DPW became entrained in the hydraulic gradient imposed by the Municipal Potable Well (MPW-13), thus causing ground water impacts down-gradient from the DPW. This revised proposal is to implement a comprehensive ground water monitoring program for a period of one year.

The purpose of this one-year sampling program is two-fold. First, ongoing monitoring is required pursuant to be continuing obligation that the City of Vineland remain protective of human health and the environment. Secondly, ESA's most recent ground water data from the cemetery (July 2015) indicated that there was a high likelihood that we can obviate active ground water remediation in the cemetery. This scope of work is designed to provide corroborating data that supports this cost-saving contention.

## **1 Background**

Impacts at the DPW were first discovered when underground storage tanks (USTs) were removed in the 1990's. Investigations and remedial efforts aimed at cost conservation have been ongoing ever since. Until the CLIENT is ready to begin the remedial effort, NJDEP continues to impose monitoring and reporting requirements. This proposal addresses those requirements for the next year. If ESA receives authorization to proceed with remediation in advance of the one-year period as described herein, the balance of the work in this change order may not need to be performed.

## **2 Scope of Work**

This proposal addresses investigatory requirements as prescribed within the Site Remediation Reform Act of 2009 (SRRA, N.J.S.A. 58:10C-1 et seq.). The scope of work is divided into four sections: Project Management and Coordination, Quarterly Monitor Well Sampling, Laboratory Analysis and Data Evaluation, and Reporting.

## **2.1 Project Management & Coordination**

ESA will provide project management and coordination to conduct quarterly ground water monitoring events to monitor the size and stability of the plume, relative levels of contamination and the presence of potential receptors. These services are required until the remedial action occurs. ESA will also complete selected administrative activities regarding the Public Participation Plan, the Remediation Funding Source, etc., as required.

## **2.2 Quarterly Groundwater Sampling – Four (4) Events**

ESA will provide labor and equipment to sample thirty-three (33) monitoring wells for two (2) successive quarterly events to gauge the overall ground water conditions on- and off-site. Then based upon the anticipated sampling results, ESA plans to reduce the number of monitoring wells to be sampled to approximately eighteen (18) for the remaining two (2) quarterly events at the Site. The reason to conduct the first two (2) successive ground water sampling events on all thirty-three (33) monitoring wells is to gauge area-wide ground water conditions from all of the active monitor wells. ESA anticipates that the new data generated will be consistent with the most recent historical data thereby allowing selected monitoring wells to be removed from the proposed sampling plan. ESA estimates that each of the first two (2) sampling events will take five (5) days to complete and the subsequent two (2) will each take three (3) days to complete. Some of the sampling events may be obviated if remediation begins within the one-year period.

## **2.3 Laboratory Analysis, Data Evaluation, and Other Required Services**

After ground water samples are collected, as described above in Section 2.2, they will be sent to a NJ-certified laboratory for analysis. ESA will evaluate the laboratory data, prepare data tables, and create ground water elevation maps along with contaminant isopleth maps. ESA will provide professional services to evaluate and prepare the data in accordance with the NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7:26E). Lithologic cross-section maps will be generated if needed.

## **2.4 Reporting**

ESA will prepare a quarterly letter report for the first three quarterly events summarizing the work completed that will include tabulated ground water concentrations compared to the applicable standards, scaled sample location maps, contaminant isopleth maps, ground water elevation maps and ground water flow direction. After the fourth sampling event, ESA will prepare an annual report summarizing the contaminant concentration and migration trends that will include fate and transport models for each contaminant, tabulated ground water concentrations compared to the applicable standards, ground water elevation data compared to contaminant concentrations and contaminant isopleth maps.

## **3 Price**

ESA's time and materials price to provide the services as described above is \$121,000.

## **4 PROPOSAL ASSUMPTIONS**

The following are project-specific parameters that form the basis of the above pricing. Any deviations from the following may affect project prices.

## ESA Proposal No. 16-4921 Revision 2, Ongoing Compliance Requirements for Vineland's DPW

- The above scope of work is for professional environmental consulting services, only. It does not include any remedial activities.
- The scope of work contained herein does include time for the LSRP to review data and provide input. It, however, does not include the issuance of a Response Action Outcome. Nor does it include the services needed to procure a Remedial Action Permit for ground water.
- Purge water from each sampled well will be field filtered with Granular Activated Carbon (GAC) and discharged to the ground surface near each respective well. Offsite disposal of well-purge water is not anticipated or included in this scope of work.
- ESA has thus far performed all work for the City of Vineland via professional services contracts. Accordingly, this proposal has been priced in the same fashion. Therefore, this proposal contains no Prevailing Wage rates.
- If bonding is required, all costs will increase accordingly.

### 5 Miscellaneous


- **ACCESS TO PROPERTY.** CLIENT must provide ESA with complete and unfettered access to the subject property to accomplish the work described herein.
- **LEVEL OF PRACTICE.** ESA represents that the services shall be performed in a manner consistent with the accepted practices and standards of care ordinarily exercised by environmental consultants under similar circumstances.
- **UNAUTHORIZED USE.** ESA is preparing our report exclusively for use by CLIENT and their attorney. ESA is not responsible for its use by any third parties, nor do we certify its use by any third parties. Any unauthorized re-use of this document will be at the CLIENT's sole risk without liability or legal exposure to ESA. CLIENT hereby expressly agrees to indemnify and hold ESA harmless from any unauthorized use or re-use of any document.
- **FILING OF REPORTS.** ESA shall have the right to withhold the filing of any and all documents with any board, government agency, municipal agency or any other agency, or any other person or entity, whether private or governmental, until such times as all fees have been paid to ESA for services rendered and all required fees have been paid to the applicable governmental agency.
- **CLIENT'S OBLIGATIONS UNDER LAW.** The CLIENT shall be solely responsible for its obligations under New Jersey environmental laws, rules and regulations governing the investigation and remediation of impacted properties.
- **CLIENT'S OBLIGATIONS FOR CHARGES.** By signing this agreement, the undersigned represents that he/she is responsible for all charges due and owing in accordance with the agreement, and in addition, represents that he/she is the CLIENT or represents that if the undersigned is not the CLIENT, that he/she is authorized by the CLIENT to permit the services to be performed for the CLIENT's benefit and is responsible for paying all charges.
- **BINDING AGREEMENT.** This agreement shall be binding upon, and shall be enforceable by and inure to the benefit of, the parties named herein and their respective successors and assigns; provided, however, that this agreement may not be assigned without the prior written consent of all parties to this agreement.

ESA Proposal No. 16-4921 Revision 2, Ongoing Compliance Requirements for Vineland's DPW

- **SURCHARGES.** ESA assesses surcharges (6% insurance and a 2% office) upon the gross amount of each invoice. These surcharges are included in the above price estimate.
- **VALIDITY OF PROPOSAL.** This proposal is valid for forty-five (45) days from the date appearing on the first page of this proposal.
- **DEFAULT AND COLLECTION COSTS.** The CLIENT will be in default if it does not pay a balance on time, files for bankruptcy, or makes an assignment for the benefit of creditors. Default means we can demand immediate payment of the full balance. A 1.5 percent (1.5%) per month service charge will be added to all accounts that remain due and unpaid for more than thirty (30) days beyond its due date. If we refer collection of the balance to a lawyer or a bonded collection agency, CLIENT agrees to pay reasonable collection fees and court costs in addition to the amount owed.
- **TERMINATION.** ESA may terminate this agreement in the event of nonpayment. In the event such termination becomes necessary, the termination will become effective fourteen (14) calendar days after receipt of the termination notice. CLIENT agrees to compensate ESA for all costs incurred up to the termination date including all reasonable demobilization costs. If this agreement is terminated for reasons not related to the quality of performance, the CLIENT, within thirty (30) calendar days of termination, will compensate ESA for services rendered and costs incurred in accordance with ESA's prevailing rate schedule
- **INDEMNIFICATION.** ESA shall defend, indemnify and hold harmless CLIENT, its directors, officers and employees from and against any and all liabilities, losses, damages, costs and expenses (including but not limited to reasonable attorneys' fees and costs of suit or arbitration) which CLIENT may hereafter suffer in connection with any claim, action or right of action at law or in equity because of any injury, including death or damage to person or property, which arises out of or is related to any negligent or other wrongful act or actions, omissions, or failure to act on the part of ESA in the performance of services under this Agreement; provided, however, ESA shall not be liable to the extent that any liability, loss, damage, cost or expense described in this paragraph is proximately caused by any act of negligence or other wrongdoing by CLIENT, its directors, officers, employees, agents, representatives, successors or assigns.
- **LIABILITY.** ESA is not responsible for damage or loss caused by failure to start or complete this assignment due to acts of force majeure, including but not limited to labor shortage, strikes, inclement weather, or acts of God. ESA shall in no event be held liable for special, indirect, incidental or consequential damages, loss or expense arising in connection with the work performed by ESA. ESA's liability on any claim of any kind, including those sounding in tort for any loss or damage arising out of, connected with, or resulting from this agreement or the performance or breach thereof, shall in no case exceed the limits of ESA's insurance.

Thank you for inviting ESA to bid on this project.

Sincerely,  
For Environmental Strategies & Applications, Inc.,

  
Stephen E. Fauer  
President

**ADDITIONAL TERMS AND CONDITIONS FOR SERVICES PROVIDED BY A  
LICENSED SITE REMEDIATION PROFESSIONAL ("LSRP")**

• **LSRP Statutory Requirements**

CLIENT is advised that LSRPs are statutorily required under the Site Remediation Reform Act, C.58:10C-1 et seq. and the regulations promulgated there under by the New Jersey Department of Environmental Protection ("NJDEP"), hereinafter collectively referred to as "SRRA", to hold paramount the protection of public health and safety, and the environment. The LSRP is obligated to notify both the client and NJDEP of certain violations of applicable laws, rules and regulations as specified in the Code of Conduct applicable to LSRP's. The LSRP is required to notify NJDEP when he/she has confirmed a release of oil or a hazardous material to the environment. These obligations supersede any confidentiality agreement or other business arrangement with the CLIENT. In addition, if a LSRP identifies a condition that, in the LSRP's independent judgment, is an Immediate Environmental Concern ("IEC", as defined in N.J.A.C. 7:26E-1.12-1.16), then the LSRP will, (1) immediately verbally advise the CLIENT of the LSRP's duty to notify NJDEP of the IEC; and (2) immediately notify NJDEP of the IEC condition by calling the NJDEP's telephone hotline. Any information or documents relied upon by the LSRP to reach a remedial decision or issue a Response Action Outcome ("RAO") statement (as defined in N.J.A.C. 7:26C-6.2) must be forwarded to NJDEP, and will be placed on a publicly accessible website operated and maintained by NJDEP.

• **LSRP Professional Obligations**

ESA's LSRP will exercise reasonable care and diligence, and will apply the knowledge and skill ordinarily exercised by LSRP's in good standing practicing in the State of New Jersey, at the time the services are performed. The LSRP will exercise independent professional judgment, comply with the requirements and procedures set forth in the Code of Conduct provision of N.J.S.A. 58:10C-16, make a good faith and reasonable effort to identify and obtain the relevant material facts, data, reports, and other information evidencing conditions at an impacted site for which the LSRP is responsible. The LSRP also will identify and advise the CLIENT as to other data and information that may be needed to render a remedial opinion or issue a RAO for the site. Should any time deadline set forth in SRRA not be met due to the acts or inaction of CLIENT, Consultant shall not be liable for any additional costs, permit fees, fines, penalties or other costs that are assessed or incurred as a result of the failure to timely meet such deadline.

CLIENT understands, acknowledges, and agrees that in the event that the LSRP's obligations under SRRA conflict with the wishes or intentions of the CLIENT, the LSRP is bound by law to comply with the requirements of SRRA. The LSRP must have the ability to make judgments regarding the adequacy of work, based on compliance with applicable statute, regulations and guidance. If such judgments are not supported by the CLIENT or their employees, representatives, the party responsible for conducting the remediation, legal counsel, consultants, and contractors, the LSRP will notify CLIENT of such difference, and after reasonable discussion, and at any time the LSRP retains the right to submit a notice of termination of LSRP of Record status to NJDEP.



- **Indemnification by CLIENT**

The CLIENT agrees that the CLIENT shall indemnify and defend ESA and the LSRP in accordance with the Indemnification section, above, should the CLIENT fail to perform their affirmative obligation to remediate; adequately fund the remediation; review documents or take action in a timely manner; disclose relevant information; or follow the LSRP's recommendations.

- **NJDEP LSRP Audit**

Consultant may issue an RAO based upon its judgment that the remediation of the site in question has been completed and the public health, safety and environment are protected. However, CLIENT acknowledges and understands that the New Jersey Department of Environmental Protection ("NJDEP") can audit an RAO within three (3) years after its submission, and can rescind that RAO if it disagrees with the LSRP's professional judgment that the remediation of the site is protective of the public health, safety and the environment. CLIENT agrees that it will be responsible for payment of any additional costs to be incurred by Consultant, as well as its additional professional fees to be generated, as a result of such audit. If an audit or other action by NJDEP identifies issues, deficiencies, or additional work related to the LSRP's opinions or findings that need to be addressed, it is the CLIENT's responsibility to fund the performance of such services, unless such work is a result of the LSRP's failure to meet the Code of Conduct above. ESA will cooperate with the CLIENT to minimize the financial impacts associated with addressing NJDEP's audit or enforcement findings, but CLIENT is advised that ESA does not guarantee that its LSRP's actions or opinions will meet current or future regulatory requirements or that the impacted site is "clean".

- **Work Completed by Others**

The LSRP may be required to review work previously completed by other environmental professionals. ESA shall not assume any responsibility or liability for the completeness or accuracy of previous work not completed under the direct supervision of the ESA LSRP. ESA shall not be responsible or liable for defects in work attributable to ESA's reliance upon or use of information, data or drawings provided by CLIENT, or by CLIENT's failure to provide information.

- **Inquiries from the public**

Each CLIENT site upon which remediation occurs must have a sign notifying the public of the environmental work being performed. This sign will contain ESA's name and contact information unless the client informs ESA of a different contact name. The contact is obligated to respond to each and every public inquiry. While ESA will take reasonable steps to minimize the scope of each response, CLIENT is hereby notified that it is responsible for compensating ESA to address all such public inquiries.



**ENVIRONMENTAL STRATEGIES & APPLICATIONS, INC.  
RATE SCHEDULE**

**EFFECTIVE JANUARY 1, 2016 – DECEMBER 31, 2017**

**PERSONNEL:** All rates are per hour.

Principal / Principal Consultant	\$195
Program Director/Executive/LSRP	\$175
Project Director	\$135
Certified Industrial Hygienist	\$150
Project Manager	\$130
Associate Project Manager	\$95
Industrial Hygienist	\$85
Geologist/Hydrogeologist/Scientist II	\$75
CAD/GIS/Designer	\$75
Environmental Scientist I	\$65
Administrative Support	\$50
Senior Environmental Technician	\$55

**EQUIPMENT:** All rates are per day, except where noted.

Bailer	\$10
Digital Camera	\$25
Disposables	\$35
Encores	\$10
Fire Extinguisher	\$25
Generator + Fuel Surcharge	\$110
Horiba w/ Flow Cell	\$155
Magnetometer	\$65
PID/OVM	\$125
PDR 1000	\$125
Pump & Converter	\$200
Soil Auger	\$30
Vehicle (Incl. gas, mileage & tolls)	\$175
Water Level Indicator	\$60
½"OD x 3/8" ID Polyethylene Tube (per foot)	0.40

**EXPENDABLES:** All rates are per unit.

Tyvek Suits, each	\$25
Saranex Suits, each	\$40
Sorbent Boom, per bail	\$130
Sorbent Pads, per bail	\$90
Rubber Gloves, per box	\$18
Visqueen (Per 100-Foot Roll)	\$90
Glass Drum Tubes, each	\$5
Respirator Cartridges, per set	\$25
Duct Tape, per roll	\$10

ESA assesses a 6.0% insurance surcharge on all invoices.  
Then, ESA assesses a 2% office services surcharge on all invoiced amounts.  
Personnel are billed portal to portal.  
Rates for expert preparation, depositions, and testimony are 2 times those listed.  
Rates subject to change upon 30 days' notification.