



Municipality of Princeton

*Municipal Building
400 Witherspoon Street
Princeton, NJ 08540-3496*

*Department of Community Development
Office of the Engineer
Telephone (609)921-7077
Fax: (609) 688-2027*

ROBERT V. KISER, P.E.
Municipal Engineer

MEMORANDUM

TO: Mayor and Council
Robert W. Bruschi, Administrator

FROM: Robert V. Kiser, P.E., Municipal Engineer

DATE: January 8, 2014

SUBJECT: **Department of Public Works Maintenance Garage – Site Remediation
Supplemental Professional Services Agreement – Licensed Site Remediation
Professional (LSRP) – Environmental Management Associates; NTE \$11,725.00**

It is recommended that the Mayor & Council enter into a supplemental Professional Services Agreement with Environmental Management Associates, Inc. (EMA) for the purpose of serving as a Licensed Site Remediation Professional (LSRP). These services relate to finalizing the site remediation at the former Borough DPW Garage located at 27 North Harrison Street.

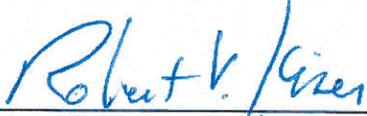
The former Borough had awarded a Professional Services Agreement (PSA) to EMA Inc. on June 26, 2012, (Resolution 2012-R195) in accordance with their proposal for evaluating the current site conditions, conducting groundwater testing, completing the analysis, and final reporting. The estimated cost, based on EMA's review of documents, was \$11,325.00. The PSA included an expiration date of Dec, 31, 2012.

EMA performed groundwater testing on several occasions in accordance with the New Jersey Department of Environmental Protection (NJDEP) requirements. When the work was being done, it was determined that additional testing would be required at an additional cost of \$400.00. It is therefore recommended that a supplemental PSA be entered into at this time in the amount of \$11,725.00.

Since the groundwater testing results are in compliance with NJDEP standards the monitoring wells have been sealed and EMA recently issued a final report that will result in a closeout of the case file by NJDEP.

A Resolution and Professional Services Agreement providing for these services are attached.

Council's consideration of this matter will be appreciated.



Robert V. Kiser, P.E., Director of Engineering

RVK/cc

- c: Linda McDermott, Municipal Clerk
Edwin W. Schmierer, Municipal Attorney
Kathryn Monzo, Deputy Administrator
Don Mayer-Brown, Project Engineer
Rosanna Roberto, Secretary

**RESOLUTION 2014-R
OF THE MAYOR AND COUNCIL
OF THE MUNICIPALITY OF PRINCETON
OF THE BOROUGH OF PRINCETON
AUTHORIZING AN AWARD FOR A SUPPLEMENTAL PROFESSIONAL SERVICES
TO SERVE AS A LICENSED SITE REMEDIATION PROFESSIONAL**

WHEREAS, Princeton desires to enter into a supplemental professional services agreement in connection with certain activities being conducted by Princeton, as hereafter more particularly stated; and

WHEREAS, the Local Public Contracts Law requires that the Resolution authorizing the award of contract for the services without competitive bidding be publicly advertised; and

WHEREAS, the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law. N.J.S.A. 40A:11-1 et seq., and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of Princeton, the Mayor and Clerk are hereby authorized to enter into a contract for professional services with Environmental Management Associates, Inc., (hereinafter referred to as "Provider") to provide consult services as a Licensed Site Remediation Professional (LSRP), from December 31, 2012 through December 31, 2014, as hereafter more particularly stated.

1. The contract so authorized shall require the Provider to provide services and other related duties, as follows:

Provider shall serve as a Licensed Site Remediation Professional according to regulations of the New Jersey Department of Environmental Protection (NJDEP), with respect to a site remediation case involving the Public Works Department Maintenance Garage at 27 North Harrison Street. More specifically, the Provider shall execute an LSRP retention form to serve in this capacity for the project; evaluate condition of existing monitoring wells; collect groundwater samples from existing wells and perform necessary testing to confirm groundwater quality being in compliance with applicable NJDEP standards; and seal the wells and prepare a Remedial Action Outcome to close the case. Provider's work shall be done in accordance with its proposal dated June 4, 2012, and description of services dated February 1, 2013 and December 13, 2013.

Under this Agreement the Provider shall at all times act as an independent professional contractor and not as an employee of Princeton and shall have no authority to act as an agent or representative of Princeton or to enter into any financial or other contractual commitment on behalf of Princeton without the prior written approval of same granted in accordance with law. This Agreement shall be supplemented by the terms of the Provider's proposal including the standard provisions of the proposal except where such terms are contradicted by the terms of this Professional Services Agreement in which case the terms of this Agreement shall apply. The Agreement will be effective from December 31, 2012 through December 31, 2014 subject to available budgetary funding.

2. PAYMENT:

a. The fee for these anticipated services is \$11,725.00.

b. Rendition of Invoices: Payment of fees and reimbursement for such expenses incurred will be made upon the submission by the Provider to Princeton of invoices in duplicate in the form prescribed by Princeton not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees or other compensation are claimed, the services performed, and an itemized listing of all expenses incurred for which reimbursement is claimed. The Provider shall give written notice to Princeton when the Provider has billed eighty percent (80%) of the compensation set forth in paragraph 2 of this Agreement.

3. The form of contract shall include standard provisions common to professional service agreements entered into by the Borough and shall be subject to approval by Princeton Attorney.

4. This contract shall be awarded without competitive bidding as a contract for professional services under the provisions of the Local Public Contracts Law because the subject services will be performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.

5. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

6. An executed copy of the contract between Princeton and the Provider and a copy of this Resolution shall be on file and available for public inspection in the Office of Princeton Clerk.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Mrs. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								

I, Linda S. McDermott, Clerk of the Municipality of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Municipality at a meeting held January 13, 2014.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Municipality, this ___ day of January, 2014.

Linda S. McDermott
Municipal Clerk



ENVIRONMENTAL MANAGEMENT ASSOCIATES, INC.
5303 Route 33/34, Farmingdale, NJ 07727 · Ph: (732) 919-0595 · Fx: (732) 919-0758
www.emaenv.com

"Navigating the Environment" SM

June 4, 2012

Princeton Borough Engineering Department
1 Monument Drive
Princeton, NJ 08540
Attention: Donald Mayer-Brown

**RE: Princeton Borough Maintenance Garage
27 North Harrison Street
Princeton, New Jersey
NJDEP PI #: 002548**

Dear Mr. Mayer-Brown:

Environmental Management Associates, Inc. (EMA) has prepared the following proposal based on review of the October 20, 2000 Remedial Action Workplan (RAW) prepared by Stetler and Guldin Engineers for the referenced project. Based on the RAW findings, EMA proposes the following work scope.

Work Scope

1. EMA to execute with Princeton Borough an LSRP retention form for EMA to serve in this capacity for the project.
2. Princeton Borough was to have already submitted a non-LSRP Receptor Evaluation for the site.
3. EMA's LSRP and Project Scientist to visit site with representatives of Borough Engineering and Public Works to collect groundwater samples for VO + 10, MTBE, and TBA analysis from existing wells. EMA to evaluate condition of wells and determine if any of the previous wells are no longer in existence.
4. Based on the condition of the wells and the groundwater quality, several additional work items may be necessary. For the purpose of this estimate, it has been assumed that all the monitoring wells requiring sampling are still in existence and resulting groundwater quality results are in compliance with NJDEP Class IIA aquifer protection standards. In this event, a confirmatory round of groundwater sampling will be required. If the confirmatory results are also in compliance, EMA will seal the wells and prepare a Remedial Action Outcome (RAO) to close the case.
5. If necessary wells are no longer in existence and/or laboratory results are above aquifer protection standards, the following additional work may be necessary:
 - Install replacement monitoring wells for those that have been destroyed;
 - Collect soil vapor samples to assess potential vapor intrusion into the site or surrounding buildings;

Environmental Engineering · General Contracting · Mobile Laboratories · Subcontract Specialists

P:\misc\BoroPWGarage\Site Remediation\EMAE\Env_LSRP_proposal-060412.doc

- Conduct hydrologic testing to establish aquifer characteristics to establish a Classification Exception Area (CEA) in pursuit of Monitored Natural Attenuation.
- Design and implementation of active remediation strategy if warranted by resulting data.

Donald Mayer-Brown, Princeton Borough

June 4, 2012

Page 2

Pricing can be prepared for possible work steps identified in Item 5 once sufficient data has been generated to evaluate whether these work items will be required.

Costing

Labor:

LSRP: Site Visit, Review, and Forms: 12 hours @ \$ 150/hour:	\$
1,800.00	
LSE: 1 day of field work @ \$ 800/day:	\$ 800.00
LSE: confirmatory sample collection based on initial sample results:	\$ 800.00
Seal 7 monitoring wells: licensed driller: \$ 275/well:	\$
1,925.00	
Preparation of Remedial Action Report with RAO:	\$ 3,500.00
Labor:	\$ 8,825.00

Equipment and Materials:

Service vehicle with equipment: 2 days @ \$ 100/day:	\$
200.00	
Groundwater sampling equipment and expendables: 2 events @ \$ 100/event:	\$ 200.00
Equipment/Materials:	\$ 400.00

Lab Fees:

GW: 14 samples: VO + 10, MTBE, TBA @ \$ 150/sample:	\$ 2,100.00
EMA Estimated Cost:	\$ 11,325.00

Assumptions

- Cost does not include any NJDEP or other government entity fees.
- EMA shall be given full access to the site without restriction for the purpose of sample collection.
- EMA is not responsible for any incidental damage to pavement or landscaping that may be caused by work with heavy equipment.

We can schedule the work once the authorization to proceed has been signed and returned with Borough PO. Please contact me at (732) 919-0595 with any questions regarding this proposal.

Sincerely,

Environmental Engineering · General Contracting · Mobile Laboratories · Subcontract Specialists

P:\misc\BoroPWGarage\Site Remediation\EMAE\Env_LSRP_proposal-060412.doc

Environmental Management Associates, Inc.

Nathan Thompson, C.P.G.
Project Manager

Environmental Engineering · General Contracting · Mobile Laboratories · Subcontract Specialists

P:\misc\BoroPWGarage\Site Remediation\EMAE\LSRP_proposal-060412.doc

Environmental Management Associates
5303 Route 33/34
Farmingdale, NJ 07727-3627
EIN 22-3315115

Invoice

Invoice Number:
12215-02

Invoice Date:
12/13/13

Page:
1

Voice: (732) 919-0595
 Fax: (732) 919-0758

Customer:

Project Reference:

Princeton
400 Witherspoon Street
Princeton, NJ 08540-3496

DPW Garage (Formerly Borough)
27 North Harrison Street
Princeton, NJ

Purchase Order	Payment Terms	Project Manager	Due Date
6/26/12 PSA	C.O.D.	Nathan T. Thompson	12/13/13

Description	Amount
LSRP: Review all forms and issue RAO: 6 hours @ \$ 150/hour.	900.00
9/12/13: LSE: Half day sampling event to collect confirmatory sample from well MW-1.	400.00
9/12/13: Service vehicle.	100.00
9/12/13: Sampling expendables.	50.00
9/12/13: Analysis of one groundwater sample for VO + 15.	150.00
12/9/13: Seal 7 on-site monitoring wells.	1,925.00
Preparation of Remedial Action Report, all reporting forms to NJDEP, and RAO.	3,500.00

Subtotal 7,025.00

Sales Tax

Total Invoice Amount 7,025.00

Check No:

Payment Received 0.00

TOTAL 7,025.00

Environmental Management Associates
5303 Route 33/34
Farmingdale, NJ 07727-3627
EIN 22-3315115

Invoice

Invoice Number:
12215-01

Invoice Date:
2/1/13

Page:
1

Voice: (732) 919-0595
 Fax: (732) 919-0758

Customer:

Princeton
400 Witherspoon Street
Princeton, NJ 08540-3496

Project Reference:

Princeton Maintenance Garage
27 North Harrison Street
Princeton, NJ

Purchase Order	Payment Terms	Project Manager	Due Date
6/26/12 PSA	C.O.D.	Nathan T. Thompson	2/1/13

Description	Amount
10/16/12: LSRP: Site Inspection, Meeting, Sample Collection: 8 hours @ \$ 150/hour.	1,200.00
10/16/12: Licensed Subsurface Evaluator (LSE): Initial groundwater sample collection.	800.00
1/8/13: LSE: confirmatory groundwater sample collection.	800.00
10/16/12 and 1/8/13: Service vehicle: 2 days @ \$ 100/day.	200.00
10/16/12 and 1/8/13: groundwater sampling equipment and expendables: 2 events @ \$ 100/event.	200.00
10/16/12 and 1/8/13: Analysis of 10 samples for VO + 10 @ \$ 150/sample.	1,500.00

	Subtotal	4,700.00
	Sales Tax	
	Total Invoice Amount	4,700.00
Check No:	Payment Received	0.00
	TOTAL	4,700.00

**MUNICIPALITY OF PRINCETON
SUPPLEMENTAL PROFESSIONAL SERVICES AGREEMENT**

AGREEMENT, made this ____ day of January 2014, by Environmental Management Associates, Inc., located at 5303 Route 33/34, Farmingdale, NJ 07727, (hereinafter referred to as "Provider"), and the Municipality of Princeton, a municipal corporation in the County of Mercer and State of New Jersey (hereinafter referred to as the "Princeton") located 400 Witherspoon Street, Princeton, New Jersey 08540.

WHEREAS, Princeton had previously performed work to remediate a leaking underground storage tank case at the Public Works Department Maintenance Garage at 27 North Harrison Street, but apparently had not finalized the remediation of the Public Works Garage at 27 North Harrison Street, or had not received a final No Further Action (NFA) letter from the New Jersey Department of Environmental Protection;

WHEREAS, Princeton wishes to retain the Provider to complete Licensed Site Remediation Professional services for that Site Remediation case involving the Public Works Department Maintenance Garage; and

WHEREAS, the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law. N.J.S.A. 40A:11-1 et seq., and

NOW, THEREFORE, in consideration of the mutual obligations hereafter set forth, the parties hereto agree as follows:

1. STATEMENT OF WORK: The Provider shall use its best efforts to perform professional services and other related duties as follows:

Execute an LSRP retention form to serve in this capacity for the project; evaluate condition of existing monitoring wells; collect groundwater samples from existing wells and perform necessary testing to confirm groundwater quality being in compliance with applicable NJDEP standards; and seal the wells and prepare a Remedial Action Outcome to close the case. Provider's work shall be done in accordance with its proposal dated June 4, 2012 and the attached description of services dated February 1, 2013 and December 13, 2013.

Under this Agreement the Provider shall at all times act as an independent professional contractor and not as an employee of Princeton and shall have no authority to act as an agent or representative of Princeton or to enter into any financial or other contractual commitment on behalf of Princeton without the prior written approval of same granted in accordance with law. This Agreement shall be supplemented by the terms of the Provider's proposal including the standard provisions of the proposal except where such terms are contradicted by the terms of this Professional Services Agreement in which case the terms of this Agreement shall apply. The Agreement will be effective from December 31, 2012 through December 31, 2014 subject to available budgetary funding.

2. PAYMENT:

a. The fee for these anticipated services is \$11,725.00.

b. Rendition of Invoices: Payment of fees and reimbursement for such expenses incurred will be made upon the submission by the Provider to Princeton of invoices in duplicate in the form prescribed by Princeton not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees or other compensation are claimed, the services performed, and an itemized listing of all expenses incurred for which reimbursement is claimed. The Provider shall give written notice to Princeton when the Provider has billed eighty percent (80%) of the compensation set forth in paragraph 2 of this Agreement.

3. TERMINATION.

This Agreement shall be effective for the period provided above, although it may be sooner terminated, with or without cause for any reason whatsoever, at any time by Princeton by giving thirty (30) days written notice to the Provider.

4. NON-CONFLICTS OF INTEREST.

The Provider represents that neither it nor its firm is now performing and expressly agrees to refrain during the period of effectiveness of this Agreement from so performing, any professional services for any person, firm or corporation, which results or might result in a conflict of interest between the Provider and Princeton directly or indirectly. The Provider agrees to disclose in writing to Princeton any and all such conflicts of interest, which may arise, giving full particulars.

5. TITLE TO DATA AND PROPERTY PRODUCED BY THE PROVIDER.

The Provider agrees that title to and all rights and other legal interest in all correspondence, Memoranda, records, data, analysis, graphs, reports, physical property and other subject matter prepared, procured or produced in the rendition of services hereunder shall vest exclusively and remain jointly with the Borough and Provider and the Provider shall not have the right to sell, disclose, or make same available to third parties without the prior written consent of Princeton.

6. CONFIDENTIALITY.

The Provider agrees to, treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information or other such document or data obtained, learned or produced as a result of the services rendered hereunder (except to the extent required by law) without the prior written consent of Princeton, which consent shall not unreasonably be refused, and to both require and furnish copies to Princeton rough of an identical covenant executed by all agents, employees, or subcontractors of the Provider participating in the rendering of the services hereunder.

7. COMPLIANCE WITH LAWS.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation:

The contractor or subcontractor where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment:

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975. c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act:

The contractor or subcontractor agrees to attempt, in good faith, to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975. c. 127, as amended and supplements from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975. c. 127, as amended and supplemented from time to time;

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by

applicable Federal law and applicable Federal court decisions:

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

8. COMPLETE AGREEMENT.

This Agreement and any attachments hereto or incorporated by the reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned or transferred except upon the written consent of both parties hereto. All notices by either party to the other required or permitted hereunder may be sent by regular mail to their respective addresses first set forth above unless sooner revised by written notice.

WITNESS

MUNICIPALITY OF PRINCETON

By: _____

By: _____

Environmental Management Associates, Inc.