



Date Adopted

Committee

March 18, 2020

Economic Development
Public Works

**RESOLUTION APPROVING SCOPE CHANGE
AMENDMENT NO. 1 FOR
REQUEST FOR QUOTES
GROUNDWATER INVESTIGATION
PUBLIC WORKS FACILITY, MANNINGTON TOWNSHIP
FOR THE COUNTY OF SALEM**

WHEREAS, the County of Salem issued a Purchase Order to "ADAMS, REHMANN & HEGGAN" on August 15, 2017; and

WHEREAS, N.J.A.C. 5:34-4.4(a)3 requires that all change orders for services be approved by the Governing Body; and

WHEREAS, it has been deemed necessary by the Public Works Committee to proceed to AMEND the Scope of the "RFQ" for "GROUNDWATER INVESTIGATION"; and

WHEREAS, the approval of additional services which were not identified in the original "RFQ" but are required to complete the project, as well as additional sampling, field visits and meetings, etc., as more specifically detailed on the attached "Soil Investigation Activities" Proposal prepared by "ADAMS, REHMANN & HEGGAN" was determined to be in the best interest of the residents of Salem County; and

WHEREAS, all other Terms and Conditions of the original "RFQ" for Groundwater Investigative Services shall remain in force; and

WHEREAS, the County Engineer and Administrator recommend approval of Scope Change Amendment #1 in the amount of SIX THOUSAND, SEVEN HUNDRED AND FIFTY DOLLARS AND ZERO CENTS (\$6,750.00) which represents a fifty-one one percent (51%) increase in the original contract amount of THIRTEEN THOUSAND, TWO HUNDRED, TWENTY-FIVE DOLLARS AND ZERO CENTS (\$13,225.00) which brings the total "RFQ" amount to NINETEEN THOUSAND, NINE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$19,975.00) which Amends the original "RFQ" to include services as outlined in the attached "Soil Investigation Activities" Proposal; and

WHEREAS, Local Public Contracts Law, N.J.S.A. 40A:111-5(1)(a)(1) requires that a notice be publicly advertised concerning the award and amendment of contracts for "Professional Services"; and

WHEREAS, the Salem County Treasurer has certified that funding for this Engineering Scope Change Amendment No. 1 to a Professional Services Contract in 2020 shall be encumbered in accordance with N.J.A.C. 5:30-5.4 and this Contract shall be further contingent upon the availability and appropriation of sufficient funds contained in the 2020 Budget of the County of Salem under the item: 1996 BOND ORDINANCE – FUEL TANKS; Account #C-04-55-810-096-902.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Salem as follows:

1. The existing "RFQ" with "ADAMS, REHMANN & HEGGAN" for Groundwater Investigation, Public Works Facility, Mannington Township for the County of Salem be amended to include the services as outlined in the attached "Soil Investigation Activities" in accordance with their PROPOSAL for SIX THOUSAND, SEVEN HUNDRED, FIFTY DOLLARS AND ZERO CENTS (\$6,750.00).
2. The Freeholder-Director and Clerk of the Board are hereby authorized to execute said Scope Change Amendment No. 1, subject to the approval of the County Solicitor.
3. Notice shall be published in the "South Jersey Times" as required by law.



CHARLES V. HASSLER, Freeholder
Chair, Economic Development/Public Works Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on WEDNESDAY, MARCH 18, 2020.



STACY L PENNINGTON
Clerk of the Board

FREEHOLDER	RESOLUTION MOVED	RESOLUTION SECOND	AYE	NAY	ABSTAIN	ABSENT
G. Ostrum, Jr.		✓	✓			
C. Hassler	✓		✓			
L. Ware			✓			
R.S. Griscom			✓			
B. Laury			✓			

✓ Indicates Vote

ENG/DFORD

CERTIFICATION OF AVAILABILITY OF FUNDS

NOTE TO COUNTY DEPARTMENTS: This form is to be prepared by each department entering into a contract with a vendor when a resolution is required to be adopted by the Board of Chosen Freeholders of the County of Salem.

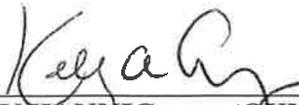
This form must accompany the resolution, and must be submitted with the resolution to the Finance Officer for approval by the Finance Officer at least one week prior to the Freeholder meeting at which it will be presented for adoption.

The contract/agreement between the County and the vendor shall be further contingent upon availability and appropriation of sufficient funds for this purpose in the County's Temporary and Permanent Budget. *If grant funds are utilized, this contract/agreement is further contingent upon the grants funds availability during the appropriate grant period*

I, **Kelly Hannigan, County Treasurer** of the County of Salem, hereby certify in accordance with **Section 5:34-5 of the Local Public Contracts Guidelines and Local Public Contracts Regulations** that adequate funds for the contract listed below are available.

I further certify that the funds are contained in the **OFFICIAL BUDGET** of the County of Salem under the item listed below.

AMOUNT:	\$6,750.00
ACCOUNT NAME: 1996 BOND ORDINANCE – FUEL TANKS	
ACCOUNT #:	C-04-55-810-096-902
If this is an extension of a grant, the letter from the grantor agency approving the extension must be attached to this form in order for this to be approved by the CFO.	
FOR: REQUEST FOR QUOTES – AMENDMENT NO. 1 – GROUNDWATER INVESTIGATION, PUBLIC WORKS FACILITY, MANNINGTON TOWNSHIP FOR THE COUNTY OF SALEM; Salem County Contract #17-1390	
DATE:	MARCH 4, 2020
VENDOR: “ADAMS, REHMANN & HEGGAN” of HAMMONTON, NEW JERSEY	



KELLY HANNIGAN, COUNTY TREASURER



Principals
Richard Rehmann, GISP
Chris Rehmann, PE, CME, PP, PLS
Richard Heggan, PLS, PP
Robert Heggan, PLS, PP

December 13, 2019

Jeffrey Ridgway, County Administrator
Salem County Offices
110 Fifth Street
Salem, NJ 08070

Re: ***Soil Investigation Activities***
Salem Co. Road & Bridge Facility
153 Cemetery Road
Pilesgrove Twp, Salem Co, NJ
SRP PI #006112
ARH #50-50919

Dear Mr. Ridgway:

In response to my recent meeting with County staff regarding the ongoing activities at the referenced site, the following proposal is provided for your consideration. The major components of the proposed work scope, which focus on assessing/ verifying the impacted soils on-site, are discussed in more detail in the following paragraphs.

Soil Sampling & Analysis

\$6,750

ARH will complete an assessment of the subsurface soil in the area of the historic underground storage tanks (USTs) that were removed from outside the northwest corner of the garage building. It is anticipated that twelve (12) borings will be completed in this areas utilizing the services of a geoprobe – the cost of the geoprobe & operator and necessary expendables is included in the proposal. The borings will be advanced to a depth of ± 15 feet below grade. As necessary, soil cuttings will be continuously field-screened with a photo-ionization detector (PID) to determine the possible presence of suspect soils.

To assess the small (± 330 SF) area associated with the previously identified TPHC impacts, one (1) boring will be completed near its center. From this boring, one soil sample will be collected from the impacted zone (± 11 feet deep), and another from the underlying ‘clean’ zone for vertical delineation. Both samples will be laboratory analyzed for extracted petroleum hydrocarbons (EPH) using the Category I non-fractionalized methodology. If the impacted sample demonstrates an EPH concentration in excess of 1,000 ppm, it will also be analyzed for 2-Methlynaphthalene and Naphthalene, as required.

To assess the larger ($\pm 2,700$ SF) area associated with the previously identified Benzene impacts, eleven (11) borings will be completed – three (3) near the center of each of the former gasoline USTs, and the other eight (8) within the delineated area at locations of Benzene impacts were identified. From these borings, one soil sample will be collected from the impacted zone (± 10 to 14 feet deep), and another from the underlying ‘clean’ zone for vertical delineation. All eleven

ARH Associates

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Bloomfield Office – 2 Broad Street – Suite 602 – Bloomfield, NJ 07003 – 973.337.8562 – fax 973.337.8876

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(11) samples from the shallower depth will be laboratory analyzed for volatile organics with a forward library search (VO+10), along with up to three from the deeper/ clean zone.

The cost provided for this task assumes that all field sampling work will be completed in one (8-hour) day; and the laboratory fees are based upon a standard 2-week turn-around-time (TAT). Should additional sampling be required that necessitates personnel to return to the site, such work would be considered extra work and the subject of a separate proposal.

Remedial Action Workplan

included in 8/1/17 proposal

ARH will prepare a complete Remedial Action Workplan (RAW) based upon the findings of the investigative work completed to date. Assuming that some impacted soils remain on-site, the scope of the workplan will focus on addressing them via proposed excavation/ disposal coupled with a possible compliance averaging scenario. Additionally, the workplan will focus on 'administrative' closure of the remaining groundwater impacts via monitored natural attenuation (MNA). In addition to addressing NJDEP's ±11 bulleted items, the workplan will include a proposed implementation schedule and cost estimate. If it is determined that MNA is not an option and/or additional activities are required to implement the intended remedial action (RA), then the cost for such work would be the subject of a separate proposal.

Remedial Action Report

included in 8/1/17 proposal

The Remedial Action (RA) Report will need to document that the impacted soils have been addressed to the satisfaction of NJDEP, via the probable excavation/ disposal and compliance averaging scenarios. Additionally, the report will focus on demonstrating the effectiveness of the groundwater RA to eventually be monitored under the Remedial Action Permit (RAP). The report will summarize the historic groundwater quality, while assessing contaminant trends required for the 'administrative' closure of the remaining groundwater impacts via MNA. For the purpose of this proposal it is assumed that the required NJDEP minimum of eight (8) rounds of groundwater data exist in the source area(s), and that contaminant concentrations indicate decreasing trends.

The RA Report submittal will also require the preparation/ submission of an updated *Receptor Evaluation*. As such, ARH will update the Receptor Evaluation included in the RI Report submittal as needed to address this requirement. Again, no sampling of potable wells nor indoor air is included in this proposal – if required, any such additional work would be the subject of a separate proposal.

Remedial Action Permit for Groundwater

included in 8/1/17 proposal

ARH will prepare a Remedial Action Permit (RAP) for Groundwater application, which will include the items noted in the August 2017 proposal. For this purpose, it is assumed that extensive Fate & Transport Modeling will not be required by NJDEP.

Ms. Diana Ford
PT Proposal 2020-1049
January 29, 2020
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Work will be completed in accordance with the same Terms and Conditions as previously agreed upon work completed by PT.

If you have any questions regarding this proposal, please feel free to contact me at (856) 251-9980.

Sincerely,
PT Consultants, Inc.



Robert Trail, LSRP
Senior Project Manager

Authorization to Proceed:

By:

Date:

Responsible Party

to be Billed:

Contact Name:

Address:

Email:

Phone Number:



ARH proposes to perform the work as outlined above with the guarantee that our total billing will not exceed \$6,750.00, except for extra work requested by the client or mandated by the State. This dollar amount includes mileage, reproduction, and other reasonable out-of-pocket expenses and does not include work that is not specifically noted in the proposal.

This proposal assumes that ARH will have complete access to the site and that the client will provide all/any relevant existing data concerning the project. It is generally understood that the completion of this work may identify areas of concern (AOCs) that could require additional activities subject to the State's *Technical Requirements for Site Remediation* (NJAC 7:26E), which may diminish the value of the subject property.

Bills will be rendered periodically as the work progresses and be due when rendered and considered past due thirty (30) days thereafter. A service charge of 1-1/2% per month (18% per annum) will be added to any invoiced amounts which remain unpaid after thirty (30) days. The client further agrees to be responsible for and to pay all collection costs, including reasonable attorney fees for invoices not paid within the timeframe specified.

The terms and conditions of this proposal constitute the entire agreement between the parties pertaining to the work and supersede all inquiries, proposals, agreements, negotiations and commitments, whether written or oral, prior to the date of execution of this contract pertaining to the work on this contract. The provisions of this contract may be changed only by a writing executed by the parties to this contract.

We trust that you will find this proposal satisfactory. If so, please approve in the space provided below and return the original to our office with any information pertinent to this work.

This proposal is acceptable as stated, and I hereby authorize ARH Associates to proceed with the work as outlined above. Additionally, I agree to hold ARH harmless for any claims or penalties assessed by NJDEP or other agencies for my failure to comply with the regulatory and mandatory timeframes set forth in the applicable regulations or other recalcitrant actions including providing untrue, inaccurate or incomplete information.

Authorizing Signature

Date

Should you have any questions regarding this proposal, please do not hesitate to contact me at (609) 561-0482 x3227. Thanks for the opportunity to again be of service.

Sincerely,

Henry D. Weigel, PE, LSRP
Associate – Envr. Services

cc: Diana Ford, Salem Co. Engineer's Office