

RESOLUTION OF THE CITY OF GLOUCESTER CITY
County of Camden, State of New Jersey
#R128 - 2020

**RESOLUTION AWARDING A CONTRACT TO TRIAD ASSOCIATES
FOR EXTRAORDINARY UNSPECIFIABLE SERVICES**

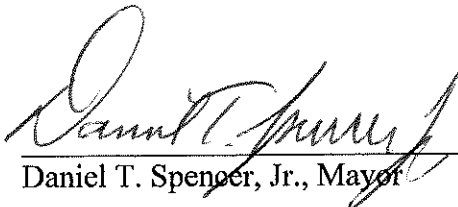
WHEREAS, the City of Gloucester City is desirous of entering into an agreement for the resubmission, preparation and process for application to U.S. EPA Brownfields Cleanup Mitigation as an authorized project under the existing Professional Service Agreement; and

WHEREAS, the City of Gloucester City has publicly solicited qualifications and proposals for grants consulting in a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

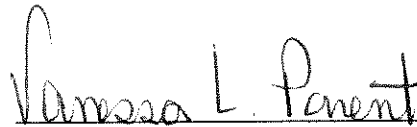
WHEREAS, the City of Gloucester City has complied with N.J.S.A. 40A:11-5(1)(a)(ii), regarding extraordinary unspecifiable services, a copy of the Certificate being attached hereto; and

WHEREAS, funds are available for this contract as qualified by the conditions in the attached Certificate of Availability of Funds executed by the Chief Financial Officer.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of Gloucester City, New Jersey, that the City of Gloucester City be and it hereby is authorized to enter into an agreement with TRIAD Associates for the resubmission preparation and process application for U.S. EPA Brownfields Cleanup Mitigation for an hourly basis not to exceed 20 hours to complete the application.


Daniel T. Spencer, Jr., Mayor

Adopted by the Mayor and Common Council of Gloucester City this 23rd day of July, 2020.


Vanessa L. Parent, City Clerk



June 9, 2020

Jack Lipsett
City Administrator
City of Gloucester City
512 Monmouth Street
Gloucester City, NJ 08030

**RE: Authorization to Proceed – City of Gloucester City
U.S. EPA Brownfields Cleanup Mitigation Application 2020: BP Arco Site at Southport**

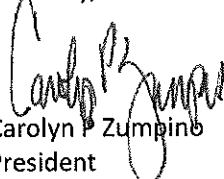
Dear Mr. Lipsett,

Please allow this letter to confirm that City of Gloucester City has authorized TRIAD Associates to prepare and process a U.S. EPA Brownfields Cleanup Mitigation application as an authorized project under the existing Professional Service Agreement (Grant Consultant Services 2020).

It is agreed that for all services rendered by TRIAD Associates in connection with the application, including those set forth on Exhibit "A" hereto, TRIAD will be paid an hourly basis as set forth on Exhibit "B" hereto. For budgetary purposes, we estimate approximately 15 to 20 hours to complete the application.

Please indicate your confirmation of the foregoing by signing both copies of this letter where indicated. Please retain one copy for your records and return the other signed copy for our files.

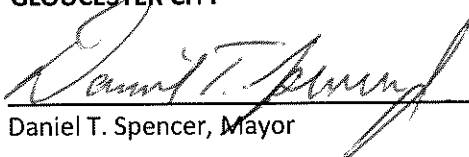
Sincerely,


Carolyn P. Zumpino
President
CZ/mm

Agreed to this 23rd day of July, 2020

CITY OF GLOUCESTER CITY

By:


Daniel T. Spencer, Mayor

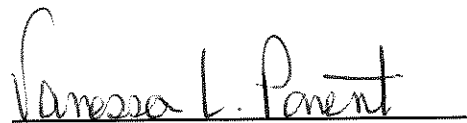

Witness/Attest

EXHIBIT A

PROJECT DESCRIPTION AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated June 9, 2020 between **TRIAD ASSOCIATES** ("Consultant"), and **CITY OF GLOUCESTER CITY** ("Principal").

For the following project, Principal agrees to retain Consultant to provide these services:

PROJECT DESCRIPTION: Revisions and Resubmittal of a U.S. EPA Brownfields Cleanup Mitigation Application for the BP Arco Site at Southport.

SCOPE OF SERVICES: The Consultant shall, as authorized, undertake the necessary analyses, applications and related activities, which are broken down into tasks:

1. Review and research information needed for application revisions, including cooperation with project engineer and City staff;
2. Complete revisions and submit to Regional EPA Office for review;
3. Once review is received, complete additional revisions to application;
4. Review Notice of Funding Opportunity and FAQ for guideline changes when released;
5. Revise application per any new guidelines; and
6. Complete and submit application for next EPA competitive round.

DATA TO BE FURNISHED TO CONSULTANT: The Client shall provide the Consultant information and documentation, which the Consultant may require to properly render the services provided for in this Agreement. Such information or documentation may include any formal or informal capital needs assessments, cost estimates for required/desired improvements, planning, reports or analyses, descriptions and specifications for equipment to be purchased, cost estimates and other pertinent materials.

TIME OF PERFORMANCE: The Application shall be completed and submitted on behalf of the Principal on or before the date stipulated by U.S. EPA.

RIGHT OF FIRST REFUSAL: Upon funding approval of the U.S. EPA application, Principal agrees to grant Triad Associates right of first refusal to provide grant administration and implementation services.

NOTIFICATION OF FUNDING APPROVAL/AWARD: Principal shall provide Consultant with a copy of any notification of funding approval / award and any related documentation.

EXHIBIT B

COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated June 9, 2020 between **TRIAD ASSOCIATES** ("Consultant"), and **CITY OF GLOUCESTER CITY** ("Principal").

Principal agrees to pay the Consultant as follows:

COMPENSATION: Principal shall provide compensation of on an hourly basis for services provided in accordance with Exhibit A as follows:

- Revisions and Resubmittal of a U.S. EPA Brownfields Cleanup Mitigation Application for the BP Arco Site at Southport
- For budgetary purposes, we estimate approximately 15 to 20 hours to complete the application.

METHOD OF PAYMENT: Principal agrees to pay Consultant in accordance with the following billing schedule:

- Consultant shall provide an invoice commensurate with the level of work completed upon submission of the Application.
- Principal shall process all invoices for payment upon receipt.
- **Payment Address:** All payments must be remitted to Triad Associates, 1301 W. Forest Grove Road, Bldg. 3A, Vineland, NJ 08360

UNSPECIFIED TECHNICAL SERVICES: For services outside the scope of this contract, Consultant shall invoice at the hourly rate effective at the time of service. These rates include all clerical and related services. Unspecified technical services will be performed upon prior authorization from the Principal and/or Principal's staff.

OVERNIGHT DELIVERY AND CERTIFIED MAIL SERVICES: Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, USPS Express Mail Service, USPS Certified mail, or other similar services) to the Principal or on behalf of the Principal to other parties. Consultant will charge the Principal the actual cost of these services.

COPIES: Consultant shall provide the appropriate number of copies of applications/study/ work product necessary to meet submission requirements of the funding source. Consultant will also provide one (1) complimentary hard copy and one (1) electronic copy of final application, study or final work product for the Principal's file.