

RESOLUTION NO. 2015- 305

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PENNONI ASSOCIATES, INC., HADDON HEIGHTS, NJ, FOR PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES RELATED TO THE AIR POLLUTION CONTROL OPERATION PERMIT RENEWAL FOR THE CITY OF VINELAND SANITARY LANDFILL, IN AN AMOUNT NOT TO EXCEED \$14,000.00.

WHEREAS, there exists a need for Professional Environmental Consulting Services to complete the 2015 renewal process of the Vineland Sanitary Landfill Air Pollution Control Operating Permit; and

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

WHEREAS, Pennoni Associates, Inc., Haddon Heights, NJ, has submitted a proposal indicating they will provide the professional services in an amount which will not exceed \$14,000.00 for the contract period August 1, 2015 to July 31, 2016; and

WHEREAS, Pennoni Associates, Inc. has completed and submitted a Business Entity Disclosure Certification and the Political Contribution Disclosure Form for Non-Fair and Open Contract which certifies that Pennoni Associates, 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 Pennoni Associates, 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 Pennoni Associates, Inc., Haddon Heights, NJ, for Professional Environmental Consulting Services related to the Air Pollution Control Operation Permit Renewal for the City of Vineland Sanitary Landfill, in an amount not to exceed \$14,000.00.
2. That this Agreement is awarded without competitive bidding as a Professional Service 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 and the Political Contribution Disclosure Form be placed on file with the Resolution.
4. That a Notice of this action shall be printed once in the Daily Journal.

Adopted:

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

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

7/6/2015  
(DATE)

1. Service (detailed description): Air Pollution Control Operating Permit Renewal - City of Vineland Sanitary Landfill South Mill Rd and Walnut Rd

2. Amount to be Awarded: \$ 14,000.00

- Encumber Total Award
- Encumber by Supplemental Release



3. Amount Budgeted: \$ 14,000.00

4. Budgeted: By Ordinance No. 89-16  
Or Grant: Title & Year \_\_\_\_\_

5. \*\*Account Number to be Charged: 021-0-00-00-0000-2-5510416

6. Contract Period: August 2015 - August 2016

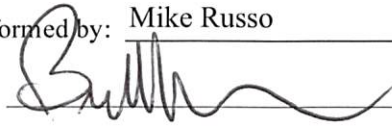
7. Date To Be Awarded: July 28, 2015

8. Recommended Vendor and Address: Pennoni Associates, Inc. 515 Grove Street  
Suite 1, Haddon Heights, NJ 08035

9. Justification for Vendor Recommendation:(attach additional information for Council review)  
Air Pollution Control Operating Permit is required by NJDEP in order to  
continue operating equipment at the Vineland landfill. This vendor completed  
the last Air Pollution Control Operating permit application.


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

10. Evaluation Performed by: Mike Russo

11. Approved by:   
Brian Myers, P.E., City Engineer

12. Attachments:

- Awarding Proposal
- Other: Scope of Work

- Send copies to:  
**Purchasing Division**  
**Business Administration** 

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

**2015 Air Pollution Control Operating Permit Renewal**  
(City of Vineland Sanitary Landfill – Mill and Walnut)

**SCOPE OF WORK**

Pennoni Associates, Inc. has provided a proposal to complete the 2015 renewal process of the Vineland Sanitary Landfill Air Pollution Control Operating Permit

The air permit for the Landfill is a 5-year permit and we are up for renewal in October of 2016, it takes 12 to 18 months for DEP to process the permit renewal application. Our permit also includes the main equipment on site, like the soil separator and the grinder. Pennoni has completed the stack testing, modeling, and permit application for the past two (2) renewals and are intimately familiar with the landfill, as we also contract with them annually for oversight in monitoring and testing compliance.

The cost for to complete the Air Permit renewal is \$14,000.00

We recommend awarding the contract to Pennoni Associates, Inc.



July 2, 2015

PRO 1501980

Brian Myers, PE  
Engineering Department, City Engineer  
640 East Wood Street  
Post Office Box 1508  
Vineland, New Jersey 08210

**RE: AIR POLLUTION CONTROL OPERATING PERMIT RENEWAL  
CITY OF VINELAND SANITARY LANDFILL  
SOUTH MILL ROAD AND WALNUT STREET  
VINELAND, NEW JERSEY 08210**

Dear Mr. Myers:

**Pennoni** has prepared this proposal for environmental consulting services related to the renewal of an air pollution control operating permit for the **City of Vineland (City)** sanitary landfill (herein after referred to as "referenced facility" or "subject facility" or "site"). The landfill's current operating permit (#B0P100001) expires on October 29, 2016.

#### **SCOPE OF SERVICES**

Based on our knowledge of the site and our in-depth review of the permit renewal requirements with the Bureau of Air Permits (New Jersey Department of Environmental Protection, NJDEP), Pennoni recommends the following scope of services to successfully complete this project.

#### **TASK 1 – TITLE V AIR PERMIT RENEWAL PACKAGE PREPARATION / SUBMISSION**

Air permit renewal requires an evaluation of emission trends over five-year intervals. Under this task, Pennoni will compile the facilities estimated emissions over the last five years and evaluate these results in comparison to those obtained from previous emission tests to quantify and summarize five-year trends with respect to Total VOC and Methane emissions. This summary will be included as part of the permit renewal application package.

Based on information provided by the City, Pennoni will prepare an air permit renewal application package for the referenced facility. As part of the renewal package, Pennoni will:

- Present the five-year emissions trend evaluation summary.
- Identify and compile changes made to insignificant sources at the Facility.
- Prepare the renewal application (via Radius program) and associated forms necessary to submit an administratively complete air operating permit renewal application package.

Pennoni will provide a *draft* air permit renewal application package to the City for review and comment. Upon concurrence, Pennoni will finalize the application package and support the City in certifying the submission (via review and approval by the City's *Responsible Official* on NJDEP online). Pennoni will address questions from NJDEP related to the renewal submission.

**SCHEDULE**

The NJDEP recommends that a complete renewal package be submitted at least fifteen (15) months prior to the permit expiration so that the application is administratively complete at least twelve (12) months prior to the expiration date.

Pennoni is prepared to begin work on this project upon receipt of written Notice to Proceed (NTP) and will endeavor to complete the work as detailed below:

- **Task 1** – Pennoni will begin immediately upon authorization and estimates completion of the *Draft* renewal application package (including emissions trend analysis) within six (6) weeks of NTP. Following any edits/corrections provided by the City, Pennoni will submit the final application package within two (2) weeks of receiving comments from the City.

**FEE**

Pennoni will complete the professional services as identified above on a Time and Materials Basis (T&M) for the estimated cost outlined below. The Pennoni FEE will be based on the 2015 billing rates as outline in the attached *Schedule of Fees*.

**Task 1 – Title V Air Permit Renewal Package Preparation/Submission .....\$14,000**

**ESTIMATED TOTAL FEE .....\$14,000**

The estimated fees above are based on the following assumptions:

- Vent stack testing will not be required for permit renewal (as per NJDEP).
- The City will provide the necessary equipment and operational information to complete the permit renewal application.
- Assumes Pennoni attendance of up to one (1) pre-submission meeting with NJDEP at their local office.
- The estimated fees above do not include application fees assessed by NJDEP.
- The City will designate a *Responsible Official* to review, approve and certify (sign) the application package for submittal to the NJDEP.
- Pennoni will perform our services in accordance with generally accepted professional

Mr. Brian Myers, PE  
PRO 1501980

July 2, 2015

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*Air Pollution Control Operating Permit Renewal*

standards for disciplines provided in this proposal. However, we cannot guarantee approvals by permitting agencies as these approvals are subject to circumstances beyond our control.

- Two (2) hard-copies and an electronic copy of the final permit renewal application package will be provided to the City.

#### **BILLING AND PAYMENT**

An invoice for professional services completed will be presented for payment on a monthly basis. Payments are due upon receipt. The Client acknowledges that the method of billing and payment has been discussed in detail, that the terms agreed upon can only be changed by a written addendum agreed to by both parties, and that work may be stopped until payment is made in accordance with the agreement.

#### **TERMS AND CONDITIONS**

Pennoni's General Terms and Conditions (Form LE01 11/2014) are attached hereto and are considered as part of the scope of services. Any out of scope items will be invoiced on a Time and Materials basis per the attached rate schedule. The Client indicates by the execution of this proposal that they have reviewed and understand the General Terms and Conditions.

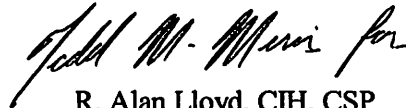
We look forward to continue working with you on this project. If you have any questions regarding this proposal, please feel free to contact Kevin Little directly at 717-620-5940.

Sincerely,

**PENNONI ASSOCIATES INC.**



Kevin L. Little, PE  
Senior Engineer



R. Alan Lloyd, CIH, CSP  
Associate Vice President

KLL/kl  
Attachments

Mr. Brian Myers, PE  
PRO 1501980

July 2, 2015

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*Air Pollution Control Operating Permit Renewal*

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Please indicate your acceptance of this proposal by signing and returning a copy of this proposal as our authorization to proceed. In signing this proposal, the Client authorizes Pennoni to complete the professional services outlined in this proposal in accordance with the attached terms and conditions.

**Accepted By:**

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**(Authorized Representative of the Client)**

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**(Print Name & Title)**

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**(Date)**

## **ATTACHMENT A**

### **Pennoni Associates Inc. 2015 Fee Schedule**



**ENVIRONMENTAL  
SCHEDULE OF FEES  
2015**

Pennoni Associates Inc. ("Pennoni") provides environmental engineering consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni's compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

<b>HOURLY FEES FOR PROFESSIONAL AND TECHNICAL PERSONNEL</b>	
<b>LABOR CATEGORY</b>	<b>RATES: \$/HOUR</b>

**PROFESSIONAL PERSONNEL**

Principal-in-Charge/LSRP .....	<b>\$215</b>
Division Manager.....	<b>\$195</b>
Senior Consultant.....	<b>\$185</b>
Certified Industrial Hygienist/Certified Hazardous Materials Manager .....	<b>\$170</b>
Senior Engineer/Environmental Scientist/Geologist/Hydrogeologist.....	<b>\$150</b>
Project Engineer/Environmental Scientist/Geologist/Hydrogeologist.....	<b>\$130</b>
Staff Engineer/Environmental Scientist/Geologist/Hydrogeologist.....	<b>\$110</b>
Associate Engineer/Environmental Scientist/Geologist/Hydrogeologist.....	<b>\$100</b>
Graduate Engineer/Environmental Scientist/Geologist/Hydrogeologist.....	<b>\$ 90</b>

**TECHNICAL PERSONNEL**

Senior Engineering Technician .....	<b>\$ 85</b>
Engineering Technician II.....	<b>\$ 75</b>
Engineering Technician I.....	<b>\$ 70</b>
Clerical .....	<b>\$ 65</b>

- Travel time: Standard hourly rate.
- USEPA Level C Protection and Above: Add 10% to above hourly rates.
- Technical Support/Expert Testimony Fee provided upon request.

**EXPENSES:**

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

- Subconsultant / Subcontractor services: cost plus 20%
- Project Related Travel and Living Expenses: cost plus 10%
- Expendable Materials and Supplies: cost plus 10%
- Field Equipment: cost plus 10%
- Passenger Vehicles: \$.575 per mile
- Field Vehicles: \$100/day
- Record Retrieval: \$100.00/request plus reprographic charge
- Communication Fee: 2% of billable labor. Includes cost for non-deliverable in-house photocopies, non-express postage, and telephone/fax/modem.

## **ATTACHMENT B**

### **Pennoni Associates Inc. General Terms and Conditions**



**PENNONI ASSOCIATES INC.  
GENERAL TERMS & CONDITIONS  
PRO 1501980**

1. Unless withdrawn sooner, proposals are valid for thirty (30) days.
2. The technical and pricing information in proposals is the confidential and proprietary property of Pennoni Associates Inc. ("Pennoni") or any Pennoni subsidiary or affiliate. Client agrees not to use or to disclose to third parties any technical or pricing information without Pennoni's written consent.
3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Pennoni to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the proposal and these General Terms & Conditions, then the proposal shall take precedence. The proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.
4. Payment is due upon receipt of invoices as submitted. If Client chooses to make any payment via major credit card, Client agrees to pay a 3% surcharge or 1.03 times the total amount invoiced. Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than 30 days past due. If an invoice is 30 or more days past due, then Pennoni may suspend services and refuse to release work on this Agreement or any other agreement between Client and Pennoni until Client has paid all amounts due. Unless Pennoni receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, then Client agrees to pay reasonable costs and attorney's fees incurred by Pennoni to collect payment.
5. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by Pennoni are instruments of Pennoni's services, and as such are and shall remain Pennoni's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Client shall not use the Documents in violation of this paragraph without Pennoni's express written consent; and such use is at the Client's sole risk. Client agrees to indemnify, defend and hold harmless Pennoni from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
6. The proposed fees and schedule constitute Pennoni's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually.
7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
8. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent administrative and handling charge will be added to client reimbursable expenses.
9. Client's termination of this Agreement will not be effective unless Client gives Pennoni seven (7) days prior written notice with accompanying reasons and details, and affords Pennoni an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation.
10. Pennoni will maintain at its own expense Workman's Compensation insurance, Commercial General Liability insurance, and Professional Liability insurance.
11. Neither the Client nor Pennoni shall assign this Agreement without the written consent of the other.

12. Pennoni does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Pennoni will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Pennoni cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.
13. Pennoni will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.
14. CLIENT AND PENNONI HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS PENNONI'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, PENNONI'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY PENNONI UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, PENNONI'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.  
  
IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, PENNONI AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.
15. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
16. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
17. If Client does not retain Pennoni to render construction phase services, then Client waives any claim it may have against Pennoni and agrees to indemnify, defend, and hold harmless Pennoni from any loss or liability, including attorneys fees and other defense costs, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.
18. Unless and until a court determines that Pennoni's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Pennoni's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Pennoni and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Pennoni under this paragraph, Pennoni shall have the right to select its attorneys.
19. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.
20. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.
21. Client and Pennoni waive consequential damages arising out of this Agreement.
22. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
23. Both Pennoni and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.