

RESOLUTION NO. 2018-322

A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH PENNONI ASSOCIATES INC., HADDON HEIGHTS, NJ, TO CONDUCT ADDITIONAL REMEDIAL INVESTIGATION OF VINELAND POLICE TRAINING FACILITY FIRING RANGE, IN AN AMOUNT NOT TO EXCEED \$36,750.00.

WHEREAS, there exists a need for professional services to Conduct Additional Remedial Investigation of Vineland Police Training Facility Firing Range; 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, Pennoni Associates Inc., Haddon Heights, NJ, has submitted a proposal indicating they will provide the professional services in an amount not to exceed \$36,750.00 for a period of one year beginning August 14, 2018 and ending August 13, 2018; and

WHEREAS, Pennoni Associates has completed and submitted a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that Pennoni Associates 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 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 Services to Conduct Additional Remedial Investigation of Vineland Police Training Facility Firing Range, in an amount not to exceed \$36,750.00.
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:

President of Council

ATTEST:

City Clerk

RECEIVED

JUL 31 2018

CITY OF VINELAND
BUSINESS ADMIN.

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

11/28/16

(DATE)

1. Service (detailed description): Additional Remedial Investigation of Vineland Police
Training Facility Firing Range NJDEP Incident # 13-07-11-0908-33

2. Amount to be Awarded: \$ 36,750.00

- Encumber Total Award
- Encumber by Supplemental Release

3. Amount Budgeted: \$ 36,750.00

4. Budgeted: By Ordinance No. _____
Or Grant: Title & Year _____

5. **Account Number to be Charged: 001-0-15-25-2502-0-5023078

6. Contract Period: Per B. Myers 1yr starting Aug. 14, 2018

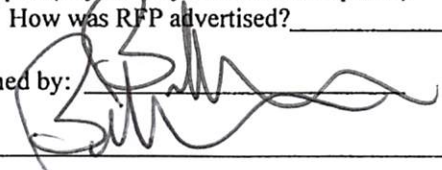
7. Date To Be Awarded: 8/14/18

8. Recommended Vendor and Address: Pennoni Associates Inc., 515 Grove St, Ste 1B
Haddon Heights, NJ 08035

9. Justification for Vendor Recommendation:(attach additional information for Council review)

SEE ATTACHED

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

10. Evaluation Performed by: 

11. Approved by: _____

12. Attachments:

- Awarding Proposal
- Other: Pay-To-Play Documents

- Send copies to:
Purchasing Division
Business Administration

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

May 31, 2018

PRO 18-02854

Mr. Brian N. Myers, PE CME
City Engineer
City of Vineland
640 E. Wood Street
P.O. Box 1508
Vineland, New Jersey 08362-1508

RE: ADDITIONAL REMEDIAL INVESTIGATION ACTIVITIES
CITY OF VINELAND POLICE TRAINING FACILITY FIRING RANGE
3361 MAYS LANDING ROAD
VINELAND, NEW JERSEY 08362
NJDEP INCIDENT# 13-07-11-0908-33

Dear Mr. Myers:

Pennoni has prepared this proposal to conduct additional Remedial Investigation (RI) activities and prepare a Remedial Investigation Report (RIR) and Classification Exemption Area (CEA) relative to lead impacts at the above referenced property (hereinafter referred to as the "Site"). We have the following understanding of the Site:

- Pennoni conducted a subsurface soil investigation at the Site in 2013-2014. The investigation included 50 soil borings and collection of soil samples for lead analysis. Soil samples contained elevated concentrations of lead ranging from 1,240 milligrams per kilogram (mg/kg) to 30,900 mg/kg. These soil samples exceeded the New Jersey Department of Environmental Protection (NJDEP) Residential Direct Contact Soil Remediation Standard (RDSCRS) of 400 mg/kg for lead and the Non-Residential Direct Contact Soil Remediation Standard (NRDSCRS) of 800 mg/kg for lead, and the Default Impact to Groundwater Soil Screening Level (IGWSSL) of 90 mg/kg.
- Five monitoring wells, identified as MW-1 through MW-5, were installed. A groundwater sampling event was conducted on December 3, 2014. The results of the groundwater sample analysis revealed the presence of lead at a concentration of 24.6 micrograms per liter (ug/l) in MW-1, above the NJDEP GWQS for lead of 5 ug/l. No other exceedances were reported in the remaining groundwater samples.
- The NJDEP deadline for completion of the remedial investigation is July 10, 2018. An extension request for this deadline can be submitted to the NJDEP, however it must be submitted more than 30 days in advance of the deadline.

Accordingly, Pennoni has prepared this proposal to complete the RI in general accordance with the NJDEP *Technical Requirements for Site Remediation*.

SCOPE OF SERVICES

The scope of services will consist of the following tasks:

- TASK 1 – NJDEP ADMINISTRATIVE REQUIREMENTS**
- TASK 2 – REMEDIAL INVESTIGATION (WELL INSTALLATION AND SOIL DELINEATION)**
- TASK 3 – PREPARATION OF CEA**
- TASK 4 – UPDATED RECEPTOR EVALUATION**
- TASK 5 – REMEDIAL INVESTIGATION REPORT**

Task 1 – NJDEP Administrative Requirements

Pennoni will complete required forms for submittal to the NJDEP and perform certain administrative tasks as LSRP of Record for the case. The forms will include but not limited to Timeline Remedial Investigation extension form and others required as part of the RI, NJDEP fee calculations, and other items including correspondence with the Department.

Task 2 – Remedial Investigation Activities

Pennoni will oversee the installation of a temporary groundwater monitoring well point followed by one permanent groundwater monitoring well. The sampling locations will be near MW-1, to vertically delineate the impacts reported in MW-1. Groundwater samples will be collected from the temporary groundwater monitoring well point at multiple intervals. The samples will be sent to a New Jersey-certified laboratory and analyzed for lead. The permanent monitoring well will be installed to a depth predicted to be the vertical limit of impact, based on the temporary well results. Pennoni will pursue soil delineation at previous soil sample locations S4A, S25A, S28B, S45A and along the existing berm. Soil borings will be advanced to about six feet.

Pennoni will conduct one round of groundwater monitoring activities to confirm delineation of contamination. Groundwater samples will be collected from site monitoring wells utilizing low flow sampling techniques in general accordance with the NJDEP *Field Sampling Procedures Manual*. During purging, field readings for pH, temperature, turbidity, conductivity, oxidation/reduction potential, and dissolved oxygen will be recorded for each well. Upon stabilization of the field readings, samples will be collected and transported to a New Jersey certified laboratory for lead.

Task 3 – Preparation of CEA

A CEA must be established as part of the RI process when groundwater impacts are present. Pennoni will develop a CEA in accordance with the requirements of N.J.A.C. 7:26E-8.3. Pennoni will prepare a CEA/well restriction area (WRA) Permit Fact Sheet form, notifications to required entities, data tables that include contaminants and their concentrations that exceed the NJDEP Groundwater Quality Standards (GWQS), the depth below ground surface to the water table, and the approximate depth of the groundwater contamination.

Task 4 – Updated Receptor Evaluation

A revised receptor evaluation must be conducted for each remedial submission to the NJDEP, including an RIR. Upon completion of the RI, Pennoni will evaluate potential receptors and summarize the results.

of the evaluations in a NJDEP Receptor Evaluation Form. Pennoni will upload the Receptor Evaluation Form to the NJDEP with the RIR (see Task 5 below).

Task 5 – Remedial Investigation Report

Pennoni will prepare a RIR in general accordance with the NJDEP *Technical Requirements for Site Remediation*. The RIR will include the following:

- Appropriate Site Remediation Reform Act (SRRA) documentation;
- A summary of the site’s regulatory status;
- The physical setting, topography, and regional/local geology and hydrogeology;
- Documentation of the soil and groundwater sampling activities conducted on the site;
- A list of applicable standards and tables/figures showing the sampling results;
- Conclusions and recommendations for the next steps in pursuit of a Response Action Outcome.

A draft copy of the RIR will be submitted via email to the City for review and approval. After receipt of City approval, the RIR and requisite NJDEP SRRA forms will be finalized and uploaded to the NJDEP.

SCHEDULE

Pennoni is prepared to begin work on this project immediately upon receipt of Notice to Proceed. We will endeavor to complete the work in accordance with your scheduling needs.

FEE

Pennoni proposes to complete the scope of services for a LUMP SUM fee of \$36,750.00. This scope of services is for the proposed RI phase of work, and does not include remedial action, issuance of final remediation documents (RAO) or other phases of work which may be required based upon the results of this work. Our estimated fees per task are detailed below:

Task 1 - NJDEP Administrative Requirements	\$ 4,000.00
Task 2 – Remedial Investigation Activities	\$19,250.00
Task 3 - Preparation of CEA.....	\$ 2,000.00
Task 4 - Updated Receptor Evaluation.....	\$ 3,500.00
Task 5 – Remedial Investigation Report.....	\$ 8,000.00
Total	\$36,750.00

The above referenced fees are based on the following assumptions:

- Unrestricted site access will be provided on the date(s) and time(s) requested.
- Investigation derived waste will be dispersed on site within areas of known impact.
- NJDEP fees will be paid directly by the City.

BILLING AND PAYMENT

Invoices will be submitted monthly and will be based upon the work completed during the billing period. Payment is due upon receipt of invoice. 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, revised December 2015) are attached hereto and are considered a part of this proposal. The Client indicates by the execution of this proposal that he or she has reviewed and understands the General Terms and Conditions.

We look forward to working with you on this project. If you have any questions regarding this submission or require additional information, please feel free to contact us at (856) 547-0505.

Sincerely,

PENNONI ASSOCIATES INC.


Timothy Mangold, LSRP
Senior Professional


Edward P. Guetens
Vice President

Attachment: Terms and Conditions

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ACCEPTANCE

Please indicate your acceptance of this proposal by signing and returning a copy as our authorization to proceed. Issuance of a Purchase Order may also serve as acceptance of this proposal. In accepting 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:

Authorized Representative of the Client

(Print Name & Title)

(Date)



PENNONI ASSOCIATES INC. GENERAL TERMS & CONDITIONS

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 1% 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.