

RESOLUTION NO. 2019-187

A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ACER ASSOCIATES LLC, WEST BERLIN, NJ, FOR ENVIRONMENTAL OVERSIGHT OF 111 HIGHLAND AVENUE DEMOLITION PROJECT, IN AN AMOUNT NOT TO EXCEED \$82,100.00.

WHEREAS, there exists a need for professional services for Environmental Oversight of 111 Highland Avenue Demolition Project; 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, Acer Associates LLC, West Berlin, NJ, has submitted a proposal indicating they will provide the professional services in an amount not to exceed \$82,100.00 for the contract period May 1, 2019 through December 31, 2019; and

WHEREAS, Acer Associates LLC has completed and submitted a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that Acer Associates LLC 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 Acer Associates LLC 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 Acer Associates LLC, West Berlin, NJ, for Professional Services for Environmental Oversight of 111 Highland Avenue Demolition Project in an amount not to exceed \$82,100.00 for the contract period May 1, 2019 through December 31, 2019.
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

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



4/16/2019
(DATE)

1. Service (detailed description): Environmental Oversight of 111 Highland ave
demolition project.

2. Amount to be Awarded: \$ 82,100.

- Encumber Total Award
 Encumber by Supplemental Release

3. Amount Budgeted: \$ 82,100.00

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

5. **Account Number to be Charged: 9-01-22-195-1606-23103

6. Contract Period: May 1, 2019 thru December 31, 2019

7. Date To Be Awarded: ASAP

8. Recommended Vendor and Address: Acer Associates LLC
1012 Industrial Dr West Berlin NJ 08091

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

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

10. Evaluation Performed by: Matteo R Rabbai

11. Approved by: 

12. Attachments:

- Awarding Proposal
 Other: _____

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

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





February 28, 2019

Mr. Patrick Finley
City of Vineland
640 E. Wood Street
Vineland, NJ 08360

RE: Proposal to Provide Professional Services

Address: 111 Highland Avenue (Block 4402, Lot 1)
City of Vineland, Cumberland County, New Jersey

Proposal #: Prop190081.rev

Dear Mr. Finley:

Acer Associates, LLC (ACER) is pleased to present the following proposal for professional environmental services associated with the proposed demolition of the 7.53 acres former Vineland Laboratories, Inc. facility located at the Highland Avenue site. The technical and cost proposal has been developed based on the findings of a Preliminary Assessment completed at the subject property by ACER dated August 31, 2017 and the April 2018 Technical Specifications for the Demolition of the Former Vineland Laboratories, Inc. For the purposes of this proposal, ACER's scope of services has been organized under the following two (2) task:

- Task 1 Site Investigation
- Task 2 Asbestos Oversight and Clearance

ENVIRONMENTAL SITE INVESTIGATION

Task 1 - In order to submit the Site Investigation Report and associated RAO document to the NJDEP, ACER will request a 'Due Diligence' Program Interest number (PI#) for the site. Alternatively, should any contamination be identified at the site above the applicable NJDEP standard, the identified contamination will be reported to the NJDEP via the NJDEP's Hotline (1-877-WARN-DEP) and ACER will submit a Confirmed Discharge Notification (CDN) document to the NJDEP. Upon submission of the CDN, a PI# will automatically be issued for the site. Once the PI# is obtained, ACER will sign on as the Licensed Site Remediation Professional (LSRP) for the site.

Task 2 - In the August 31, 2017 Preliminary Assessment report, eight (8) areas of concern (AOCs) requiring further investigation and/or special disposal requirements. The following table summarizes each of these AOCs in the left column and the proposed action under this scope of work in the right column.



AOC 1 - Farmland

According to 1930 aerial photograph, farmland was evident on the subject property. Historically, hazardous chemicals have been used as pesticides during farming activity and can remain unchanged in the surface soil for many years. Therefore, the potential exists for persistent contamination of the shallow soil column. However, in accordance with the NJDEP's Historically Applied Pesticide Site Technical Guidance (August 2016), if at a property where historically applied pesticides may be present because of the prior use, and that use is not changing to a school, child care center, residence, or playground, then no further investigation is required.

No investigation of the property's historic use as farmland has been included as part of this scope of work.

AOC 2 - Waste Water Discharge into the On-Site Septic System

According to the November 26, 2008 Preliminary Assessment Report completed by Roux Associates, Inc., the facility utilized an on-site septic system from 1919 to 1976. From 1970 to 1976, vaccines were in production and utilized formaldehyde, Thimerosal, and mineral oils. The six (6) septic systems located at the facility were sampled during a SI in 1999 and 2000. According to the 2001 SI report by Roux, samples pertaining to the septic system were collected adjacent to the septic tanks and associated lines. The samples collected were not submitted to the NJDEP. In addition, two (2) leaching basins identified in a 1980 site plan were not identified in previous environmental reports. These basins were observed at the time of ACER's assessment. Since the two (2) septic systems identified on the 1980 site plan were not investigated and the proper septic samples were not collected by Roux, further investigation is required.

ACER will attempt to locate the six (6) septic tanks using Ground-Penetrating Radar (GPR). Eight (8) soil samples will be collected in the locations of the septic tanks. All borings will be analyzed in the field using visual and olfactory senses and a PID for presence of contamination. The soil samples will be analyzed for TCL/TAL, formaldehyde, and EPH. Eight (8) groundwater samples will be collected in the locations of the septic tanks. The groundwater samples will be analyzed for TCL/TAL and formaldehyde. One (1) sludge sample and one (1) aqueous sample will be collected from each of the two (2) septic tanks that still contain water. The aqueous and sludge samples will be analyzed for TCL/TAL and formaldehyde.

AOC 5 - Landfill Pit

According to the 2008 Preliminary Assessment Report, a pit approximately 20 feet by 20 feet wide and 15 feet deep was located in the center of the Building 13 cluster. The pit was used to dispose of deceased chickens with the addition of lime for decomposition. The pit was utilized from the 1940's to the 1960's. Roux reported LAHI personnel stated the pit was filled with concrete at the time of purchase. According to Roux, since no hazardous materials were associated with the chickens and the pit was filled, no sampling was recommended and a NFA was granted. Since sampling was not conducted and the contents of the pit are unknown, ACER recommended a health and safety plan be prepared and proper procedures be followed to address any potential bio-hazard should excavation be planned in those locations.

Ten (10) days prior to the excavation of the pit, the demolition contractor should submit their health and safety plan (HASP) to ACER for review. ACER will make any applicable comments. In addition, ACER will be on-site during the excavation of the pit to document the activity and assess its contents.



AOCs 7 & 22 - 1,500-Gallon UST and Associated Fuel Island

According to the 2008 Preliminary Assessment Report, ten (10) USTs were identified on the subject property. All the tanks identified on the property were either removed or closed at the time of the 2008 PA report. In the 2008 PA report, a 1,500-gallon gasoline UST was removed and analyzed for TPH. The five (5) soil sample results indicated TPH below 10 ppm with the exception of one (1) sample of 36.1 ppm. The constituent analyzed for potential gasoline in soil was TPH; however, the proper screening constituent for gasoline should have been volatile organics, therefore, ACER recommended further investigation of this potential concern.

ACER will attempt to locate the former UST area using GPR. Three (3) borings will be installed in the location of the former UST area (if identified), or in the general UST location as indicated on prior site plane. All borings will be analyzed in the field using visual and olfactory senses and a PID for presence of contamination. ACER will collect one (1) soil sample from each boring at the interval exhibiting the greatest evidence of contamination. If no contamination is observed, the sample will be collected at a depth not to exceed twelve (12) feet below the ground surface. The soil samples will be analyzed for volatile organic compounds plus tentatively identified compounds (VO+TICS), lead, 1,2-dibromoethane, 1,2-dichloroethane, and tertiary butyl alcohol. In addition, ACER will install one (1) temporary well point in the location of the former UST. The groundwater sample will be analyzed for VO+TICS with SIMS lead, 1,2-dibromoethane, 1,2-dichloroethane, and tertiary butyl alcohol.

AOCs 16 & 18- Boiler and Generator Staining

During ACER's site assessment, ACER observed:

- 1.) Staining and sheen associated with the boiler located in Building 6;
- 2.) Staining in Buildings 4 and 9 at the locations of the former boilers; and
- 3.) Staining on and around the generator in Building 5.

ACER recommended further investigation of these AOCs.

ACER will collect one (1) soil sample from each staining location (5 samples total). The soil samples will be collected from beneath the concrete slab upon demolition of the buildings. The soil samples collected to investigate the staining associated with the boilers will be initially analyzed for Extractable Petroleum Hydrocarbons (EPH) – Category 1. Contingent analysis for 2-methyl naphthalene and naphthalene will be analyzed on the samples collected where EPH is detected at levels over 1,000 mg/kg. The soil samples collected to investigate the staining associated with the compressor and generator will be initially analyzed for Extractable Petroleum Hydrocarbons (EPH) – Category 2. Contingent analysis for VO+TICs, SVO+TICs, Poly Chlorinated Bisphenols (PCBs) and Target Analyze List Metals (TAL Metals) will be analyzed on samples collected where EPH is detected.

AOC 21 – Mercury and PCB Containing Equipment

Mercury containing thermostats and PCB containing ballast were observed in the buildings throughout the facility. Since mercury and PCB containing equipment were observed, ACER recommended these items be disposed of properly following all federal, state, and local regulations.

Prior to the demolition of each building, ACER will confirm that all mercury containing thermostats and PCB containing ballasts have been removed. It will be the demolition contractor's responsibility to insure these materials are properly disposed.

Conditions Associated with Site Investigation:

- Gasoline UST/fuel island, cesspool, and septic field sampling must be initiated prior to the commencement of the site demolition activities.



- ACER must be notified prior to the demolition of the buildings. This will ensure any samples to be collected after the demolition of the buildings are not disturbed and/or destroyed during the building demolition activities.
- The proposed scope of work and associated costs have been developed under the assumption that the above investigations will not uncover additional, previously unknown or unaddressed concerns.
- Please Note: Should contamination be identified at the site, a receptor evaluation and additional tasks (confirmed discharge notification, public notification, electronic data deliverables, etc.) may be required. According to NJAC 7:26E-1.6(a)5, a receptor evaluation will not be required as long as a final remediation document (RAO) for unrestricted use is submitted to the NJDEP within one (1) year of the commencement of the field activities. Should additional tasks be required, it will be completed under a separate scope of work.

Task 3 - Assuming all sample results are below their respective standards, ACER will apply for a Due Diligence Program Interest number (PI#) from the NJDEP. Once the Program Interest number is obtained, ACER will sign on as the Licensed Site Remediation Professional (LSRP) for the site. ACER will prepare and submit a Site Investigation Report (SI) and the associated Site Remediation Reform Act (SRRA) Forms to the NJDEP, and issue a Remedial Action Outcome letter for the entire site (RAO-E).

ASBESTOS OVERSIGHT & CLEARANCE INSPECTIONS/SAMPLING

Prior to the demolition of the seven (7) structures at the site, all asbestos containing building materials (ACBMs) will need to be removed by the Contractor. On behalf of the City of Vineland, ACER shall provide third party consulting services to insure the abatement activities are being performed in accordance with the April 2018 Technical Specifications.

ACER shall provide a highly trained and experienced air monitoring technicians, formally trained in hazards of asbestos-related work. The services to be conducted by the technicians will include:

- Progress inspections as deemed necessary to assess the Contractors abatement procedures and progress;
- Performing final visual inspections and clearance sampling of each work area upon completion of the abatement activities. Post air testing will be performed before isolation barriers are removed. Depending on the quantity of ACBMs abated from the work area and method of removal (ie friable/non-friable), the air samples will be analyzed either by Phase Contrast Microscopy (PCM) or Transmission Electron Microscopy (TEM). A minimum of five (5) air samples will be collected per work area for clearance. Depending on the size and lay-out of the work area, ACER's technician may determine that greater than five (5) samples are required for clearance.

Based on the size and estimated duration of this project, ACER plans on visiting the site at a minimum of once per week regardless of whether any areas require a final clearance inspection.



In the event suspect building materials are discovered that were not previously identified, ACER will collect bulk samples for laboratory analysis. The bulk samples collected shall be analyzed in a laboratory that is NAVLAP accredited. All bulk samples will be submitted and initially analyzed by Polarized Light Microscopy (PLM) with dispersion staining, as included in the OSHA standards as described by the "Test Method - Method for the determination of Asbestos in Bulk Building Materials," EPA/600/R-93/116, July 1993. This is a standard method of analysis in optical mineralogy, and a definitive method for the determination of asbestos in bulk samples. There exist serious shortcomings with the PLM methodology, especially in the area of short and thin fibers. As an example, the original fabrication of non-organically bound materials (NOBs) routinely involved milling of asbestos fibers to extremely small sizes. As a result, these fibers may go undetected under standard PLM methods. Therefore, TEM may need to be performed on a portion of the samples submitted to the lab.

Upon completion of all abatement activities, ACER shall prepare a written report at completion of the project. The report shall include air sampling documentation, calibration of sampling equipment, detailed description of activities and asbestos contractor's practices and documentation of laboratory analysis procedures and results. This report shall include backup records (logs, results, EM photos etc.) documenting the day-by-day progress of the work and related tests and results. Any deviations from acceptable practice on the part of the asbestos removal contractor and any unsatisfactory test results reported during the course of the job shall be highlighted in the report for record purposes.

FEE SCHEDULE

ACER's fee schedule is based on the following:

- For this project, ACER's standard work areas are Monday through Friday between the hours of 7:00 am and 4:00 pm. If inspections are required during nights, weekends, or holidays, applicable rates will apply.
- For the purposes of this proposal, ACER ½ day rate includes time on site for up to four (4) hours. The daily rate is for shifts between four (4) to eight (8) hours on site.
- The CLIENT will be invoiced based on a monthly basis for consulting services provided.
- All NJDEP fees associated with this project will need to be paid directly by the CLIENT and have not been included in this proposal.
- The cost associated with Task 2 will vary depending on the activation of any contingent samples. Please note the price assumes that all samples collected under the scope of work outlined in this proposal are below all applicable NJDEP remediation standards.
- The abatement contractor will be responsible for providing ACER with lighting to safely perform the visual inspection and power within the work areas to perform air sampling.
- If an asbestos work area fails the final visual inspection or clearance samples, the abatement contractor will need to re-clean and the CLIENT will be invoiced for an additional site visit re-inspect and/or re-sample the area.



ACER ASSOCIATES, LLC

- During a January 24, 2019 call, Ricco Demolition estimated the following abatement plan:
 - The abatement activities will take approximately three (3) months to complete.
 - There will be approximately twenty-five (25) work areas associated with the asbestos abatement of the seven (7) buildings at the site.
 - Approximately one hundred-fifty (150) air samples will be analyzed via TEM.
 - Approximately fifty (50) air samples will be analyzed via PCM.

Environmental Site Investigation			
Task 1	Due Diligence Application/LSRP Retention	Lump Sum	\$375
Task 2A	Investigation of AOCs 2, 7, 16, 18, and 22	Lump Sum	\$35,850
	- Contingent 2-methyl naphthalene & naphthalene (AOC 16)	3 samples @ \$130/sample	\$390
	- Contingent VO+TICs, SVO+TICs, PCBs, & TAL Metals (AOC 18)	2 samples @ \$640/sample	\$1,280
Task 2B	AOC 5 – Landfill Pit		
	- Review of Contractor HASP	Lump Sum	\$550
	- Oversight of Pit Excavation	1 Shift @ \$750/Shift	\$750
Task 2C	AOC 21 – Mercury & PCB Containing Equipment	7 Buildings @ \$250/Building	\$1,750
Task 3	SIR, SRRA Forms, & RAO-E	Lump Sum	\$5,280
Asbestos Oversight & Clearance Inspections/Sampling			
	Progress Inspections	7 ½-Day Shifts @ \$450/Shift	\$3,150
	Final Visual Inspections and Clearance Sampling	25 Shifts @ \$750/Shift	\$18,750
	PCM Air Sample Analysis	50 samples @ \$8/sample	\$400
	TEM Air Sample Analysis	125 samples @ \$105/sample	\$13,125
	PLM Bulk Sample Analysis	\$10/sample	Unknown
	TEM Bulk Sample Analysis	\$70/sample	Unknown
	Final Asbestos Oversight & Clearance Sampling Services Report	Lump Sum	\$450

The following rates will be invoiced on an as-needed basis for meetings, overtime/weekend, etc.

Task	Rate
Project Manager	\$110/hour
NJ Professional Engineer	\$180/hour
NJDEP Licensed Site Remediation Professional (LSRP)	\$150/hour
Field Technician – Overtime/Weekends (Environmental/Asbestos)	\$95/hour

Estimated Total \$82,100

Should you require any adjustments to the proposed scope of work or cost proposal, or require clarification, please call us at (856) 809-1202. Thank you for your consideration.



ACER ASSOCIATES, LLC

Prepared By:

Matthew J. DePalma

Matthew J. DePalma

Vice President

Reviewed By:

J. Scott Horn

J. Scott Horn, PG, CHMM, LSRP, CMC

President



**ACER ASSOCIATES, LLC (ACER)
TERMS and CONDITIONS**

These Terms and Conditions, along with the Proposal, form the contract between ACER and Client ("CLIENT") which will govern the services (the "Services") provided to CLIENT. The Services to be performed (including the scope of the Services, the schedule, compensation and any other special terms) shall be as stated in ACER'S proposal which is hereby incorporated.

Warranties: ACER warrants and represents that ACER has the experience required to perform the Services and that such Services will be performed in a diligent and workmanlike manner consistent with accepted practices and standards for firms engaged in similar work, in effect at the time the Services are performed. Reperformance of noncompliant Services shall be CLIENT's sole and exclusive remedy. CLIENT warrants the accuracy and sufficiency of any information, specifications, reports or any material provided to ACER in connection with the performance of the Services.

Payment: Invoices will be submitted to CLIENT once a month. Rates and fees shall be as specified in the Proposal. CLIENT shall pay invoices within thirty (30) days of receipt. Accounts not paid within 30 days of the invoice date are subject to a 1.5% monthly finance charge.

Site and Conditions: CLIENT shall provide any access to the site that is necessary for ACER or its subcontractors to perform the Services. If ACER is delayed or otherwise in any way hindered or impacted at any time in performing the Services by (i) an act, failure to act or neglect of CLIENT or CLIENT's employees or any third parties; (ii) changes in the scope of the work; (iii) unforeseen, differing or changed circumstances or conditions including differing site conditions, subsurface conditions, acts of force majeure (such as fires, floods, riots, and strikes); (iv) changes in government acts or regulations; (v) delay authorized by CLIENT and agreed to by ACER; or (vi) any other cause beyond the reasonable control of ACER, then the time for completion of the Services shall be extended based upon the impact of the delay, and ACER shall receive an equitable compensation adjustment. ACER has not included in its Services or fee restoration of the site to its original condition.

Indemnification: Subject to the limitations herein, ACER shall defend, indemnify and hold harmless CLIENT its officers, directors and employees from and against any and all losses, liabilities, claims, demands and damages, to the extent resulting from ACER's negligent acts, errors or intentional misconduct in performance of the Services. CLIENT shall defend, indemnify and hold harmless ACER its officers, directors and employees from and against any and all losses, liabilities, claims, demands and damages, to the extent resulting from CLIENT's negligent acts, errors or intentional misconduct.

Liability: It is understood that ACER is not a generator, storer, treater or owner of any hazardous materials and CLIENT shall indemnify ACER for any pre-existing conditions at the site.

CLIENT shall assume the responsibility for compliance with the provisions of such any regulations governing the treatment, storage and disposal of any hazardous waste.

Notwithstanding anything to the contrary, ACER shall not be liable for indirect, incidental or consequential damages, whether arising in contract, negligence or otherwise, including but not limited to loss of use or loss of profits, in any way arising in connection with the Services.

The liability of ACER, its employees, agents, directors insurers and officers for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, based in contract, warranty, tort, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate, with respect to all claims arising out of or related to this agreement, an amount equal to compensation paid to ACER for Services performed hereunder.

Right to Documents: CLIENT may use any final reports, studies or other services performed or prepared by ACER under this Agreement for its own purposes in connection with this project. ACER reserves all other rights with respect to such documents and all other documents produced in performing the Services. CLIENT shall obtain prior written consent from ACER for any other use.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

Entire Agreement: The terms and conditions set forth herein, along with the Proposal, shall constitute the entire understanding of the parties regarding the provision of Services by ACER to CLIENT. This Agreement may be amended only by a written instrument signed by both parties.