

RESOLUTION NO. 2020- 497

A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ACER ASSOCIATES LLC, WEST BERLIN, NJ, FOR THIRD PARTY ENVIRONMENTAL OVERSIGHT OF 111 HIGHLAND AVENUE PROJECT, IN AN AMOUNT NOT TO EXCEED \$56,032.00.

WHEREAS, there exists a need for professional services for Third Party Environmental Oversight of 111 Highland Avenue 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 \$56,032.00 for the contract period January 1, 2021 through December 1, 2021; 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 Chief Financial Officer; 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 Third Party Environmental Oversight of 111 Highland Avenue Project in an amount not to exceed \$56,032.00 for the contract period January 1, 2021 through December 1, 2021.
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)**

11/9/2020
(DATE)

1. Service (detailed description): Third Party environment over site of 111 Highland Ave Project

2. Amount to be Awarded: \$ 56,032.00

- Encumber Total Award
 Encumber by Supplemental Release

3. Amount Budgeted: \$ 56,032.00

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

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

6. Contract Period: 01/01/2021-12/01/2021

7. Date To Be Awarded: _____

8. Recommended Vendor and Address: ACER Associates LLC
1012 Industrial Drive West Berlin NJ 08091

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

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

10. Evaluation Performed by: _____

11. Approved by: *[Signature]*

12. Attachments:
 Awarding Proposal
 Other: _____

- Send copies to:
Purchasing Division
Business Administration *[Signature]*

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



I am requesting that ACER be awarded a Non-Fair and Open bid for the third party over site of the Highland Ave Project. The reason for the third party oversight is that when the city is completed with it will be ready and able to market this property with all the proper credentials that all of the contaminants have been re-mediated from this site. Our contractor ACV Enviro will remove and clean the contaminated area (20x20 chicken pit) site but the third party (ACER) will review and test the area to confirm that this site is clean.

Acer is very familiar with the project and what it entails so with the awarding of this contact we are moving forward and not having to stop and get a new company up to speed. They are already aware what need to be accomplished.

The amount will not exceed \$56,032.00



October 28, 2020

Mr. Matteo Rabbai
City of Vineland
640 E. Wood Street
Vineland, NJ 08360

RE: Professional Environmental Services

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

Dear Mr. Rabbai:

Acer Associates, LLC (ACER) has prepared this proposal for professional environmental services associated with the above-referenced site. The technical and cost proposal has been developed to further investigate additional areas of concern (AOCs) identified at the site.

SUMMARY OF AOCs REQUIRING ADDITIONAL REMEDIAL INVESTIGATION/REMEDIAL ACTION

ACER submitted a February 28, 2019 proposal for consulting services associated with the demolition and site investigation activities associated with this project. During the site investigation activities, the following AOCs were determined to require additional investigation and/or remediation:

- 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. As part of the site investigation associated with this AOC, groundwater samples were collected from temporary well points. Elevated levels of pesticides and/or metals were detected in seven (7) well points exceeding the applicable NJDEP Groundwater Quality Standard.
- 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. To satisfy the City's proposed redevelopment plans for this property, the pit was located and uncovered for further investigation on July 10, 2019. Due to the presence of syringes, various chemical containers, and chicken remains, an emergency clean-up of the materials uncovered was required. On July 12, 2019, emergency clean-up activities were completed. Test pits were performed On July 12 and August 7 determined the pit to: 1.) be approximately five (5) feet below the ground surface, 2.) extend approximately fourteen (14) feet deep, and 3.) measure approximately 25 feet by 25 feet. In total, ACER estimates the pit to

1012 Industrial Drive, West Berlin, New Jersey 08091

Telephone: (856) 809-1202 Fax: (856) 809-1203



contain approximately 280 cubic yards of material that will need to be excavated and properly disposed. On September 16, 2019, ACER investigated the chicken pit by installing four (4) soil borings and one (1) temporary well point and collected a groundwater sample to assess groundwater adjacent to the chicken pit. Laboratory analysis of the groundwater sample collected revealed concentrations of Aluminum, Iron, Manganese, Arsenic, and Lead above the NJDEP Groundwater Quality Standards in groundwater sample CP-03. Aluminum, Iron, and Manganese are identified as naturally occurring contaminants in groundwater. The collection of groundwater samples through a temporary well point may result in samples with very high turbidity levels. High turbidity levels can produce higher concentrations of naturally occurring metals in groundwater samples since turbid samples will contain a significant concentration of insoluble metals.

- AOC 16 – Building 9 Boiler Room - Staining on the concrete floor within the former boiler room of Building 9 was identified during ACER's Preliminary Assessment. Additional investigation of this AOC revealed petroleum-bearing soil was present beneath the foundation. Soil sampling confirmed elevated levels exceeding the applicable NJDEP Soil Clean-up Criteria; therefore, approximately 150 tons of petroleum-bearing soil was excavated and properly disposed.
- AOC 22 – Fuel Oil UST System - A fuel dispensing pump was formerly located to the south of Building #10. This pump was associated with a 1,500-gallon UST used for vehicle fueling. The UST and associated piping and pump were removed in May 1990 by Buena Plumbing. The closure samples collected for this UST system were not analyzed for the correct constituents. The site investigation completed by ACER revealed elevated levels of lead in the groundwater exceeding the applicable NJDEP Groundwater Quality Standard.

ADDITIONAL SITE REMEDIAL INVESTIGATION – REMEDIAL ACTION

Task 1 - AOC 2, 5, & 22 – To additional investigate the elevated levels of select contaminants previous identified in the groundwater, nine (9) monitoring wells will be installed. The monitoring wells will be installed by a licensed New Jersey Well Driller and surveyed by a New Jersey Professional Land Surveyor. Groundwater sampling will be completed with the anticipation that satisfactory levels will be achieved since the samples are being collected from monitoring wells instead of temporary well points and via low-flow sampling methods in locations where elevated levels of metals were previously detected. The monitoring wells will be sampled as follows:

- In the area of the former Fuel Oil UST system, the well will be sampled for lead.
- The wells in the area of the former septic systems will be sampled for arsenic, lead, and/or pesticides as applicable based on the previous results.
- The well in the area of the former chicken pit will be sampled for arsenic and lead based on previous results.

If satisfactory results are achieved, the wells will be properly closed by a licensed NJ Well Driller.



ACER ASSOCIATES, LLC

Task 2 - AOC 5 - Assuming the groundwater sampling in the pit area reveals no contamination, the remedial activities of this AOC will consist of excavating and properly disposing of the pit material. During these remedial activities, ACER will provide oversight of the remediation contractor to be directly hired by the City of Vineland. Prior to the remedial activities, ACER will review the contractor's remediation plan and Health & Safety Plan (HASP). Upon completion of the excavation, two (2) soil post excavation soil samples will be collected for TCL+30/TAL, Chromium VI, and Formaldehyde. ACER will also provide oversight and compaction testing of the excavation.

Task 3 – Additional NJDEP Reporting

Due to the release associated with the Building 9, additional groundwater sampling, and investigation/remediation of the chicken pit, additional NJDEP reporting will be required. This will include the preparation of a Remedial Action Report.

FEE SCHEDULE

- 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.
- 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.

Task	Cost
AOC 2, 5, & AOC 22 – Additional Groundwater Investigation	\$36,928
AOC 5 – Oversight of Chicken Pit Excavation & Backfilling	\$7,575
Additional NJDEP Reporting	\$11,440
TOTAL	\$56,032

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.

Prepared By:

Matthew J. DePalma
Vice President

Reviewed By:

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.

LEGEND

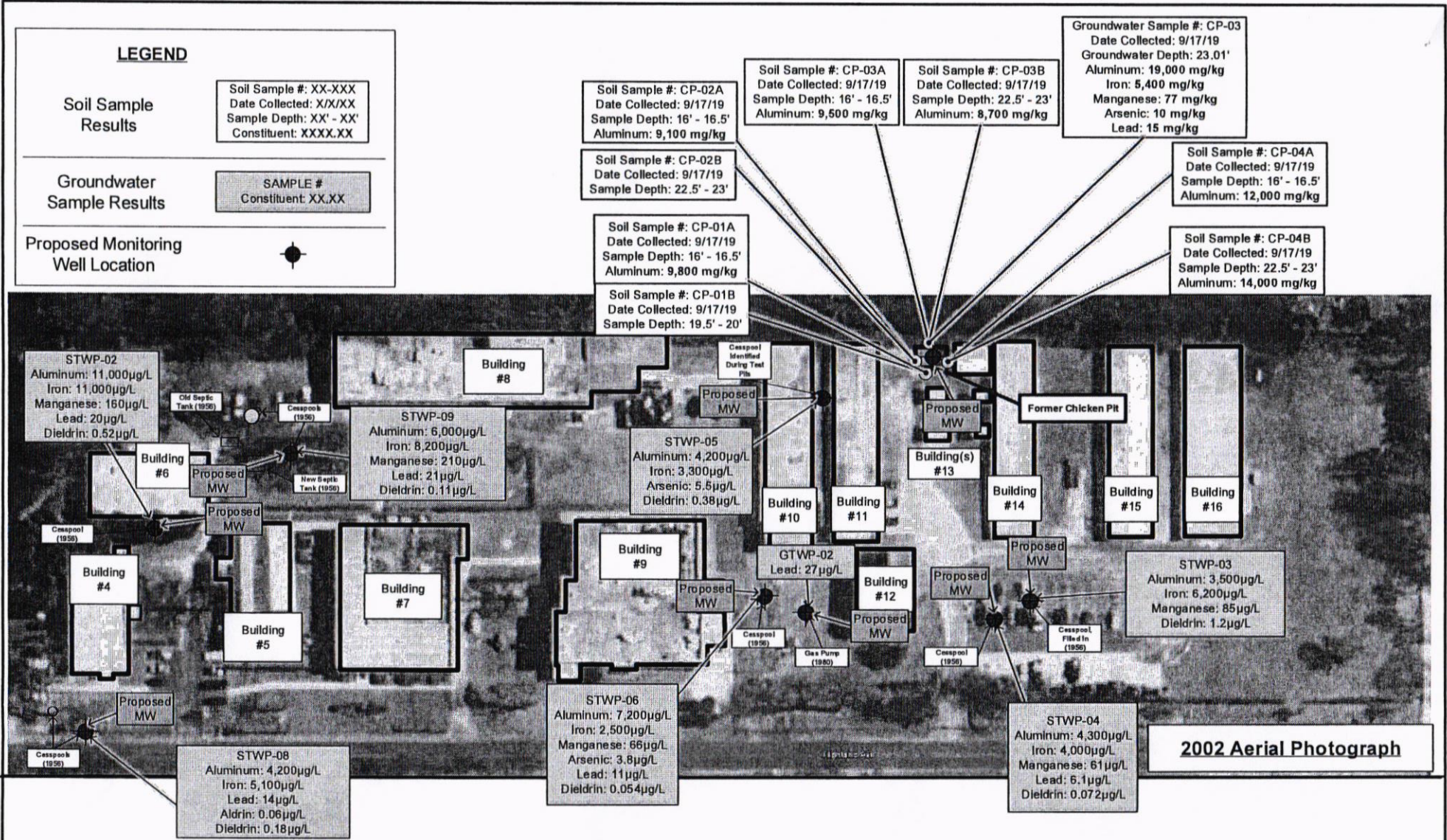
Soil Sample Results

Soil Sample #: XX-XXX
Date Collected: X/X/XX
Sample Depth: XX' - XX'
Constituent: XXXX.XX

Groundwater Sample Results

SAMPLE #
Constituent XX.XX

Proposed Monitoring Well Location



Highland Avenue site
111 Highland Ave.
Vineland, Cumberland County, NJ
ACER Project # 20190541



ACER Associates, LLC

1012 Industrial Drive, West Berlin, New Jersey 08091
Telephone: (856) 809-1202 Fax: (856) 809-1203

Site Plan – Property Layout and Former Buildings

Date: 7/13/2020
Drafted By: SMN