

RESOLUTION NO. 2017-225

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ACER ASSOCIATES, LLC, WEST BERLIN, NEW JERSEY FOR ENVIRONMENTAL ASSESSMENTS FOR PROPERTIES KNOWN AS 111 HIGHLAND AVENUE AND 702 EAST QUINCE STREET VINELAND, NEW JERSEY.

WHEREAS, the City of Vineland has acquired or is acquiring certain properties located in the City of Vineland to wit: 111 Highland Avenue and 702 East Quince Street (Properties) which will be the subject of demolition to prevent blight of vacant properties; and

WHEREAS, the City of Vineland has a need to determine what measures, if any, will be necessary to assure that the Properties are cleaned to levels necessary for residential purposes for future construction and therefore will require the services of an environmental firm to perform environmental studies and preliminary assessments as a Non-Fair and Open Contract pursuant to NJSA 19:44A-20.5; and

WHEREAS, the environmental firm of Acer Associates, LLC has provided proposals for preliminary assessments and asbestos surveys for the Properties at a cost of \$4,320.00 for 702 East Quince Street and \$14,048.00 for 111 Highland Avenue in accordance with the proposals attached hereto and made a part hereof and the environmental firm has provided services for the City of Vineland in the past and is experienced in such services; and

WHEREAS, Acer Associates LLC has completed/shall complete and submitted a Business Entity Disclosure Certification for Non-Fair And Open Contract which certifies that the firm 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 or its extension 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 have been certified by the City Comptroller; and

WHEREAS, the Local Public Contract Law (N.J.S.A. 40 A: 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 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, New Jersey, for Professional Services for Environmental Assessment Services for the City of Vineland in an amount not to exceed \$4,320.00, for East Quince Street and \$14,048.00 for Highland Avenue for a contract not to exceed one year beginning May 10, 2017.

CITY OF VINELAND

2. That this Professional Services Agreement is awarded without competitive bidding in accordance with NJSA 40 A: 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



ACER ASSOCIATES, LLC

February 22, 2017

(Sent Via Email To fdigiorgio@vinelandcity.org)

Mr. Frank DiGiorgio
Assistant Director
City of Vineland, Office of Economic Development
640 E. Wood Street
Vineland, NJ 08360

RE: Proposal for Preliminary Assessment and Asbestos Survey

Site: 702 E. Quince Street, Vineland, Cumberland County, NJ

Proposal #: Prop170201

Dear Mr. DiGiorgio:

In response to the City of Vineland's February 13, 2017 request for proposal (RFP), Acer Associates, LLC (ACER) is pleased to present the following proposal to perform a Preliminary Assessment (PA) in accordance with the New Jersey Department of Environmental Protection (NJDEP) Technical Requirements for Site Remediation and conduct a survey for asbestos containing building materials (ACBMs) at the above referenced site. A summary of ACER's services and associated price schedule has been provided. ACER has also provided a summary of related work experience with the City of Vineland and similar projects.

PROJECT DESCRIPTION

The City of Vineland is proposing to redevelop the subject property, and a Preliminary Assessment is needed. In addition, a pre-demolition survey for ACBMs is required for the following structures at the site:

Address	Block/Lot	Size	Date Constructed
702 E. Quince St. (18,750 SF)	4106/16	Main Building - 18,000 SF	- Original Structure: 1929 - Rear Addition: 1963 & 1970 - Side Addition: Unknown
		Detached Garage - 750 SF	Unknown

SCOPE OF WORK

Preliminary Assessment (PA) - In accordance with N.J.A.C. 7:26E-3.1, ACER will conduct a PA to identify the presence of any potentially contaminated areas of concern (AOCs). The purpose of the PA is to determine whether contaminants are or were present at the site or have migrated or are migrating from the site, and thus whether additional remediation is necessary due to the presence of any potentially contaminated areas of concern.

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



The preliminary assessment shall include:

- Reviewing all reasonably ascertainable documents likely to contain information related to the historic use of the property. The objective is to document the site's history back to its naturally vegetated state. Documents associated with this research shall include, but will not be limited to, historic aerial photographs, fire insurance Sanborn maps (if available), historical topographic maps, property deeds, and historical industrial directories. In addition, ACER will file Right To Know requests with the NJDEP, city and county health departments, and the city construction department. If any of these agencies have files, ACER will obtain and review this information.
- As available, conduct interviews with current and former employees, and agents whose duties include or included any responsibility for hazardous substances, hazardous wastes, or pollutants, and any other current and former employees or agents who may have knowledge or documents relevant to the inquiry.
- An evaluation of site specific operational and environmental information, both current and historic.
- A site inspection to verify the above findings.

Upon completing the aforementioned historic research, document review, and site inspection, the associated Preliminary Assessment Report shall include:

- A discussion of all the information identified and evaluated;
- Scaled site plans detailing lot and block numbers, property and leasehold boundaries, current and historic structures, areas where fill has been brought on site, paved and unpaved areas, vegetated and unvegetated areas, all areas of concern and active and inactive wells;
- ~~Scaled historical site plans and facility-as-built construction drawings, if available;~~
- A summary of the data and information reviewed, which shall be compiled and presented by area of concern;
- An evaluation to determine if there is an order of magnitude difference between the concentration of any contaminant in any area of concern and any remediation standard applicable at the time of comparison to the area of concern if there is a prior final remediation document for the area of concern. If there is an order of magnitude difference, ACER shall evaluate the protectiveness of any existing engineering or institutional controls on the area of concern and otherwise determine whether additional remediation may be required at the area of concern to ensure the area of concern remains protective of the public health, safety and the environment;
- Compare any sample data to the current residential standards; and



ACER ASSOCIATES, LLC

- A recommendation for each area of concern identified at the site, supported by a written rationale, that either:
 - Additional remediation is necessary because the area of concern is potentially contaminated; or
 - There is an order of magnitude change in an applicable remediation standard and the prior remediation is no longer protective of the public health and safety and the environment because it is not in compliance with the standard applicable at the time of the comparison; or
 - Additional remediation is not necessary because the area of concern is not suspected to contain contaminants at concentrations above any applicable remediation standard or criterion.

If any potentially contaminated areas of concern are identified, a site investigation (SI) under a separate scope of work will be required pursuant to N.J.A.C. 7:26E-3.3.

ACBM Survey - ACER shall conduct an asbestos inventory, identifying materials and their locations. ACER shall:

1. Provide an accredited asbestos building inspector, as required, and all necessary sampling equipment to conduct the building surveys for the locations and approximate quantity of asbestos-containing building and insulating materials; and
2. Use as a guide only the EPA, AHERA (Asbestos Hazard Emergency Response Act) Regulation of 1987, and the most recent EPA Guidance Document for the Control of Asbestos in Buildings, June 1985.

ACER personnel shall perform the following:

1. Conduct an overview orientation walk-through of the structures.
2. Establish representative sampling plans.
3. Walk-through visual inspections to identify potential ACBMs.
4. Conduct all necessary sampling of suspected materials, adhering to strict safety precautions. Photographs will be taken of all suspected ACBMs identified.

Pursuant to the walk-through surveys and collection of any friable material and/or suspected ACBMs, the bulk samples shall be analyzed in a laboratory that is NAVLAP accredited. All bulk samples will be submitted to be initially analyzed by polarized light microscopy (PLM) with dispersion staining, as included in the OSHA standards and 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-friable 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. Examples of NOBs include vinyl floor tiles, mastics, roofing materials, glazing, and caulks. The New Jersey Department of Health and Senior Services (N.J.A.C. 8:60) requires non-organically bound materials found to be non-asbestos by PLM analysis be analyzed by Transmission Electron Microscopy (TEM) analysis to confirm the negative result. Therefore, TEM will need to be performed on a portion of the samples submitted to the lab.

Upon completion of the surveys, sampling, and laboratory analyses, ACER shall prepare a report for each property. The reports shall include a comprehensive summary of the surveys, as well as all pertinent sampling and analytical data. The report shall also include a description of each facility indicating areas containing asbestos, the date of survey, name of inspector with copies of applicable certifications, field survey logs, and laboratory certificates of analysis.

PROJECT TIMETABLE

Preliminary Assessment – Typically a preliminary assessment takes approximately four (4) weeks to complete. In the event that the NJDEP has files, approximately three (3) additional weeks will be required in order to schedule and conduct a review at their office.

Asbestos Survey - Upon receiving a notice to proceed, ACER mobilize to start the field work within one (1) week. ACER estimates it will take one (1) week to complete the survey. Both the PLM and TEM analysis will be performed at standard, 5-day turnaround (total of 2 weeks). The associated reports will be completed one (1) week of receiving the results. In total, the project will take approximately five (5) weeks to complete.

FEE SCHEDULE

For this project, the fee schedule has been based on:

- No samples being collected of the roofing materials due to the poor and potentially unsafe conditions.
- The Vineland police assisting with clearing possible vagrants at the property the morning of the survey.
- Standard, 5-day laboratory turnaround for both PLM and TEM analysis.
- The City being responsible for re-securing the structures after the survey is completed.



ACER ASSOCIATES, LLC

Preliminary Assessment	\$2,575
Asbestos Survey (not including sample costs – see below)	\$1,050

Estimated Asbestos Sample Costs:

PLM Analysis*	40 Samples @ \$7.50/Sample	\$300
TEM Prep Fee*	10 Samples @ \$9.50/Sample	\$95
TEM Analysis*	10 Samples @ \$30/Sample	\$300

* The CLIENT will be invoiced for the actual number of samples analyzed and prepped for this project. In the event that the number of samples analyzed will significantly exceed ACER's estimates, the CLIENT will be contacted prior to the analysis be conducted.

*\$4320.⁰⁵
Total*

RELEVANT EXPERIENCE

ACER has a long history of working in and for the City of Vineland on a variety of environmental projects. ACER has also performed similar work for other government agencies in New Jersey. Attached are project profiles for several projects highlighting ACER's relevant experience.

ACER has attempted to prepare this proposal to address the project in accordance with our discussions. 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.

Sincerely,
ACER Associates, LLC

Matthew J. DePalma
Matthew J. DePalma
Vice President

- Attached:
- Project Profiles
 - Terms & Conditions



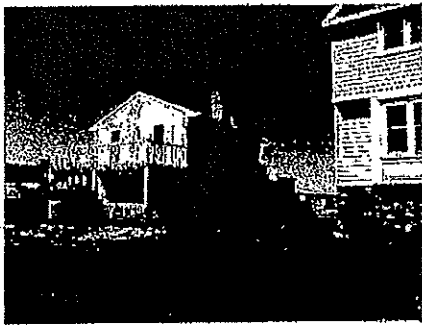
ACER ASSOCIATES, LLC

Snell Electric, Vineland, NJ



For the City of Vineland, ACER provided environmental consulting and remediation services at the former Snell Electric property. This Brownfields site had multiple of areas of concern, including a 4,000-gallon gasoline UST, a 1,000-gallon fuel oil UST, nine (9) transformers, a loading dock with drums, aluminum-cadmium batteries, a former storage yard, and a floor drain system. As part of this project, ACER completed a Preliminary Assessment, site investigation, geophysical survey, UST closure, and soil remediation. Upon completion of the remedial activities, a Remedial Action Report/Remedial Action Workplan was prepared including design and recommendations for a deed notice. This project received approval from the NJDEP and the cap was installed to specifications. ACER currently performed biennial inspections and associated compliance reports for the deed restricted areas.

City of Brigantine, NJ



In response to the city's need to demolish seven (7) residential structures that had been determined to be imminent hazards due to storm damage, ACER conducted pre-demolition surveys for asbestos containing materials. A final report was prepared for each property, summarizing the quantity and location of ACMs identified. During the abatement stages of the projects, ACER performed oversight, inspection, and final clearance services.

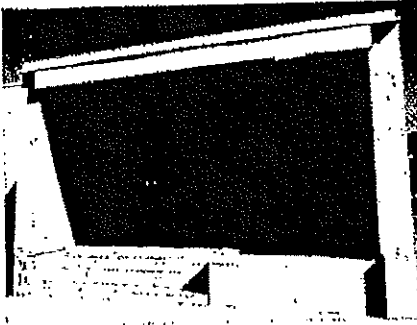
Wall Township, NJ



ACER conducted pre-demolition surveys for asbestos containing materials and lead based paint of the Benkert House and the former Wall Auto Wreckers facility. Numerous asbestos containing materials were found through sampling and analysis. X-ray fluorescence (XRF) equipment was used to perform the lead paint inspections. Final reports were prepared for both sites. On behalf of Wall Township, ACER solicited abatement contractors, performed pre-bid meetings, and assisted in the review of their proposals. During the abatement stages of the projects, ACER performed oversight, inspection, and final clearance services.



Camden County Morgue Pre-Demolition Survey - Pennsauken, NJ



ACER conducted a pre-demolition survey of the former Camden County Morgue. A number of hazardous materials were identified throughout the facility. This project was unique due to the nature of the facility and the potential exposure to various biohazards. As part of the final survey report, ACER prepared a cost estimate for budgetary purposes. ACER also prepared specifications for the abatement and remediation activities to be included in the public bid for this project.

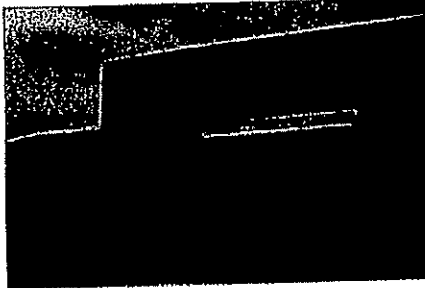
During the bid process, ACER assisted in the pre-bid meeting, question and answer period, and review of final bids.

CRDA Asbestos Consulting Services on an "As Needed" Basis



Under various "As-Needed" contracts, ACER has provided asbestos consulting services to the Casino Reinvestment Development Authority (CRDA) on hundreds of projects. The majority of the projects consist of pre-demolition surveys for asbestos containing building materials (ACBMs). In some instances, surveys are required for renovation projects. AHERA certified inspectors conduct surveys to identify potential ACBMs, which are assessed for condition, sampled, and quantified. Polarized light microscopy (PLM) and transmission electron microscopy (TEM) analyses are performed on the samples. A final report summarizing the location and quantity of ACBMs is provided to the CRDA. For demolition projects, ACER performs a final inspection to confirm all identified ACBMs have been removed by the CRDA's abatement contractor. In addition, final air clearance sampling is performed. For renovation projects, ACER performs daily oversight and monitoring, final inspections, and final air clearance sampling. A report is generated upon completion of each abatement project.

Former St. Phillip School, Brigantine, NJ

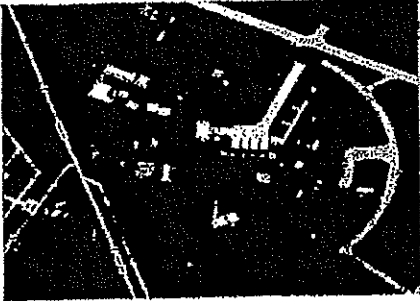


For the City of Brigantine, ACER conducted a survey for asbestos containing materials, lead-based paint, PCB ballasts, fluorescent bulbs, and mercury thermostats at the former St. Philip School in Brigantine. ACER prepared a Demolition and Abatement Specification, assisted in soliciting and reviewing the associated bids, and performed oversight and monitoring of the demolition and abatement activities.



ACER ASSOCIATES, LLC

NJANG - Bldgs 251, 252, 253, 254, 256, Boiler House, & Berm Area, Pomona, NJ



For the New Jersey Air National Guard, ACER conducted a pre-demolition survey of seven (7) buildings and a berm area at the 177th Fighter Winger in Pomona, New Jersey. The intent of the survey was to locate and quantify asbestos containing building materials (ACMs), light ballasts containing polychlorinated biphenyls (PCBs); mercury containing light bulbs and thermostats; lead-based paint, above and underground storage tanks, and other potential hazardous materials. Upon completing

the site reconnaissance and associated laboratory analyses, ACER prepared a Pre-Demolition Survey Report. As part of the final report, ACER included recommendations regarding the handling, removal, and disposal of the items found prior to the planned demolition activities. ACER also performed oversight and air monitoring with on-site analysis during the asbestos abatement activities.



ACER ASSOCIATES, LLC

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.

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.

ACER Proposal Prop170196

Page 1 of 1



ACER ASSOCIATES, LLC

February 22, 2017

(Sent Via Email To fdigiorgio@vinelandcity.org)

Mr. Frank DiGiorgio

Assistant Director

City of Vineland, Office of Economic Development

640 E. Wood Street

Vineland, NJ 08360

RE: Proposal for Preliminary Assessment and Asbestos Survey

Site: 111 Highland Avenue, Vineland, Cumberland County, NJ

Proposal #: Prop170196

Dear Mr. DiGiorgio:

In response to the City of Vineland's February 13, 2017 request for proposal (RFP), Acer Associates, LLC (ACER) is pleased to present the following proposal to perform a Preliminary Assessment (PA) in accordance with the New Jersey Department of Environmental Protection (NJDEP) Technical Requirements for Site Remediation and conduct a survey for asbestos containing building materials (ACBMs) at the above referenced site. A summary of ACER's services and associated price schedule has been provided. ACER has also provided a summary of related work experience with the City of Vineland and similar projects.

PROJECT DESCRIPTION

The City of Vineland is proposing to redevelop the subject property for residential use. According to the City, the property has a No Further Action ("NFA") letter for non-residential standards. As part of the PA, the City would like to determine whether the NFA is applicable to residential standards. In addition, a pre-demolition survey for ACBMs is required for the following structures at the site:

Address	Block/Lot	Size	Date Constructed
111 Highland Ave. (55,450 SF)	4402/1	401 Building – 3,825 SF	- Original Structure: 1931 & 1951 - Addition: 1957 & 1963
		Building 6 – 4,500 SF	Between 1931 & 1951
		Building 7 – 4,800 SF	Between 1931 & 1951
		Building 8 – 11,000 SF	Between 1931 & 1951
		Building 9 – 13,225 SF	Between 1972 & 1991
		Building 10 – 5,600 SF	- Original Structure: 1931 & 1951 - Addition: 1957 & 1963
		Receiving Dept. – 12,500 SF	- Original Structure: 1931 & 1951 - Addition: 1957 & 1963

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



PROJECT DESCRIPTION

Preliminary Assessment (PA) - In accordance with N.J.A.C. 7:26E-3.1, ACER will conduct a PA to identify the presence of any potentially contaminated areas of concern (AOCs). The purpose of the PA is to determine whether contaminants are or were present at the site or have migrated or are migrating from the site, and thus whether additional remediation is necessary due to the presence of any potentially contaminated areas of concern.

The preliminary assessment shall include:

- Reviewing all reasonably ascertainable documents likely to contain information related to the historic use of the property. The objective is to document the site's history back to its naturally vegetated state. Documents associated with this research shall include, but will not be limited to, historic aerial photographs, fire insurance Sanborn maps (if available), historical topographic maps, property deeds, and historical Industrial directories. In addition, ACER will file Right To Know requests with the NJDEP, city and county health departments, and the city construction department. If any of these agencies have files, ACER will obtain and review this information.
- As available, conduct interviews with current and former employees, and agents whose duties include or included any responsibility for hazardous substances, hazardous wastes, or pollutants, and any other current and former employees or agents who may have knowledge or documents relevant to the inquiry.
- An evaluation of site specific operational and environmental information, both current and historic.
- A site inspection to verify the above findings.

Upon completing the aforementioned historic research, document review, and site inspection, the associated Preliminary Assessment Report shall include:

- A discussion of all the information identified and evaluated;
- Scaled site plans detailing lot and block numbers, property and leasehold boundaries, current and historic structures, areas where fill has been brought on site, paved and unpaved areas, vegetated and unvegetated areas, all areas of concern and active and inactive wells;
- Scaled historical site plans and facility as-built construction drawings, if available;
- A summary of the data and information reviewed, which shall be compiled and presented by area of concern;
- An evaluation to determine if there is an order of magnitude difference between the concentration of any contaminant in any area of concern and any remediation standard applicable at the time of comparison to the area of concern if there is a prior final



remediation document for the area of concern. If there is an order of magnitude difference, ACER shall evaluate the protectiveness of any existing engineering or institutional controls on the area of concern and otherwise determine whether additional remediation may be required at the area of concern to ensure the area of concern remains protective of the public health, safety and the environment;

- Compare any sample data to the current residential standards; and
- A recommendation for each area of concern identified at the site, supported by a written rationale, that either:
 - Additional remediation is necessary because the area of concern is potentially contaminated; or
 - There is an order of magnitude change in an applicable remediation standard and the prior remediation is no longer protective of the public health and safety and the environment because it is not in compliance with the standard applicable at the time of the comparison; or
 - Additional remediation is not necessary because the area of concern is not suspected to contain contaminants at concentrations above any applicable remediation standard or criterion.

If any potentially contaminated areas of concern are identified, a site investigation (SI) under a separate scope of work will be required pursuant to N.J.A.C. 7:26E-3.3.

ACBM Survey - ACER shall conduct an asbestos inventory, identifying materials and their locations. ACER shall:

1. Provide an accredited asbestos building inspector, as required, and all necessary sampling equipment to conduct the building surveys for the locations and approximate quantity of asbestos-containing building and insulating materials; and
2. Use as a guide only the EPA, AHERA (Asbestos Hazard Emergency Response Act) Regulation of 1987, and the most recent EPA Guidance Document for the Control of Asbestos in Buildings, June 1985.

ACER personnel shall perform the following:

1. Conduct an overview orientation walk-through of the structures.
2. Establish representative sampling plans.
3. Walk-through visual inspections to identify potential ACBMs.
4. Conduct all necessary sampling of suspected materials, adhering to strict safety precautions. Photographs will be taken of all suspected ACBMs identified.



Pursuant to the walk-through surveys and collection of any friable material and/or suspected ACBMs, the bulk samples shall be analyzed in a laboratory that is NAVLAP accredited. All bulk samples will be submitted to be initially analyzed by polarized light microscopy (PLM) with dispersion staining, as included in the OSHA standards and 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-friable 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. Examples of NOBs include vinyl floor tiles, mastics, roofing materials, glazing, and caulks. The New Jersey Department of Health and Senior Services (N.J.A.C. 8:60) requires non-organically bound materials found to be non-asbestos by PLM analysis be analyzed by Transmission Electron Microscopy (TEM) analysis to confirm the negative result. Therefore, TEM will need to be performed on a portion of the samples submitted to the lab.

Upon completion of the surveys, sampling, and laboratory analyses, ACER shall prepare a report for each property. The reports shall include a comprehensive summary of the surveys, as well as all pertinent sampling and analytical data. The report shall also include a description of each facility indicating areas containing asbestos, the date of survey, name of inspector with copies of applicable certifications, field survey logs, and laboratory certificates of analysis.

PROJECT TIMETABLE

Preliminary Assessment – Typically a preliminary assessment takes approximately four (4) weeks to complete. In the event that the NJDEP has files, approximately three (3) additional weeks will be required in order to schedule and conduct a review at their office.

Asbestos Survey - Upon receiving a notice to proceed, ACER mobilize to start the field work within one (1) week. ACER estimates it will take one (1) week to complete the survey. Both the PLM and TEM analysis will be performed at standard, 5-day turnaround (total of 2 weeks). The associated reports will be completed one (1) week of receiving the results. In total, the project will take approximately five (5) weeks to complete.

FEE SCHEDULE

For this project, the fee schedule has been based on:

- Standard, 5-day laboratory turnaround for both PLM and TEM analysis.



ACER ASSOCIATES, LLC

- The City being responsible for re-securing the structures after the survey is completed.

Preliminary Assessment \$3,475

Asbestos Survey (not including sample costs – see below) \$3,900

Estimated Asbestos Sample Costs:

PLM Analysis*	300 Samples @ \$7.50/Sample	\$2,250
TEM Prep Fee*	114 Samples @ \$9.50/Sample	\$1,083
TEM Analysis*	114 Samples @ \$30/Sample	\$3,340

\$ 14,048 Total

* The CLIENT will be invoiced for the actual number of samples analyzed and prepped for this project. In the event that the number of samples analyzed will significantly exceed ACER's estimates, the CLIENT will be contacted prior to the analysis be conducted.

RELEVANT EXPERIENCE

ACER has a long history of working in and for the City of Vineland on a variety of environmental projects. ACER has also performed similar work for other government agencies in New Jersey. Attached are project profiles for several projects highlighting ACER's relevant experience.

ACER has attempted to prepare this proposal to address the project in accordance with our discussions. 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.

Sincerely,
ACER Associates, LLC

Matthew J. DeFalma
Matthew J. DeFalma
Vice President

- Attached:
- Project Profiles
 - Terms & Conditions



Snell Electric, Vineland, NJ



For the City of Vineland, ACER provided environmental consulting and remediation services at the former Snell Electric property. This Brownfields site had multiple areas of concern, including a 4,000-gallon gasoline UST, a 1,000-gallon fuel oil UST, nine (9) transformers, a loading dock with drums, aluminum-cadmium batteries, a former storage yard, and a floor drain system. As part of this project, ACER completed a Preliminary Assessment, site investigation, geophysical survey, UST closure, and soil remediation. Upon completion of the remedial activities, a Remedial Action Report/Remedial Action Workplan was prepared including design and recommendations for a deed notice. This project received approval from the NJDEP and the cap was installed to specifications. ACER currently performed biennial inspections and associated compliance reports for the deed restricted areas.

City of Brigantine, NJ



In response to the city's need to demolish seven (7) residential structures that had been determined to be imminent hazards due to storm damage, ACER conducted pre-demolition surveys for asbestos containing materials. A final report was prepared for each property, summarizing the quantity and location of ACMs identified. During the abatement stages of the projects, ACER performed oversight, inspection, and final clearance services.

Wall Township, NJ



ACER conducted pre-demolition surveys for asbestos containing materials and lead based paint of the Benkert House and the former Wall Auto Wreckers facility. Numerous asbestos containing materials were found through sampling and analysis. X-ray fluorescence (XRF) equipment was used to perform the lead paint inspections. Final reports were prepared for both sites. On behalf of Wall Township, ACER solicited abatement contractors, performed pre-bid meetings, and assisted in the review of their proposals. During the abatement stages of the projects, ACER performed oversight, inspection, and final clearance services.



Camden County Morgue Pre-Demolition Survey - Pennsauken, NJ



ACER conducted a pre-demolition survey of the former Camden County Morgue. A number of hazardous materials were identified throughout the facility. This project was unique due to the nature of the facility and the potential exposure to various biohazards. As part of the final survey report, ACER prepared a cost estimate for budgetary purposes. ACER also prepared specifications for the abatement and remediation activities to be included in the public bid for this project.

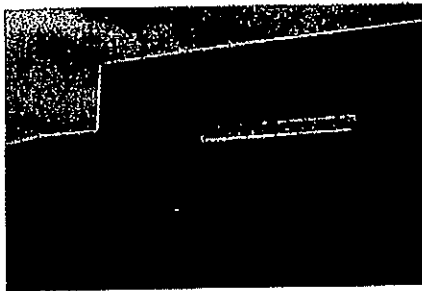
During the bid process, ACER assisted in the pre-bid meeting, question and answer period, and review of final bids.

CRDA Asbestos Consulting Services on an "As Needed" Basis



Under various "As-Needed" contracts, ACER has provided asbestos consulting services to the Casino Reinvestment Development Authority (CRDA) on hundreds of projects. The majority of the projects consist of pre-demolition surveys for asbestos containing building materials (ACBMs). In some instances, surveys are required for renovation projects. AHERA certified inspectors conduct surveys to identify potential ACBMs, which are assessed for condition, sampled, and quantified. Polarized light microscopy (PLM) and transmission electron microscopy (TEM) analyses are performed on the samples. A final report summarizing the location and quantity of ACBMs is provided to the CRDA. For demolition projects, ACER performs a final inspection to confirm all identified ACBMs have been removed by the CRDA's abatement contractor. In addition, final air clearance sampling is performed. For renovation projects, ACER performs daily oversight and monitoring, final inspections, and final air clearance sampling. A report is generated upon completion of each abatement project.

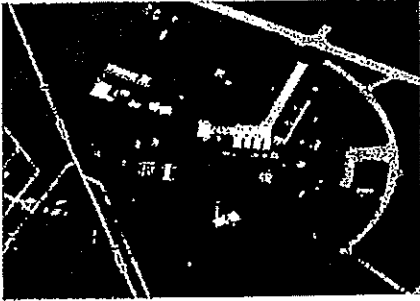
Former St. Phillip School, Brigantine, NJ



For the City of Brigantine, ACER conducted a survey for asbestos containing materials, lead-based paint, PCB ballasts, fluorescent bulbs, and mercury thermostats at the former St. Philip School in Brigantine. ACER prepared a Demolition and Abatement Specification, assisted in soliciting and reviewing the associated bids, and performed oversight and monitoring of the demolition and abatement activities.



NJANG - Bldgs 251, 252, 253, 254, 256, Boiler House, & Berm Area, Pomona, NJ



For the New Jersey Air National Guard, ACER conducted a pre-demolition survey of seven (7) buildings and a berm area at the 177th Fighter Winger in Pomona, New Jersey. The intent of the survey was to locate and quantify asbestos containing building materials (ACMs), light ballasts containing polychlorinated biphenyls (PCBs); mercury containing light bulbs and thermostats; lead-based paint, above and underground storage tanks, and other potential hazardous materials. Upon completing

the site reconnaissance and associated laboratory analyses, ACER prepared a Pre-Demolition Survey Report. As part of the final report, ACER included recommendations regarding the handling, removal, and disposal of the items found prior to the planned demolition activities. ACER also performed oversight and air monitoring with on-site analysis during the asbestos abatement activities.



ACER ASSOCIATES, LLC

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.

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.

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