

RESOLUTION NO. 2017-_____

A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ACER ASSOCIATES, LLC, WEST BERLIN, NJ, FOR THE PREPARATION OF DEMOLITION/ABATEMENT BID SPECIFICATIONS FOR 111 HIGHLAND AVENUE DEMOLITION PROJECT, IN AN AMOUNT NOT TO EXCEED \$44,976.00.

WHEREAS, there exists a need for professional services for the Preparation of Demolition/Abatement Bid Specifications for 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, it is considered in the best interest of the City of Vineland to contract the services of Acer Associates, LLC, West Berlin, NJ to be completed in sixty (60) days upon receipt of the City's authorization; and

WHEREAS, the maximum amount authorized for said services is in an amount not to exceed \$44,976.00; and

WHEREAS, Acer Associates has completed and submitted a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that Acer 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 Acer 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 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 the Preparation of Demolition/Abatement Bid Specifications for 111 Highland Avenue Demolition Project in an amount not to exceed \$44,976.00.
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

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



12/20/2017
(DATE)

1. Service (detailed description): RE: 111 Highland Ave demolition project. Awarding a contract to ACER ASSOCS, LLC for the preparation of Demo/abatement bid specifications
2. Amount to be Awarded: \$ 44,976.00
 Encumber Total Award
 Encumber by Supplemental Release
3. Amount Budgeted: \$ 44,976.00
4. Budgeted: By Ordinance No. 2017-31
Or Grant: Title & Year NJ Demolition Loan Program
5. **Account Number to be Charged: 021-0-00-0000-2-5518627
6. Contract Period: Completion in 60 days upon receipt of City authorization.
7. Date To Be Awarded: December 26, 2017
8. Recommended Vendor and Address: ACER ASSOCIATES, LLC
1012 Industrial Drive, W. Berlin, NJ 08091
9. Justification for Vendor Recommendation:(attach additional information for Council review)
ACER ASSOCS is a known environmental consultant for the City assisting specifically with NJ Demo Loan project. This proposal was evaluated & approved by the project committee City Engineer Brian Myers & Construction Official Derek Leary evaluated the proposal and deemed it complete and meeting the City's requirements for completing the bid specs.
 Non-Fair & Open (Pay-to-Play documents required)
 Fair & Open: How was RFP advertised? _____
10. Evaluation Performed by: Brian Myers, Derek Leary
11. Approved by: Matteo Rabbai, Director of L & I

12. Attachments:
 Awarding Proposal
 Other: Certif. availability of funds

- Send copies to:
Purchasing Division
Business Administration

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



December 20, 2017

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

RE: Demolition/Abatement Plans and Specifications Proposal

Address: 111 Highland Avenue, City of Vineland, Cumberland County, NJ

Proposal #: Prop171051.rev2

Dear Mr. Finley

Pursuant to our meeting and discussions, Acer Associates, LLC (ACER) is pleased to submit this proposal to provide professional engineering and environmental services associated with the proposed demolition activities at the above referenced site.

PROJECT DESCRIPTION

The City of Vineland owns the subject property (Block 4402, Lot 1), which consists of 7.53 acres. It was formerly occupied by Vineland Laboratories, Inc. and the Lohmann Animal Health International facilities. Seven (7) of the fourteen (14) structures associated with these former facilities currently remain at the site. The numbers assigned to the buildings currently on the property are Building #4 through Building #10. In order to prepare the site for sale to a developer, the City of Vineland is proposing the:

- Demolition of existing buildings, including foundations and site improvements;
- Disconnection of existing utility services along Highland Avenue;
- Location and removal of existing on site private utilities; and
- Restoration of the site as grass lawn and graded to maintain positive drainage.

As such, the City of Vineland has requested ACER prepare a current survey, demolition plan set, and technical specifications. For these improvements, ACER will provide the following services:

- Locate and mark private utilities using geophysical equipment.
- Prepare current boundary, existing conditions, and topographic survey of the property.
- Prepare demolition and post-demolition grading/restoration plan set.
- Prepare soil erosion and sediment control plan set and permit application, and submit to the County Soil Conservation District
- Prepare technical specifications for the demolition and asbestos abatement.

SCOPE OF WORK

Task 1 Location & Marking of Private Utilities

ACER will perform a geophysical survey to locate utilities on the subject property. The survey will be performed using the following methods:

- Utility Locator - A radiodetection RD8000 locator and TX-10 transmitter will be used for utility line location and tracing, which support a very large range of locatable, active and passive frequencies. Where available, ACER will apply a signal to conductive materials along the utility path to trace utilities. If no such connection is available, ACER will employ less effective passive locating methods to best determine the location of the utilities.
- Magnetic Detection - Magnetic location will be conducted using a Schonstedt Model-GA 52 magnetic locator. This instrument will be used to identify the presence of underground utilities and buried ferromagnetic objects associated with the site's historical use.
- Ground-Penetrating Radar Survey – A GSSI Terra SIRch SIR-3000 GPR System (SIR-3000) with a 400 MHz and/or a 270 MHz antenna will be used to perform scans as needed across the areas where the utilities were/are located based on the site observations, historical data, and the findings of the electromagnetic scan. The scans will consist of perpendicular traverses of the areas of concern.

The maximum depth of survey will be dependent on the soil conditions encountered. Limitations associated with the geophysical investigation will include the presence of structures, vehicles, debris, and subsurface debris or structures. Utility locators, magnetic detection, and GPR are remote sensing methods and in some instances, due to interference or other geophysical limitations, do not reveal data that may be indicative of subsurface anomalies or utilities. Limitations encountered during the survey that will impact the effectiveness of the survey include the presence of any obstructions or features at ground level which will impede the operator and equipment, including but not limited to buildings, debris, vehicles, fences, equipment and overgrown vegetation. Additional subsurface limitations include multiple or clustered underground utilities, ferromagnetic objects, shallow bedrock, structures or foundations, debris, and/or the potential presence of a subsurface water table. The findings of the survey should only be used as a tool in evaluating the possibility that utilities, septic systems, USTs, or other hazards are or were once present on the property and should not be considered a guarantee regarding the presence or absence of subsurface features.

Task 2 Test Pits In Area of Former Structures

In order to investigate whether the foundations associated with the former structures on the southern portion of the site were removed when demolished, ACER will observe and document test pits to be performed by the City of Vineland. As discussed during the November 1, 2017 meeting, the City of Vineland Public Works will provide a backhoe and operator to perform the test pits. The type of fill used to backfill the former foundations will also be noted.



Task 3 Boundary, Existing Conditions, & Topographic Survey

ACER shall retain the services of a licensed Professional Land Surveyor to complete the preparation of a boundary, existing conditions, and topographical survey of the subject property to serve as the base of the engineering plans. The survey will include the following:

- Preparation of a property boundary/outbounds survey based upon existing deeds and/or existing survey.
- Locate existing structures, pavement, parking stalls, walkways, lights, striping, driveways, signs, individual trees along the front of the site, and other prominent site features.
- Locate existing visible utilities on site and in the street along the site frontage, and those marked in the field during the private utility survey.
- Topography throughout the site, with spot shots at biased locations, finished floor elevations, and 1 foot contours.
- Establish two (2) onsite benchmarks for contractor's reference. No monument or property corner installation is included.
- Vertical datum to be NAVD 1988, Horizontal datum to be NAD 1983.

Task 4 Preparation of Site Demolition, Grading, & Soil Erosion Plans

For the purpose of submission to regulatory agencies for permitting/approvals, ACER will prepare the following plans for the proposed demolition and restoration improvements. The plans will include the following:

- Title Sheet (site location maps & associated site data)
- Site Demolition Plan
 - Identification of existing site features to be demolished, including extent and limits of work.
 - Identification of existing site features to remain (if any).
- Post-Demolition Grading Plan
 - Identification of existing and proposed elevations, contours, and spot shot elevations.
 - Extent of proposed site grading after demolition and limit of disturbance.
 - Identification of utility services to be disconnected and removed.
 - Identification of areas to be established as grass.
- Soil Erosion and Sediment Control Plans (details, construction notes, & certification requirements)
- Site Detail Plans (construction details for associated site features, etc. as may be required)

Notes:

1. No site improvements other than restoration and establishment of grass lawn areas are anticipated or included. No landscaping design is included.
2. No engineering design or plan preparation beyond that noted above is included.
3. Structural design services are not included.
4. Design of utility service modifications, re-routing, etc. are not included herein.
5. No stormwater system improvements or modifications are anticipated or included herein.



Task 5 Soil Erosion & Sediment Control Plan Set and Permit Application

Since the site disturbance will exceed 5,000 square feet, a receipt of certification will be required from the County Soil Conservation District. Therefore, ACER will prepare the application package and submit to the County Soil Conservation District for review and approval. Payment of application fees associated with permit application will be the responsibility of the City of Vineland and costs for such are not included herein.

Task 6 Site Work Specifications

ACER shall prepare a technical specification document for the site work demolition and asbestos abatement activities. The specification package will include all applicable and relevant sections of Division 2-Site Work. The specifications will be prepared by a Construction Document Technologist in accordance with the CSI format. ACER will prepare the Division 2 specifications for incorporation into the project's construction specification/bid package to be prepared by the City of Vineland. This task does not include the preparation of any documents under Bidding Requirements, Contract Requirements, Division 1, and Divisions 3-16.

As part of the specification, ACER will conduct a design survey for known asbestos containing materials (ACMs). The locations and quantities of the ACMs identified during the previous survey will be confirmed/refined. Using this data, ACER will prepare detailed technical specifications and drawings for the abatement activities, along with a schedule to develop the contractor's scope of work. The specification may include:

- The proper techniques and instructions to the contractor as to procedures for abatement.
- Necessary information, wordings, directives, etc. such that the description of work procedures shall satisfy all current federal, state, OSHA, and local health and safety regulations concerning the handling, abatement, removal, and disposal of asbestos materials.
- Explicit, detailed directives, and required notifications, permit(s), and performance procedures to the contractor such that the work is completed in the most efficient, economical, and safe manner.
- Technical specifications for work directly related to the asbestos abatement.

Task 7 Meeting Attendance

Upon completion of the specification, ACER presumes a meeting with the City of Vineland will be required. Therefore, a total allowance of one (1) meeting with the project manager and project engineer has been included.

ASSUMPTIONS/EXCEPTIONS/COMMENTS

- Immediately prior to ACER mobilizing to the site for the geophysical survey, the City of Vineland will have the entire subject property mowed.



- The City of Vineland will provide a copy of the current title report identifying the presence and providing deeds for all recorded easements, restrictions, etc., which may impact the survey and use of the property.
- If the review of the deeds and fieldwork reflect a disagreement between property boundary lines, additional work necessary to address the disagreement is not included herein and will be considered additional work. If required, such additional work and associated fees will be outlined in a separate proposal to the City of Vineland.
- The City of Vineland will provide a backhoe and operator for one (1) day to perform test pits in the area of the former structures on the southern portion of the site.
- Additional services and meeting attendance by ACER will be invoiced on a time and material basis based on the Unit Price Schedule provided.
- Permitting application/review fees shall be the responsibility of the City of Vineland.
- Should a work request be beyond the qualifications and expertise of ACER or requires specialized qualifications, the City of Vineland shall be notified and, if desired, ACER will assist in seeking potential firms that may be able to provide such services.

EXCLUDED SERVICES

The following services have been excluded from this proposal, and can be performed under a separate scope and fee proposal if desired by the City of Vineland:

- Survey services beyond that noted herein
- Engineering services beyond that noted
- Stormwater management design/evaluation
- Wetland delineation, delineation location survey, wetland permitting
- Threatened & Endangered Species Studies, Evaluations, Permitting
- Geotechnical Investigations
- Design of stormwater basin requiring Dam Safety approval from the NJDEP
- Environmental Investigations/Assessments/Testing/Etc.
- Archeological investigations
- Permit application beyond that noted specifically herein
- Utility evaluations, design, permitting, etc.
- Preparation of Bid Manual
- Post Design Services / Construction Oversight
- Construction stakeout/As-Built surveys
- Other services beyond that specifically noted herein

PROJECT SCHEDULE

Upon authorization and receipt of the current title report, ACER estimates the proposed scope of work will be completed within two (2) months.

DELIVERABLES

The City of Vineland will be provided with three (3) paper copies and one (1) electronic copy of the proposed specifications.

FEE SCHEDULE

Task	Description	Cost
1	Location & Marking of Private Utilities	\$ 11,820
2	Test Pits In Area of Former Structures	\$ 821
3	Boundary, Existing Conditions, & Topographic Survey*	\$ 10,638
4	Preparation of Site Demolition, Grading, & Soil Erosion Plans	\$ 14,990
5	Soil Erosion & Sediment Control Plan Set and Permit Application	\$ 745
6	Site Work Specifications	\$ 4,920
7	Meeting Attendance	\$ 1,042

* To be subcontracted by ACER to a professional land surveyor (15% mark-up). The City of Vineland can subcontract surveyor directly and save \$1,387.50.

UNIT PRICE SCHEDULE

Labor - These rates would apply to additional services performed outside of the proposed scope of work. Hourly charges are rounded to the nearest half-hour. These rules do not include prevailing wage requirements.

Principal Engineer	\$175/hour
Professional Lander Surveyor	\$145/hour
Project Manager	\$125/hour
Landscape Architect	\$120/hour
Geophysical Technician	\$110/hour
Senior Designer/Draftsman	\$95/hour
Environmental Scientist	\$75/hour
Asbestos Building Inspector	\$65/hour
Clerical	\$55/hour



ACER ASSOCIATES, LLC

Reimbursable Expenses

Postage	Cost + 15%
Overnight Delivery (letter)	
Overnight Delivery (packs/boxes)	
Photographs	
Printing/Reproduction (including handling/folding/etc.)	\$6.00/sheet
Black and white copies (8½" x 11")	\$0.15/sheet
Black and white copies (11" x 17")	\$0.30/sheet
Color prints (8½" x 11")	\$1.35/sheet
Color prints (24" x 36")	\$50.00/sheet
Color prints (30" x 42")	\$55.00/sheet
Color prints (36" x 48")	\$75.00/sheet
Mylar Copies	\$110.00/sheet
Report Copies (additional copies)	Cost + 15%
Mounting and Laminating plans	
Ordinances/Maps/Prop. Client's List/Application fees/etc.	
Compact Disks (including preparation)	\$15.00 each
Certified Mailings	\$15.00 each

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
Vice President

I have read and accept the above proposal (Prop171051.rev1) and the enclosed Terms & Conditions. At this time, I am requesting that ACER ASSOCIATES, LLC proceed with this project.

City of Vineland

Date



**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: Rates and fees shall be as specified in the Proposal. Incremental invoices will be issued on a monthly basis during the period over which services are rendered. Should tasks be started and completed within a month's time, an invoice for those services will be issued upon completion of those tasks. 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.