



**Township Council**

1 Municipal Plaza  
Bloomfield, NJ 07003

Louise M. Palagano  
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 02/21/12 07:00 PM

**2012 RESOLUTION AWARD OF PROFESSIONAL SERVICE**

**NON-FAIR AND OPEN CONTRACT FOR A LICENSED SITE  
REMEDICATION PROFESSIONAL (LSRP) FOR THE  
INSTALLATION OF BLEACHERS AT FOLEY FIELD TO MEET  
THE REQUIREMENTS OF THE NEW JERSEY DEPARTMENT  
OF ENVIRONMENTAL PROTECTION GREEN ACRES  
PROGRAM**

WHEREAS, the Township of Bloomfield has a need to acquire professional services of a Licensed Site Remediation Professional (LSRP) to conduct an investigation of various areas of concern (AOC's) in the area where new permanent bleachers are to be installed at Foley Field; and

WHEREAS, the need for a LSRP for this project is required as part of the grant requirement of the Green Acres Program; and

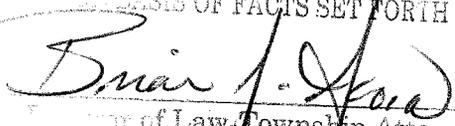
WHEREAS, the Township desires to make this appointment under the provisions of *N.J.S.A. 19:44A-20.5*, as a non-fair and open contract; and

WHEREAS, the Township Engineer has determined that the value of these services may exceed \$17,500.00; and

WHEREAS, this contract will end upon the completion of the project; and;

WHEREAS, Pennjersey Environmental Consulting, Inc., 2034 East Wellington Road, Newtown, PA 18940 (hereinafter "Professional") has submitted the attached proposal indicating they will provide the necessary services; and

WHEREAS, the Professional has completed and submitted a Business Entity Disclosure Certification (Engineer has held for a minimum of ten days) which certifies they have not made any reportable contributions to a political or candidate committee in the Township of Bloomfield

AS TO FORM AND PROCEDURE  
BASIS OF FACTS SET FORTH  
  
of Law Township Attorney

in the previous one year and that the contract will prohibit the Professional from making any reportable contributions during the term of the contract; and

**WHEREAS**, the Director of Finance has certified that funds are available to cover the cost of these services within Capital Account # C-04-55-923-947.

**NOW, THEREFORE, BE RESOLVED**, that the Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey authorizes the Township Engineer to enter into a contract with the Professional as described herein; and

**BE IT FURTHER RESOLVED**, that no minimum payment is implied or guaranteed; and

**BE IT FURTHER RESOLVED**, that the Business Entity Disclosure Certification, the Township Engineer's Determination of Value, the proposal of the Professional and the contract itself be placed on file with this resolution; and

**BE IT FURTHER RESOLVED**, that the above documents shall be available for public inspection at the office of the Township Clerk during regular business hours; and

**BE IT FURTHER RESOLVED**, that Township reserves the right to cancel this contract upon thirty (30) days notice and the Professional shall only be paid for the work completed on a pro-rated amount if the contract calls for a monthly retainer; and

**BE IT FURTHER RESOLVED**, that a notice of this action shall be printed once in the official newspaper of the Township of Bloomfield.

\*...\*...\*...\*

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on February 21, 2012.

*Louise M. Polyzano*

Municipal Clerk of the Township of Bloomfield

*Raymond J. Curran*

Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 1499						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted						
<input type="checkbox"/> Adopted as Amended						
<input type="checkbox"/> Defeated						
<input type="checkbox"/> Withdrawn						
<input type="checkbox"/> Tabled						
<input checked="" type="checkbox"/> Approved	Elias Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Approved by Consensus	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Not Discussed	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled with No Vote	Michael Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Discussed	Peggy O'Boyle Dunigan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Bernard Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Raymond McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



*Pennjersey Environmental Consulting, Inc.*

2034 East Wellington Road, Newtown, PA 18940  
phone: (215) 860-1231 fax: (215) 860-9988

February 2, 2012  
(electronic mail only)

Paul D. Lasek, P.E.  
Township Engineer  
Township of Bloomfield  
1 Municipal Plaza  
Bloomfield, New Jersey 07003

**Re: Proposal & Contract for LSRP Oversight Services  
Foley Field Sports Complex  
29 James Street, Block 577, Lot 2  
Bloomfield Township, Essex County, New Jersey 07003**

Dear Mr. Lasek:

In reference to our telephone conversation and review of reports provided for our use, Pennjersey Environmental Consulting, Inc. (PEC) is pleased to present you with the following proposal and contract to provide environmental consulting services related to the subject matter.

#### **BACKGROUND**

Bloomfield Township is in the process of replacing the spectator stands at the referenced site through grant money to be obtained from the New Jersey Department of Environmental Protection (NJDEP) Green Acres Program. The release of funds is dependent upon receipt of a Response Action Outcome (RAO) from a Licensed Site Remediation Professional (LSRP) and there is an outstanding letter from the agency regarding areas of concern (AOCs) to be addressed.

PEC is familiar with the site, having provided LSRP oversight services for the renovation of the football field and surrounding cinder track resulting in issuance of a Restricted Use AOC-Specific RAO in December 2011. According to the NJDEP letter, the AOCs of interest are the presence of historic fill that underlies the entire site and the status of a UST removal in the 1990s. The historic fill is known to be present and must be addressed. A review of the NJDEP Data Miner shows that the UST issue was closed in 1997 and the matter can likely be resolved simply through a file review at the agency offices in Trenton.

Based on currently available NJDEP guidance, the matter of historic fill is suitable for closure through imposition of institutional and engineering controls in the form of a deed notice and cap. The procedure for such actions under the LSRP track is to design and install a cap over the area, prepare and record a deed notice, apply to the NJDEP for a Soil Remedial Action Permit and, upon issuance of that permit, issue an RAO. Some research and discussion with the agency will be needed to determine the suitability of the current grass cover over most of the site as an engineering control. Given the known constraints on elevation based on land use regulations, PEC has authorized similar capping in the past.

There are, of course, a number of additional forms to be completed and actions to be taken, but the above provides the general approach to be followed.

This represents our full understanding of the situation. Should any of the above statements prove inaccurate, the scope, timing and/or cost of services may require alteration.

## **1. SCOPE OF WORK**

Pennjersey Environmental Consulting, Inc. (PEC) will perform the following tasks related to the referenced facility:

- a. Conduct an initial visit for site familiarization and review all analytical data generated to date for compliance with the Technical Requirements for Site Remediation (TRSR) and the Administrative Requirements for Remediation of Contaminated Sites (ARRCS);
- b. Conduct whatever historical investigation it deems necessary to ensure that all necessary data is included in its site evaluation; should additional sampling be required to comply with those regulations, PEC will identify those needs and arrange for the necessary work;
- c. Investigate the need for additional ground water sampling based on the expanded area of the deed notice. The data currently available should be sufficient but the matter will be discussed with the NJDEP. If necessary, arrange and oversee acquisition of ground water samples from beneath the AOC.
- d. Oversee installation of the engineering control(s) as needed.
- e. Prepare a deed notice for recordation with the Essex County Register of Deeds & Mortgages;
- f. Prepare a Remedial Action Report detailing all sampling reviewed and/or conducted and conclusions; submit the RAR and deed notice with an application for a Soil Remedial Action Permit to the NJDEP;
- g. Upon approval of the permit, ensure that the necessary Financial Assurance is in place and that all fees due to the NJDEP have been paid.
- h. Issue an AOC-Specific RAO covering the new construction.

The Client will provide PEC with access to the site as needed.

The above scope of work represents all proposed activities to be accomplished in this phase of work.

## **2. COST AND PAYMENT TERMS**

PEC will perform the above scope of work on a time-and-materials basis. At this time, the cost is not expected to exceed Twenty-Five Thousand Dollars (\$25,000.00) without prior Client approval. This price includes the specific items detailed above, as well as all travel time and reproduction costs in accordance with this proposal.

Upon execution of this Agreement, the Client shall forward to PEC an initial payment in the amount of Three Thousand Dollars (\$3,000.00) to be drawn down as the work progresses. Invoices thereafter will be issued on a 30-day or milestone basis as appropriate and are due upon presentation.

**3. TIMING**

PEC will begin work on receipt of an executed copy of this Service Agreement when accompanied by the initial payment requested above and the completed LSRP Retention or Dismissal Form included in the transmittal of this document. PEC will schedule and conduct the work as expeditiously as possible.

**4. LSRP CONSIDERATIONS**

In accordance with the SRRA, the highest responsibility of an LSRP is to protect human health and safety and the environment. That statute imposed strict limitations on the activities of an LSRP, including the responsibility to report any contamination on-site. PEC reserves the right of final determination on the selection of any subcontractors retained for environmental work.

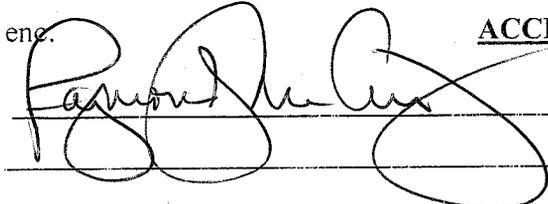
Client understands that this legal obligation may put the LSRP in conflict with its perceived best interests. Additional information on this interaction is included in the accompanying Terms and Conditions of Service.

This Service Agreement is being transmitted by electronic mail only. If you find it acceptable, please have an executed original signature returned to my attention along with the initial payment identified above and the LSRP Retention Form.

I thank you for the opportunity to present this information and look forward to assisting your Client in this matter. Please feel free to call me with any questions or comments you may have.

Very truly yours,  
***Pennjersey Environmental Consulting, Inc.***

  
Richard J. Katz, M.S., LSRP  
President

enc. **ACCEPTED BY:**  
 \_\_\_\_\_ (sign) \_\_\_\_\_ (date)  
\_\_\_\_\_ (print)  
\_\_\_\_\_ (title)  
\_\_\_\_\_ (client)

# **PEC** Pennjersey Environmental Consulting, Inc.

2034 East Wellington Road, Newtown, PA 18940  
phone (215) 860-1231 fax (215) 860-9988

## **TERMS & CONDITIONS OF SERVICE**

These Terms and Conditions of Service are part of the Agreement under which Services are to be performed by Pennjersey Environmental Consulting, Inc. (PEC) for Client. "Agreement" as used herein shall mean the Proposal, these Terms and Conditions, Supplemental Conditions (if any) and the Fee Schedule.

### **SECTION 1: Scope of Work**

- a. The Scope of Work shall include all services provided by PEC, which are reasonably necessary and appropriate for the effective and prompt fulfillment of PEC's obligations under the Agreement, it being expressly provided that all such services provided shall be invoiced and paid for in accordance with Section 3, below.
- b. It is understood that the Scope of Work and time schedule defined in the Proposal are based on information provided by Client. If this information is incomplete or inaccurate, or if unexpected conditions are discovered, the Scope of Work may change, even as the work is in progress. If Client requests additional services or when a change in the Scope of Work or time schedule is necessary, a written amendment to the Agreement shall be executed by Client and PEC as soon as is practicable and consent to such amendments shall not be unreasonably withheld or delayed. PEC may, in its sole discretion, delay transmittal of any documents to Client until any such necessary amendments are executed by Client.

### **SECTION 2: Standard of Care**

Services performed by PEC under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document or otherwise. In particular, these considerations apply to any Services conducted within the licensed site remediation professional program and any resulting response action outcome (RAO) issued by PEC.

### **SECTION 3: Payment Terms**

Unless otherwise stated, invoices are payable upon presentation. Each invoice shall be considered a separate and independent transaction, and payment made accordingly. Where payment is not made within 30 days of invoice date, Client agrees to pay interest of 1½% per month on the unpaid balance. In the event that PEC finds it necessary to refer an unpaid invoice(s) to an outside collection agency or attorney, the client agrees to pay all costs of collection including, if necessary, reasonable attorney fees.

### **SECTION 4: Right of Entry**

- a. Client hereby grants, or agrees to obtain for, PEC and its subcontractors or agents the right to enter from time to time the property owned by Client and/or others in order for PEC to fulfill the

scope of services included in the Agreement. Client understands that use of exploration equipment may cause some reasonable disturbance or damage to the Property, the correction of which is not part of this Agreement or any obligation of PEC. Client understands that the discovery of wetland areas or uncertain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against PEC and its subcontractors or agents, and agrees to defend, indemnify and hold PEC harmless from any claim or liability for injury or loss allegedly arising from procedures associated with surface and subsurface exploration activities or discovery of wetlands or of hazardous materials or suspected hazardous materials. In addition, Client agrees to hold harmless, indemnify and compensate PEC for any time spent or expenses incurred by PEC in defense of any such claim with compensation to be based upon PEC's prevailing fee schedule and expense reimbursement policy.

b. If subsurface investigation is included within the Proposal, PEC shall not be liable for damage or injury from damage to subterranean structures (pipes, tanks, cables or other utilities, etc.) which are not specifically identified or located by Client to PEC.

c. Any exploration, testing, surveys and analysis associated with the Proposal will be performed for the Client's sole use, and PEC is not responsible for interpretation by others of the information developed. The Client recognizes that surface and subsurface conditions on the entire Project site may vary from those encountered in selected sample borings, delineations, surveys or explorations and the information and recommendations developed by PEC are based solely on the information available from such borings, delineations, surveys and explorations.

#### **SECTION 5: Client Disclosures**

a. The Client shall notify PEC of any known or suspected hazardous substances, which are or may be related to the services to be provided.

b. Following any disclosure as set forth in the preceding paragraph, or if any hazardous substances are discovered or reasonably suspected by PEC after its services are undertaken, PEC may, at its discretion, discontinue its services.

c. Client agrees to maintain full compliance with all provisions of governing laws, regulations and guidelines related to the work conducted by PEC. Should any mandatory timeframes be violated based on Client negligence, intransigence or any other factor, PEC may not be held liable for transition to direct oversight by the New Jersey Department of Environmental Protection (NJDEP) or any other governmental or regulatory agency.

#### **SECTION 6: Limitations of Professional Liability**

a. Client agrees to limit PEC liability to Client and all construction contractors arising from PEC's professional acts, errors or omissions in performing this Agreement, such that the total aggregate liability of PEC to all those named shall not exceed the total fee for the services rendered on this Project.

b. Documents, including but not limited to, technical reports, original boring logs, field data, field notes, laboratory test data, calculations and estimates furnished to the Client or its agents pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without PEC's written consent will be at Client's sole risk and without liability to PEC or to PEC's contractor(s) and Client shall indemnify and hold harmless PEC and PEC's contractor(s) from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from.

c. Under no circumstances shall PEC be liable for extra work or other consequences due to changed conditions or for costs related to failure of the construction contractor or material men or service providers to install work in accordance with the plans and specifications.

d. Should an RAO issued by PEC be reviewed by the NJDEP or other governmental or regulatory agency and additional work be required based on that review, all costs related to that additional work shall be borne by the Client if those activities are in addition or an extension to the work previously performed. If the additional work is due to rejection of work conducted and/or overseen by PEC and approved by PEC, the additional costs will be borne by PEC.

**SECTION 7: Dispute Resolution**

All claims, disputes or controversies arising out of, or in relation to, the interpretation, application or enforcement of this Agreement shall be decided through arbitration, as adopted and described by the then most current rules of the American Arbitration Association.

**SECTION 8: Termination**

Client or PEC may terminate this Agreement for breach of this Agreement or for any other reasons that may arise. In the event of termination, the party effecting termination shall so notify the other party and termination will become effective thirty (30) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, PEC shall promptly render to Client a final invoice and Client shall immediately remunerate PEC for services rendered and costs incurred in accordance with PEC's prevailing fee schedule and expense reimbursement policy, except that if PEC terminates and the Client has not breached, then PEC shall not be entitled to any payment. Services shall include those rendered up to the time of termination as well as those associated with providing Client with project documents.

**SECTION 9: General Provisions**

a. Headings: Headings of particular paragraphs are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the paragraphs to which they refer.

b. Severability: The invalidity or unenforceability of any of the various terms, provisions and covenants herein shall in no manner affect or impair the validity or enforceability of the remainder hereof.

c. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and PEC shall survive the completion of services and the termination of this Agreement

d. This agreement shall be interpreted according to the laws of the State of New Jersey.

**SECTION 10: Waiver**

a. No waiver of the terms, conditions and covenants of this Agreement shall be binding and effective unless the same shall be in writing signed by the parties.

b. A waiver of any breach of the terms, conditions and covenants of this Agreement shall be for that one time only and shall not apply to any subsequent breach.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first set forth above.

# **PEC** Pennjersey Environmental Consulting, Inc.

2034 East Wellington Road, Newtown, PA 18940  
phone: (215) 860-1231 fax: (215) 860-9988

## **FEE SCHEDULE**

<b><u>Title</u></b>	<b><u>Hourly Rate</u></b>
Principal -- expert testimony, depositions	\$360
Principal -- LSRP practice	\$180
Principal -- general consulting services	\$160
Senior Project Manager	\$100-140
Professional Geologist	\$100-140
Senior Engineer	\$90-110
Project Manager	\$80-100
Field Geologist	\$80-120
Wetlands Biologist	\$80-120
Field Technician / Supervisor	\$50-80

No charge is made for routine administrative costs such as telephone service, standard postage, copying and similar matters.

Local travel by automobile may be billed at \$0.50 per mile plus tolls and parking.

Subcontracts and non-routine expenses will be billed at cost plus 15%.

Rates are subject to change on 30 days notice.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8

**RECEIVED**  
FEB 6 - 2012  
ENGINEERING DEPT.  
TOWNSHIP OF BLOOMFIELD

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the professional/business entity has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 1, 2012 to any of the following named elected officials, candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Bloomfield as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Elected Officials	Committees
Mayor Ramond J. McCarthy	Bloomfield Democratic Committee
Councilman Bernard Hamilton	Elias N Chalet for Councilman
Councilman Elias N. Chalet	The Ray McCarthy Election Fund
Councilwoman Peggy O'Boyle-Dunigan	The Election Fund of Nicholas Joanow
Councilman Michael J. Venezia	Friends of Carlos Bernard Councilman
Councilman Nicholas Joanow	Margaret O'Boyle-Dunigan Election Fund
Councilman Carlos Bernard	The Election Fund of Michael Venezia
	The Committee to Elect the McCarthy Team
	Friends in Support of Bernard Hamilton
	Bloomfield Town Council Candidates - Carlos Bernard & Elias N. Chalet

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address
RICHARD J. KATZ	2034 E. WELLINGTON RD, NEWTOWN PA 18940-3708

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity:

Signed: [Signature]  
Print Name: RICHARD J. KATZ

Title: PRESIDENT, PENNJERSEY ENVIRONMENTAL CONSULTING INC  
Date: 2/4/2012

Subscribed and sworn before me this 4 day of February, 2012.

My Commission expires: 10/13/2014

[Signature]  
(Affiant)  
Michael Berk, Notary Public  
(Print name & title of affiant) (Corporate Seal)

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
MICHAEL BERK, Notary Public  
Newtown Boro., Bucks County  
My Commission Expires October 13, 2014

ENGINEERING DEPARTMENT  
ONE MUNICIPAL PLAZA  
Room 203

Paul D. Lasek, P.E.  
Township Engineer



TOWNSHIP OF BLOOMFIELD  
Bloomfield, New Jersey 07003-3487

TELEPHONE  
973 • 680 • 4009

FAX  
973 • 748 • 3520

## ACTIVITY SUMMARY FOR CONSTRUCTION OF FOLEY FIELD BLEACHERS

### JANUARY 24, 2012

- As-built/topographic survey has been completed. This will be utilized for the design of the bleachers and preparation of bid documents.
- Received the Green Acres Project Agreements on December 19, 2011. Authorizing Resolution for Green Acres Agreement adopted on January 2, 2012. Agreement to be forwarded back to NJDEP Green Acres by January 27, 2012.
- Funding will not be officially available until the agreements are fully executed by the NJDEP Green Acres Program.
- While waiting for the anticipated funding, the engineering department is currently engaged with two vendors for the preparation of bid documents for aluminum bleachers. The current concepts include seating for between 1,700 and 2,060 spectators. The concepts also include a press box. Design will be ADA compliant.
- The following is an anticipated time line for the project:
  - February 15, 2012 -- Completion of Preliminary Design Drawings for review and approval by the Engineering Department.
  - March 1, 2012 - Completion of Final bid documents.
  - March 5, 2012 - Receive Authorization to Bid from the Mayor and Council.
  - March 8, 2012 - Advertise for Bid.
  - March 20, 2012 - Open Bids.

March 26, 2012 - Adopt Resolution of Award. (Action item for Council conference Meeting).

April 16, 2012 - Begin construction of Project.

June 16, 2012 - Substantial Completion of Project.

June 21, 2012 - Graduation.

The above schedule is aggressive. It is also dependent upon finalizing the funding with Green Acres, weather conditions and availability/delivery of materials. At this time the Engineering Department will adhere to the schedule and may need to make adjustments based upon the factors indicated.

If you have any questions, please call the Engineering Department at 973-680-4130.