

R-22-272
TOWNSHIP OF MONTCLAIR

RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ATLANTIC ENVIRONMENTAL CONSULTING SERVICES, LLC FOR A LICENSED SITE REMEDIATION PROFESSIONAL (LSRP) ASSOCIATED WITH SITE REMEDIATION WORK AT THE WATER BUREAU YARD AT 54 WATCHUNG AVENUE AND ON BURNSIDE STREET

December 20, 2022

WHEREAS, the Township wishes to contract for the services of a Licensed Site Remediation Professional (LSRP) in association with the site remediation work at the Montclair Water Bureau Yard located at 54 Watchung Avenue, which also includes Burnside Street; and

WHEREAS, the Site Remediation Reform Act N.J.S.A. 58:10C requires that all remediation parties are required to retain a LSRP; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5, authorizes the Township to enter into contracts for professional services without public bidding; and

WHEREAS, Atlantic Environmental Consulting Services, LLC is qualified by the State of New Jersey to perform professional services as a Licensed Site Remediation Professional; and

WHEREAS, this contract is being awarded as a non-fair and open contract in accordance with the requirements of N.J.S.A. 19:44A-20.5 et seq.; and

WHEREAS, Atlantic Environmental Consulting Services, LLC will complete and submit a Business Entity Disclosure Certification certifying that they have not made any reportable contributions to any political or candidate committee in the Township of Montclair in the previous one-year period, and the subject contract will prohibit said corporations from making any reportable contributions during the term of this contract; and

WHEREAS, the funds for this contract have been appropriated in the following budget accounts:

Ord. #	Account Description	Account Number	Amount
19-016	Remediation	07-215-19-016-007	\$10,604.00
21-0 22	Burnside Cleanup	07-215-21-022-002	\$2,296.00

NOW THEREFORE, BE IT RESOLVED by the Council of the Township of Montclair, in the County of Essex, that the Acting Township Manager be and is hereby authorized to execute an agreement with Atlantic Environmental Consulting Services, LLC of 5 Mountain Boulevard, Suite 12, Warren, N.J. 07059 to provide Licensed Site Remediation Professional (LSRP) services associated with site remediation work at the Water Bureau Yard at 54 Watchung Avenue and on Burnside Street, for a sum not to exceed \$12,900.00; and

BE IT FURTHER RESOLVED that, pursuant to N.J.A.C. 5:30-5.5(b), prior to placing any order for goods or services in accordance with this Resolution, a certification of available funds shall be executed by the Chief Financial Officer and attached to the file copy of the purchase order or other similar document; and

**TOWNSHIP OF MONTCLAIR
RESOLUTION R-22-272**

BE IT FURTHER RESOLVED that the Mayor and Township Clerk be and they are hereby authorized to execute and attest an agreement with Atlantic Environmental Consulting Services, LLC in accordance with this resolution, subject to final approval by the Township Attorney; and

BE IT FURTHER RESOLVED that notice shall be published in the official newspaper stating the nature, duration, service and amount of the agreement and that copies of this Resolution and the Agreement are on file and available for inspection in the Office of the Township Clerk.

ROLL CALL VOTE						
COUNCIL MEMBER	MOVANT	SECOND	YES	NO	ABSTAIN	ABSENT
Councilor Cummings			✓			
Deputy Mayor Hurlock			✓			
Councilor Price Abrams			✓			
Councilor Russo			✓			
Councilor Schlager			✓			
Councilor Yacobellis		✓	✓			
Mayor Spiller	✓		✓			

I HEREBY CERTIFY the foregoing to be a true copy of Resolution R-22-272 adopted by the Mayor and Council of the Township of Montclair, in the County of Essex, at its meeting held on December 20, 2022.


 Angelese Bermúdez Nieves, Township Clerk



Township of Montclair

205 Claremont Avenue

Montclair, NJ 07042

tel: 973-509-4984

fax: 973-509-0370



Chief Financial Officer
Director of Finance

CERTIFICATION OF FUNDS

I HEREBY CERTIFY THAT THE TOWNSHIP OF MONTCLAIR HAS UNENCUMBERED FUNDS ON HAND FOR THE PAYMENT OF SERVICES, GOODS, AND/OR MERCHANDISE AS STATED IN THE FOLLOWING CONTRACT:

PURPOSE OF CONTRACT

Services for Licensed Site Remediation

Professional (LSRP)

**TOTAL AMOUNT OF CONTRACT
SUBJECT TO APPROPRIATIONS IN
BUDGET**

\$ 12,900.00

ACCOUNT NUMBER (S)

07-215-19-016-007

07-215-21-022-002

NAME AND ADDRESS OF COMPANY

Atlantic Environmental Consulting Svcs

5 Mountain Boulevard - Suite 12

Warren, New Jersey 07059

Nada R. Akmal *Comptroller for*
Padmaja Rao, CPA, RMA, CMFO
Chief Financial Officer
Director of Finance

Date: 11/23/2022

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this _____ day of _____, 20__ between the Township of Montclair, a body politic and corporate of the State of New Jersey (the "Township") and the following professional service provider ("Provider"):

Name of Provider: Atlantic Environmental Consulting Services, LLC

Office Address: 5 Mountain Boulevard, Suite 12, Warren, New Jersey 07059

Professional License Type: _____ License #: _____

WHEREAS, it is agreed as follows:

1. **Services.** Provider shall provide the Township of Montclair with professional services as directed by the Township Manager or Township Attorney. The services to be performed shall include _____ and all services as outlined in the attached proposal dated _____. The services shall also include other matters as assigned.

2. **Term.** The term of this agreement shall be 1/1/2022 through 12/31/2022. The term may not exceed one year.

3. **Compensation.** Provider shall be compensated as follows:

Fixed amount (s): \$ _____

Hourly rate: \$ _____

Total shall not exceed: \$ 12,900.00

The Township shall not be charged for the time spent by Provider preparing, reviewing or discussing its bill for or with the Township. The Township shall also not be charged for Provider's clerical staff.

4. **Disbursements.** In addition to fee income but included in the "not to exceed" limit, the Provider will be entitled to payment or reimbursement for the reasonable costs and expenses incurred hereunder on the Township's behalf.

5. **Estimates.** Although Provider will, upon the Township's request, furnish estimates of fees and costs that are anticipated, the parties understand that these estimates are by their nature inexact.

6. **In-House Costs.** The Township shall not be charged for in-house costs for photocopies at a rate greater than ten cents per copy, the line and usage charges for telephone calls, e-mails, or facsimiles.

7. **Billing.** Fees and expenses will be billed monthly upon submission of periodic vouchers accompanied by a statement of services rendered. No payment under this contract shall be made until Provider claiming same presents a detailed bill of items on demand specifying particularly how the bill is made up upon a Township voucher form with the Certification of Provider claiming

that it is correct, together with a Certification of some officer or duly designated employee of the Township that said goods have been received or the services rendered to the Township. The Township shall not be obligated to pay fees and expenses not billed within sixty (60) days of when incurred.

8. **Communication.** Upon request, Provider shall provide a written update for the Township; Provider including a brief description of activity to date, the current status of matters outstanding, what developments are expected during the current quarter and billing information.

9. **Severability of Provisions.** If any provision of this agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or to other circumstances.

10. **Waiver of Breach.** The waiver by the Township of any breach of any term or condition of this agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition of this contract.

11. **Discrimination.** The provisions of N.J.S.A. 10:2-1 through 10:2-4, inclusive, relating to discrimination in employment on public contracts, and rules and regulations promulgated thereunder, are incorporated into the terms and conditions of Provider's retention and made a part of hereof.

12. **Affirmative Action.** Attachment A containing the Affirmative Action requirements is incorporated herein.

13. **Americans with Disabilities Act.** Attachment B containing the Americans with Disabilities Act requirements is incorporated herein.

14. **Political Contribution Disclosure.** Attachment C containing the requirements for a non-fair and open contract is incorporated herein.

This contract has been awarded to the Provider based on the merits and abilities of the Provider to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the Provider does hereby attest that the Provider, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township if a member of that political party is serving in an elective public office of the Township when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

15. **Conflicts of Interest.** During the period of this agreement, the Provider and all entities with which it is engaged shall not accept engagements, do work, for any entity, private or governmental, for work or services in the Township which deal with the functioning, operations, grants, studies, litigation, appearances before its bodies and officials, developmental applications or public work

which will be considered a conflict with the agreement. As a public entity, the Township cannot waive a conflict of interest. Provider agrees to notify the Township Attorney immediately if a conflict arises or is discovered during the term of or in the course of performing the services pursuant to this Agreement.

16. **Confidentiality.** Provider agrees that all reports and conclusions are for the confidential use and information of the Township and that Provider will not disclose the conclusions, in whole or in part, to any person or persons whatsoever.

17. **Termination.** Either party shall have the right to terminate this Agreement, with or without cause, upon providing not less than thirty (30) days prior written notice to the other party. This agreement shall be binding on the heirs, successors, and assigns of each party hereto.

18. **Notices.** All notice given pursuant to this Agreement shall be in writing and delivered by mailing same, by regular mail, lawyers' service or some other method of overnight delivery to the respective parties at the address set forth below:

Atlantic Environmental Consulting Services, LLC
5 Mountain Boulevard – Suite 12
Warren, New Jersey 07059
Attn:

Township of Montclair
Township Manager's Office
205 Claremont Avenue
Montclair, New Jersey 07042

Township of Montclair
Township Attorney's Office
205 Claremont Avenue
Montclair, New Jersey 07042

19. **Hold Harmless.** The Provider specifically agrees to save and hold the Township harmless from all acts of negligence by the Provider which may arise out of this Agreement. This relationship created by this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed so as to create a partnership or any other employee/employer relationship between the parties. Provider agrees to abide by all requirements contained in the "Local Public Contracts Law," N.J.S.A. 40:11-1 et seq. and to all Local, State and Federal laws in effect during the term of this Agreement.

20. **Insurance.** The Provider shall be responsible to maintain all insurance which is required by the laws of the State of New Jersey. The Provider shall maintain professional liability insurance in the amount of at least \$1,000,000.00 at all times during the term of this Agreement.

21. **Agreement.** Provider's signature on this agreement constitutes acceptance of the foregoing terms and conditions, and if applicable, ratification of those terms and conditions in connection with work already performed. This agreement constitutes the entire understanding concerning the Township's engagement of Provider and cannot be modified except in a writing signed by both parties.

22. **Additional Provisions.** None Attached

IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the dates set forth below.

ATLANTIC ENVIRONMENTAL
CONSULTING SERVICES, LLC

Thomas R. Hunt, Ph.D.
Provider's Name:

WITNESS:

Michael S. Weary
Name:

TOWNSHIP OF MONTCLAIR

Brian Scantlebury
Brian Scantlebury
Acting Township Manager

ATTEST:

Name:

Authority:

This Agreement was approved on December 20, 2022 by
Resolution Number R-22-272 of the governing body of the Township of Montclair.

Angelese Bermúdez Niéves
Angelese Bermúdez Niéves
Township Clerk

ATLANTIC

Environmental Consulting Services, L.L.C.

5 Mountain Boulevard, Suite 12

Warren, NJ 07059

(908) 755-2240

Fax (908) 755-2263

October 10, 2022

Mr. Gary Obszarny
Director, Montclair Water and Sewer Authority
54 Watchung Avenue
Montclair, NJ 07043

Re: Scope for 2022 LSRP Environmental Services
Montclair Water and Sewer Authority
NJDEP PI # 011763 Case # 96-11-17-1730-31

Dear Mr. Obszarny:

Atlantic Environmental Consulting Services, L.L.C. (Atlantic) is pleased to submit this proposed scope to perform continuing LSRP environmental services associated with the former 1000-gallon underground storage tank (UST) system located at the Montclair Water and Sewer Authority, 54 Watchung Avenue, Montclair, New Jersey. The following contains a brief summary of our proposed Scope of Work and Cost Estimate for the site.

PROJECT STATUS

The effort to remediate the release from the former 1000-gallon leaded gasoline UST has continued. A vapor intrusion study was completed and the results were provided to the residents. The Remedial Action Work Plan (RAWP) that evaluated, selected the remedy and provided for the implementation of the remedial action was finalized and submitted to the NJDEP. Bids for the remediation of the site using electrical resistance heating have been issued and the selection of a contractor is pending.

SCOPE OF WORK

The items of work conducted and to be provided by the LSRP are listed in the following tasks.

Task 1 – Completion of the RAWP Document

Gannett Fleming (GF) took the lead in the preparation of the RAWP. The LSRP provided input and guidance during the preparation of the document. The appropriate remedial action (electrical resistance heating - ERH) was proposed for the site. The various remedial action requirements including permitting, construction activities, post remedial activities, potential operations and maintenance and post remediation monitoring were included in the document. The RAWP was submitted to the NJDEP in addition to other required documents.

Task 2 – Site Visits

A site visit is allocated during/following the bidding process for the electrical resistive heating system. Another site visit may be necessary for a project meeting.

Task 3 - Other Activities

Review and evaluate vapor intrusion study data, updated free product map and provide comments. Evaluate compliance assessment for the remaining AOCs that were identified for the site. Discussion of bid documents and response to questions.

Provide liaison with GF personnel in relation to site activities. Provide project administration, management and budgeting activities.

Task 4 – Review of bid package

The bid package will be reviewed prior to resubmission to bidders. An evaluation will be made to determine that the project information in the bid package is appropriate.

COST ESTIMATE

The following estimated costs are anticipated for the continuing LSRP Scope of work for the site. The billing rate for the LSRP of \$195 .

Task 1 RAWP Document	\$3,500
Task 2 Site Visits	\$1,200
Task 3 Other Site Activities	\$6,200
Task 4 Review of bid package	<u>\$2,000</u>
Total	\$ 12,900.

Work will be conducted on a time and material basis. Charges will be billed monthly until the scope of work is complete.

SCHEDULE

It is anticipated that the project tasks noted above will be completed by the end of December 2022.

The LSRP for the project, Thomas R. Hundt, Ph.D., will continue the LSRP activities that he has been performing

ASSUMPTIONS

The following assumptions were used to develop the scope of work and estimated costs.

- The work will be performed in conjunction with GF. GF will take the lead on the various documents that are required by the NJDEP and Atlantic's LSRP will work in conjunction with GF on each aspect of the project.

Atlantic appreciates the opportunity to continue to provide LSRP environmental services for the Montclair Water and Sewer Authority. Thank you for your consideration of the updated scope of work.

If the Scope of Work and the Cost Estimate are acceptable, please sign and return copies to our office. If you have any questions, please contact me at 908-755-2240.

Sincerely,



Thomas R. Hundt, Ph.D., LSRP
President

Print Name: _____

Signature: _____

Date: _____

Authorized Agent

ATLANTIC ENVIRONMENTAL CONSULTING SERVICES

BILLING RATES

AND

PROPOSAL FOR SERVICES

Table 1
ATLANTIC ENVIRONMENTAL CONSULTING SERVICES L.L.C.
SCHEDULE OF LABOR RATES FOR
Township of Montclair
January 1, 2023 to December 31, 2023

<u>Personnel Classification</u>	<u>Straight Time</u>	<u>Overtime Rate</u>
Administrative Assistant	\$ 65.00	\$ 65.00
CADD Operator, Senior	\$ 100.00	\$ 100.00
CADD Operator	\$ 80.00	\$ 80.00
Geologist	\$ 105.00	\$ 105.00
Geologist, Senior, LSRP	\$ 190.00	\$ 190.00
Engineer	\$ 130.00	\$ 130.00
Engineer, Senior	\$ 195.00	\$ 195.00
Modeler	\$ 120.00	\$ 120.00
Senior Modeler	\$ 160.00	\$ 160.00
Principal, Ph.D., LSRP	\$ 195.00	\$ 195.00
Senior Project Manager	\$ 190.00	\$ 190.00
Project Manager	\$ 150.00	\$ 150.00
Senior Scientist	\$ 135.00	\$ 135.00
Project Scientist	\$ 115.00	\$ 115.00
Environmental Scientist	\$ 105.00	\$ 105.00
Technician	\$ 62.00	\$ 93.00
Technician, Senior	\$ 90.00	\$ 135.00
Word Processor	\$ 60.00	\$ 90.00

Expert testimony, depositions and court will be billed 1.5 times the individual rate.

Table 1
ATLANTIC ENVIRONMENTAL CONSULTING SERVICES L.L.C.
SCHEDULE OF EQUIPMENT RATES FOR
Township of Montclair
January 1, 2023 to December 31, 2023

Equipment

<u>ITEM</u>	<u>DAY</u>
Thermo Organic Vapor Meter	\$ 85.00
Water Level Meter	\$ 25.00
Submersible Pump	\$ 50.00
Air Sampling Pump	\$ 25.00

Other Expenses

<u>ITEM</u>	
Mileage (per mile)	Federal rate (\$0.655/mile) + 15% Admin & Handling
Field Truck (daily plus mileage)	\$ 30.00
Copying per page	\$ 0.10
Other Direct Costs	Cost + 15% Administration and Handling
Subcontractors (labs, driller etc.)	Cost + 15% Administration and Handling
Communication Charge (computer, phone and fax)	.03 x invoiced labor charges
Overnight Express Mail	Cost + 15% Administration and Handling
Per diem	Cost + 15% Administration and Handling

ATLANTIC

Environmental Consulting Services, L.L.C.

5 Mountain Boulevard, Suite 12
Warren, NJ 07059
(908) 755-2240
Fax (908) 755-2263

October 10, 2022

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Sincerely,



Thomas R. Hundt, Ph.D., LSRP
President

Print Name: _____

Signature: _____

Date: _____

Authorized Agent