RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT THROUGH A
FAIR & OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ
TO GZA GEOENVIRONMENTAL, INCORPORATION, 501 OFFICE CENTER DRIVE, SUITE
220, FORT WASHINGTON, PENNSYLVANIA, 19034 TO CONDUCT A REMEDIAL
INVESTIGATION, REMEDIAL ACTION SELECTION AND REMEDIAL ACTION
PLANNING OF THE FORMER NEW METHOD DRY CLEANERS IN AN AMOUNT NOT TO
EXCEED $125,715.00 – RFP2016-31

WHEREAS, the City has a need for Professional Services to conduct a Remedial Investigation,
Remedial Action Selection and Remedial Action Planning of the Former New Method Dry Cleaners for the
City of Trenton, Department of Housing and Economic Development for a period of one year; and

WHEREAS, a request for proposal was advertised, and thirteen (13) proposals were received on
September 7, 2016 and were evaluated by a committee based on criteria that included experience, understanding
of requirements and cost; and

WHEREAS, the proposal of GZA GeoEnvironmental, Inc., 501 Office Center Drive, Suite 220,
Fort Washington, PA 19034 was deemed to include the necessary qualifications and expertise for the
performance of the services at the rates listed in the proposal; and

WHEREAS, funds in an amount not to exceed $125,715.00 have been certified to be available in
account number(s): C-04-10-60-035B-002 ($26,350.11) and G-FF-12-60-063B-290 ($99,364.89).

NOW, THEREFORE IT IS RESOLVED, by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a professional service contract with
   GZA GeoEnvironmental, Inc., 501 Office Center Drive, Suite 220, Fort Washington, PA 19034
   in an amount not to exceed $125,715.00 for a period of one (1) year.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contract Law at

3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and
   the Resolution and contract shall remain on file in the City Clerk’s Office.

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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on

MAY 4 2017

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP # 2016-31
RESOLUTION # 17-212

THIS CONTRACT, made this 5th day of MAY 2017 by and between the City of Trenton, a Municipal Corporation of the State of New Jersey, ("City") and GZA GEOENVIRONMENTAL INCORPORATED, SUITE 407, FAIRFIELD, NEW JERSEY 07004 ("CONTRACTOR")

WHEREAS, the City has a need for PROFESSIONAL SERVICES to conduct Remedial Investigation, Feasibility Studies (Remedial Actions Selection) and Remedial Action Planning of the Former New Method Cleanser/Custom Heleniuming Site, 300-310 Prospect Street, Trenton, New Jersey for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, Contractor agrees to provide PROFESSIONAL SERVICES to conduct Remedial Investigation, Feasibility Studies (Remedial Actions Selection) and Remedial Action Planning of the Former New Method Cleanser/Custom Heleniuming Site, 300-310 Prospect Street, Trenton, New Jersey for the City of Trenton, Department of Housing and Economic Development in terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

1. PROFESSIONAL SERVICES: The City of Trenton agrees to award a contract to GZA GeoEnvironmental, Inc., Suite 407, Fairfield, NJ 07004 to conduct Remedial Investigation, Feasibility Studies (Remedial Actions Selection) and Remedial Action Planning of the Former New Method Cleanser/Custom Heleniuming Site, 300-310 Prospect Street, Trenton, New Jersey for the City of Trenton, Department of Housing and Economic Development.

2. SCOPE OF SERVICES: –

The City of Trenton acquired, through tax foreclosure in March 2015, a dry cleaning establishment that operated at 300-310 Prospect Street, Trenton, New Jersey. This property contains soil and groundwater substantially impacted by tetrachloroethylene (PCE) and associated chlorinated volatile organic compounds (CVOCs) from historic dry cleaning and leather cleaning operations. Recent investigations conducted by the United States Environmental Protection Agency (EPA), on behalf of the City of Trenton, has identified probable DNAPL impacts up to 40 feet below grade. Groundwater impact extends well beyond the site boundaries. A small stream located adjacent to the site contains surface water impacted by low levels of CVOCs. The PCE plume also extends under the stream. This professional services proposal is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.

Ultimately, the City intends to obtain state and federal grant funds to remediate the site to the extent possible, and to conduct long-term monitoring of on-site and off-site impacts. The site is located in an NJDEP-approved Brownfields Development Area and eligible for New Jersey’s Hazardous Discharge Site Remediation Fund (HDSRF) funds for investigation and remediation.
The City of Trenton is an innocent landowner by way of its involuntary acquisition of the site and is exempt from strict liability with the Spill Act and CERCLA. The City of Trenton is voluntarily acting as the remediating party of this site. The City of Trenton is exempt from NJDEP's mandatory timeframes and certain other NJDEP requirements under the SRRA. The City of Trenton reserves the right to discontinue its status as a voluntary remediating party. A Licensed Site Remediation Professional (LSRP) has not been selected or retained by the City of Trenton, but an LSRP will be provided under this contract to meet the requirements of the SRRA, the HDSRF program and other requirements.

1.1 Purpose
The purpose of this Request for Proposal is to contract with a technically-experienced environmental consulting firm, qualified and experienced in DNAPL and CVOC site characterization, remedial design and remediation, to provide support to the City’s Brownfields Program. The support will result in the consultant: 1) preparing and implementing a plan to adequately characterize the site for remedial action selection and future remediation; 2) proposing the most technically feasible, efficient and effective remediation strategy for this site; and 3) providing a complete specification for remediation system design, operation, optimization and monitoring.

1.2 Project Description
The City of Trenton is issuing this RFP to perform various technical consulting and engineering tasks that will be comprised of:

1) Reviewing available environmental reports, files and data to identify data gaps that present an obstacle to completing an effective remedial strategy for the site;
2) Collecting and evaluating additional data from various environmental media and identified in the data gap analysis, including, as necessary;
   a. Chemical data
   b. Geotechnical data
   c. Biochemical data
   d. Hydrogeologic data
   e. Other physical or other parameters
   f. Field, pilot or bench scale tests
3) Performing remedial alternative analysis and remedial action selection to determine the most efficient and effective remediation strategy;
4) Preparing a comprehensive Remedial Investigation, Remedial Alternative Analysis and Remedial Action Selection (Feasibility Study) Report and a Remedial Action Workplan; and
5) Providing technical support to the City of Trenton in the preparation and review of subsequent remediation bid specifications, especially:
   a. Specifications ("recipes") for any in situ or other materials or chemicals used for remediation, engineering controls or other uses;
   b. Specifications for remediation equipment, especially limitations, capacities and performance standards or specifications;
   c. Performance standards for any remediation system or remedial activity;
   d. Plans for routine operation and maintenance, system optimization, monitoring and long-term stewardship;
   e. Health and safety issues, risk analysis and risk mitigation
The City of Trenton’s Brownfields Program will subsequently prepare grant applications for remediation funding from available state and federal sources. The City will manage future procurement for: 1) a remediation contractor (through a public bid or professional service contract, depending upon the technologies specified to be employed); and 2) professional oversight of the remediation subcontractor and continued LSRP oversight (professional services contract). The City currently maintains adequate capital resources to complete this RI/RAW phase of work and is expecting to fully fund this work and be subsequently reimbursed through HDSRF and other grant funds.

4. **DURATION OF THE CONTRACT:** This contract shall remain in full force and shall be awarded in an amount not to exceed $125,715.00 for a period of one year.

5. **COMPENSATION:** All work performed by the Contractor according to the attached scope of services. The Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing.

In no event during the terms of this Contract, Contractor’s billings shall hereunder exceed the amount set forth in Resolution No. #17-212 which is incorporated herein by reference. In the event Contractor anticipates exceeding the aforesaid contract amount, the Independent Contractor, shall give prior written notice to the City of Trenton, Department of Housing and Economic Development.

6. **STATUS OF CONTRACTOR:** It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.

7. **NOTICES:** Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.

8. **INTEGRATION:** RFP# 2016-31 and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract.

9. **ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.

10. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

11. **MISCELLANEOUS PROVISIONS:**
a. Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

b. Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation.

c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.

d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5:2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5:2, amended and supplemented from time to time.

e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

f. Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are take without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.
g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

h. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17-27:

1. Appropriate evidence that the Independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.


3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4.
Seal

Attest:

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

ATTEST:

DWAYNE M. HARRIS
MUNICIPAL CLERK

CITY OF TRENTON

ERIC E. JACKSON
MAYOR