RESOLUTION

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 EVIROS CAN, INCORPORATED, 1051 COLUMBIA AVENUE LANCASTER, PENNSYLVANIA 17603 TO CONDUCT A GEOPHYSICAL INVESTIGATION IN ACCORDANCE WITH INDUSTRY STANDARDS AT THE HISTORIC LOCUST HILL CEMETERY SITE, HART AND OAK STREETS IN AN AMOUNT NOT TO EXCEED $5,150.00 – RFP2016-33

WHEREAS, the City has a need for Professional Services to conduct a Geophysical Investigation in accordance with industry standards at the Historic Locust Hill Cemetery Site, Hart and Oak Streets 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 eleven (11) proposals were received on August 9, 2016 and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the proposal of Enviroscan, Inc., 1051 Columbia Avenue, Lancaster, PA 17603 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 $5,150.00 have been certified to be available in account number C-04-10-60-035B-002.

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 services contract with Enviroscan, Inc., 1051 Columbia Avenue, Lancaster, PA 17603 for a period of one year; in an amount not to exceed $5,150.00.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contract Law at N.J.S.A. 40:69A-163.

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 "JAN 05 2017"

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP # 2016-33
RESOLUTION # 17-08

THIS CONTRACT, made this 6th day of JANUARY 2017 by and between the City of Trenton, a Municipal Corporation of the State of New Jersey, ("City") and ENVIROSCAN, INCORPORATED, 1051 COLUMBIA AVENUE, LANCASTER, PENNSYLVANIA 17603 ("CONTRACTOR")

WHEREAS, the City has a need for PROFESSIONAL SERVICES, to Conduct a Geophysical Investigation in accordance with Industry Standards at the Historic Locust Hill Cemetery Site, Hart Ave and Oak Street for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, Contractor agrees to provide PROFESSIONAL SERVICES, to Conduct a Geophysical Investigation in accordance with Industry Standards at the Historic Locust Hill Cemetery Site, Hart Ave and Oak Street 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 agrees to award a contract to Enviroscan Inc., 1051 Columbia Ave, Lancaster, PA 17603 for the City of Trenton, Department of Housing and Economic Development.

2. SCOPE OF SERVICES:
   The purpose of the geophysical survey is to locate and/or mark out:
   
   1) Areas of historic fill overlying native soil;  
   2) Evidence of potential 19th century and early 20th century graves;  
   3) Evidence of buried headstones, grave markers, vaults or other cemetery features  
   4) Evidence of other buried anomalies (tanks, pipes, utilities, etc.)

   The scope of work shall be completed in accordance with industry standard practices for geophysical investigations in potentially historic locations.

   In addition to the geophysical survey, the scope of work requires the collection of shallow soil samples to evaluate the quality of historic fill at the site. The existence of historic fill is assumed based on visual observations and historic use.

   The City of Trenton intends to commemorate this historic location as passive open space, being part of the Assunpink Greenway.

2. DURATION OF THE CONTRACT: This contract shall remain in full force and shall be awarded in an amount not to exceed $5,150.00.
3. **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. #17-8 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 Public Works, Trenton Water works.

4. **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.

5. **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.

6. **INTEGRATION:** RFP# 2016-33 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.

7. **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.

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

9. **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 taken 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.

ENVIROSCAN, INCORPORATED
1051 COLUMBIA AVENUE
LANCASTER, PENNSYLVANIA 17603

Seal

Attest: [Signature]

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

ATTEST:

RICHARD M. KACHMAR
CITY CLERK

CITY OF TRENTON

ERIC E. JACKSON
MAYOR

2-7-17
DATE

DATE