RESOLUTION

RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO EXCEL ENVIRONMENTAL RESOURCES, 111 NORTH CENTER DRIVE, NORTH BRUNSWICK, NEW JERSEY 08902 FOR ENVIRONMENTAL ENGINEERING AND CONSULTING IN ACCORDANCE WITH STATE REQUIREMENTS TO CONDUCT A SOIL AND GROUNDWATER INVESTIGATION AT THE FORMER CRANE SITE (P&G TRADING CO.), LOCATED AT 305 N. CLINTON AVENUE, TRENTON, NJ FOR THE DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT FOR A PERIOD OF ONE YEAR IN AN AMOUNT NOT TO EXCEED $24,213.33 – RFP# 2016-34

WHEREAS, the City of Trenton has a need for Environmental Engineering and Consulting for the Department of Housing and Economic Development; and

WHEREAS, a request for proposals was advertised, and fifteen (15) proposals were received on August 23, 2016 and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of Excel Environmental Resources, 111 N. Center Dr., North Brunswick, NJ 08902 was deemed to have the necessary qualifications and expertise for the performance of the services at the rates budgeted and;

WHEREAS, funds in an amount not to exceed $24,213.33 for a period of one year have been certified to be available in the following accounts number G-FF-12-60-064B-290.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Trenton, that:

1. The Mayor is authorized to enter into contract with Excel Environmental Resources, 111 N. Center Dr., North Brunswick, NJ 08902 for a period of one year in an amount not to exceed $24,213.33.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-41.

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 NOV 2 2 2016

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT  
RFP # 2016-34  
RESOLUTION 16-707

THIS CONTRACT, made this 22ND day of NOVEMBER 2016, by and between the City of Trenton, a Municipal Corporation of the State of New Jersey, ("City") and EXCEL ENVIRONMENTAL RESOURCES, 111 NORTH CENTER DRIVE, NORTH BRUNSWICK, NJ 08902 ("CONTRACTOR")

WHEREAS, the City has a need for ENVIRONMENTAL ENGINEERING AND CONSULTING SERVICES for Building Condition Assessments for Due Diligence Purposes for Roebling Block 2 for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, Contractor agrees to provide ENVIRONMENTAL ENGINEERING AND CONSULTING SERVICES 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 Excel Environmental Resources, 111 North Center Drive, North Brunswick, NJ 08902 to Conduct a Soil and Groundwater Investigation at the Former Crane Site (P & G Trading Co.) located at 305 N. Clinton Avenue, Trenton, NJ for a period of one (1) year for the City of Trenton, Department of Housing and Economic Development.

2. SCOPE OF SERVICES:— SCOPE OF WORK

1.0 GENERAL DESCRIPTION

1.1 Project Description
The City of Trenton (the City) issued a Request for Proposals (RFP) to perform a Remedial Investigation at a portion of the former Crane site (P & G Trading Company) located at 2 Ott Street, Trenton, New Jersey. The site is privately-owned and the City of Trenton retains responsibility for closure of the existing NJDEP Case. Prior investigations of the site were conducted circa 1993 to 2001. The sole Area of Concern (AOC) to be addressed is an area of light non-aqueous phase liquids (LNAPL) in soil and groundwater. This area of concern was originally designated as TP-2, corresponding to a former test pit location where elevated TPH was discovered and NAPL was observed in the vadose (unsaturated) zone. A thick black viscous LNAPL was observed in existing monitoring well MW-1 contained. However, this well was observed to have a cracked and displaced casing and is to be abandoned and replaced.

The scope of work shall be completed in accordance with the regulatory requirements of the New Jersey Department of Environmental Protection (NJDEP). This work will be conducted under the oversight of a Licensed Site Remediation Professional (LSRP) that will be designated by the City prior to issuance of this contract.

The scope of work includes the following tasks:

- Prepare a Quality Assurance Project Plan/Sampling and Analysis Plan (QAPP/SAP), and a site-specific health and safety plan (HASP);
- Conduct a Soil Investigation for EPH and LNAPL in an area (approximately 120’ x 100’) that was previously investigated for TPH and where TPH values ranged from ND to 34,900 mg/kg at depths ranging from 5.5 to 12 feet below grade (VNH; October 3, 2000);
• Abandon and replace existing MW-1, and install two new groundwater monitoring wells (MW-3 and 4) to investigate residual LNAPL; and
• Prepare a Remedial Investigation (RI) report in accordance with NJDEP requirements that includes recommendations for additional investigations and remedial actions in accordance with state regulations and based on the results of the RI.

It is expected that this work may lead to the use of engineering and institutional controls to close the case.

2. DURATION OF THE CONTRACT: This contract shall remain in full force and shall be awarded in an amount not to exceed $24,213.33 for a period of one year.

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. 16-707 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# 2016-34 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 nonbinding, 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.
EXCEL ENVIRONMENTAL RESOURCES
111 NORTH CENTER DRIVE
NORTH BRUNSWICK, NJ 08902

Seal!

Attest: Nancy Beckendorf

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

ATTEST: RICHARD M. KACHMAR
          CITY CLERK

DATE

CITY OF TRENTON

ERIC E. JACKSON
      MAYOR

DATE

DATE