RESOLUTION No. 18-513

Date of Adoption: AUG 02 2018

Being duly sworn, I do hereby certify that the following Resolution is a true and accurate copy of the Resolution which was considered and adopted at the meeting of the City Council of the City of Trenton held on AUG 02 2018.

Approved as to Form and Legality

CITY ATTORNEY

COUNCILMAN/WOMAN

Councilman/woman

Approved as to Form and Legality

CITY ATTORNEY

Presented to the City Council of the City of Trenton by

MELISSA M. BLOCK

Vice Mayor

RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.4 ET SEQ., TO LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, 300 KIMBALL DRIVE, PARSIPPANY, NEW JERSEY 07054 FOR ENVIRONMENTAL ENGINEERING, CONSULTING AND LSRP SERVICES IN AN AMOUNT NOT TO EXCEED $44,411.00- RFP 2018-19

WHEREAS, the City has a need for Professional Environmental Engineering Services for Consulting and LSRP Services for the Completion of Remediation Observation and Response Action Outcome Work for the Former Anthony Storcella and Sons, Inc., Property 21 Nottingham Way for a Period of One (1) Year for the City of Trenton, Department of Housing and Economic Development; and

WHEREAS, a request for proposal was advertised, and nine (9) proposals were received on May 3, 2018, and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of Langan Engineering and Environmental Services, 300 Kimball Drive, Parsippany, New Jersey 07054 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 $44,411.00 have been certified to be available in Capital account number: C-04-10-60-035B-002-001.

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 contract with Langan Engineering and Environmental Services, 300 Kimball Drive, Parsippany, New Jersey 07054 the Completion of Remediation Observation and Response Action Outcome Work for the Former Anthony Storcella and Sons, Inc., Property 21 Nottingham Way in an amount not to exceed $44,411.00 for the City of Trenton, Department of Housing and Economic Development.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.

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 AUG 02 2018

Karyl M. Brick

President of Council

AUG 02 2018

City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP2018-19
RESOLUTION 18-513

THIS CONTRACT, made this 8th day of JUNE 2018 by and between the CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 a Municipal Corporation of the State of New Jersey, ("City") and LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, 300 KIMBALL DRIVE, PARSIPPANY, NEW JERSEY 07054 ("CONTRACTOR").

WHEREAS, the City has a need for PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES for Consulting and LSRP Services for Completion of Remediation Observation and Response Action Outcome Work for the Former Anthony Storcella and Sons, Inc., Property, 21 Nottingham Way for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, Contractor agrees to provide PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES for the City of Trenton, Department of Housing and Economic Development in accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

1. **FINANCIAL CONSULTING SERVICES:**
The City agrees to retain LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, 300 KIMBALL DRIVE, PARSIPPANY, NEW JERSEY 07054 the request of and under the general supervision of the City of Trenton, Department of Housing and Economic Development.

2. **SCOPE OF SERVICES**

   SEE ATTACHED SCOPE OF SERVICES

DURATION OF THE CONTRACT:
This contract shall remain in full force and effect for a period of one (1) year from time of award in an amount not to exceed $44,411.00.

3. **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.

4. **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.

5. **INTEGRATION:** Resolution #18-513 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 with the City of Trenton, Department of Administration.

6. **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.
7. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

8. **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

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

ATTEST:

DWAYNE M. HARRIS
MUNICIPAL CLERK

DATE 9/11/18

CITY OF TRENTON

W. REED GUSCIORA, ESQ.
MAYOR

DATE 8/27/18
in the 1890s for textile manufacturing. Thereafter, the site was used for rubber manufacturing, coal and horticultural supply sales, livestock feed sales, and as a machine and repair facility. Several structures including a wood office building, two-story block and sheet metal warehouse, and block storage shed were present on the northern portion of the property until 2010, when they were almost completely demolished. Remaining at the site is the steel support structure and concrete slab foundation of the former warehouse.

Environmental investigations were completed at the site between 2001 and 2012 and identified multiple areas of concern (AOCs), including above ground storage tanks (ASTs), warehouse features (drains, storage areas), loading dock, storage shed, and railroad trestles. Soil impacted with polycyclic aromatic hydrocarbons (PAHs), metals, and polychlorinated biphenyls (PCBs) above the applicable NJDEP criteria was identified.

Prior reports prepared for this site include:

- Draft Background Memorandum (Foster Wheeler Environmental Corp., May 2001)
- Site Investigation Report (Langan Engineering and Environmental Services, July 2003)
- Remedial Investigation Report and Remedial Action Workplan (Langan Engineering and Environmental Services, April 2012)
- Preliminary Assessment (PA), Site Investigation (SI) and Remedial Investigation (RI) Report Addendum (Langan Engineering and Environmental Services, Anticipated April 2018) and Groundwater Classification Exemption Area designation
- Remedial Investigation Workplan Addendum (Langan Engineering and Environmental Services, Anticipated April 2018)

C. Proposed Redevelopment: The City is planning to redevelop the property primarily as open space, and will include lawn areas, landscaping, paved walking trails, and a concrete terrace off the rear of the former warehouse structure.

SECTION 3: CONSULTANT SCOPE OF SERVICES — GENERAL REQUIREMENTS

1. Project Coordination

A. The City will designate a Project Manager (referred to as the “City Representative”), who shall have the authority to inspect all work and materials on the Project, and to stop work on the Project when it appears to the City Representative that the requirements of the Consultant Scope of Services are not being met.

   1. The City Representative shall have the authority to reject any work or deliverables which do not meet the requirements of the Scope of Services in the judgment of the City Representative. Any such rejected work shall be redone in a professional manner conforming to the requirements of the Consultant Scope of Services.
2. The City Representative shall have the authority to decide questions and make interpretations in regard to issues which arise under the Contract.

B. Cooperate with the City Representative, and immediately report to the City Representative any questionable or obvious error or omission that may be contained in the Consultant Scope of Services. Do not proceed with work until the City Representative has resolved the error or omission.

C. Cooperate with City Representative in allocation of mobilization areas at the Property; for project access, traffic, and parking facilities.

D. Comply with City Representative's procedures for project communications; submittals, reports and records, schedules, drawings, and recommendations; and resolution of ambiguities and conflicts.

2. **Coordination with Others**

   A. The primary goal of the project described herein is to provide the City with an RAO and associated remediation permits. Therefore, the selected Consultant must work in close coordination with other parties that are working on the property, in particular the City’s Remedial Contractor.

3. **Contract Modification Procedures**

   A. Minor Changes to The Work: Supplemental instructions authorizing minor changes in the scope of work, not involving an adjustment to Contract Sum or Contract Time, may be issued by the City Representative.

   B. Stipulated Sum Change Orders:

      1. Consultant may propose a change by submitting a request for change to City Representative, describing proposed change and full effect on Work, with a statement describing reason for change, and effect on Contract Sum and Contract Time with full documentation.

      2. Document each quotation for a change in cost or time with sufficient data to allow evaluation of quotation. Provide data to support computations:

         a. Origin and date of claim

         b. Quantities of products, labor, and equipment

         c. Taxes and insurance

         d. Overhead and profit

         e. Justification for change in Contract time

         f. Credit for deletions from Contract, similarly documented

4. Change shall be based on Consultant’s price quotation, or Consultant’s request for a Change Order as accepted by City Representative and City.

C. Time and Material Change Orders:

1. Submit itemized account and supporting data after completion of authorized change, within two (2) weeks.

2. Maintain detailed records of work done on a time and material basis. Provide full information needed for evaluation of proposed changes, and to substantiate costs of changes in Work. Provide data to support computations:
   a. Date and time work was performed, by whom
   b. Time records and wage rates paid
   c. Quantities of products, labor, and equipment
   d. Invoices and receipts for products, equipment, and subcontracts, similarly documented

D. Unit Price Change Orders:

1. For pre-determined unit prices and quantities, Change Order will be executed on a fixed unit price basis.

2. For unit costs or quantities of units of work that are not pre-determined, execute Work under a Construction Change Directive.

3. Changes in Contract Sum or Contract Time shall be computed as specified for Time and Material Change Order.

E. Change Directives:

1. City Representative may issue a document instructing Consultant to proceed with a change in work, for subsequent inclusion in a Change Order.

2. Document will describe changes in Work, and will designate method of determining change in Contract Sum or Contract Time.

3. City Representative may issue a Proposal Request that includes a detailed description of a proposed change. Consultant shall prepare and submit an estimate within ten (10) days, including a proposed change in Contract Time for executing change and period of time during which requested price will be considered valid. (Consultant shall endeavor to not delay project as a result of requested changes.)

4. Promptly execute change in Work.

F. Correlation of Consultant Submittals:

1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust Contract Sum.
2. Promptly revise progress schedules to reflect changes in Contract Time, revise sub-
schedules to adjust time for other items of work affected by change, and resubmit.

4. Authorities Having Jurisdiction

A. Authorities Having Jurisdiction (definition): A person or agency who has the delegated authority
to determine, mandate, and enforce code requirements established by jurisdictional governing
bodies regarding this project. This term includes, but is not necessarily limited to:

1. City of Trenton
2. County of Mercer
3. State of New Jersey
   (a) New Jersey Department of Environmental Protection (NJDEP)

B. The Consultant shall be responsible for identifying all Authorities Having Jurisdiction over the
activities specified in the Consultant Scope of Services, verifying requirements, maintaining
appropriate levels of communication and coordination, and providing all reports, forms,
certifications and other documentations required by the Authorities Having Jurisdiction during
the course of the work.

C. The Consultant shall identify all required permits and other approvals for all work included in
this Scope of Services and identify all such permit and approvals in their Proposal. The
Consultant shall complete and submit all permit applications and pay all required permit and
remediation fees at no additional cost to the City.

5. Payment Procedures

A. Consultant applications for payment may be submitted not more than once every thirty (30) days.

B. Deliver to the City Representative prior to the submittal of the first invoice a proposed Schedule
of Values that divides the Scope of Services and Contract Sum into milestones or project tasks in
sufficient detail to facilitate continued evaluation of invoices and progress reports. Use the Price
Form in this RFP as a guide to establish line items for the Schedule of Values. Round amounts
for each line item to nearest whole dollar; total shall equal the Contract Sum. Invoicing shall be
on a lump sum / percentage completed or unit cost basis as per the Scope of Services and Price
Form. Arrange Schedule of Values consistent with format of AIA Document G703 or similar.

C. Each pay application shall be accompanied by a progress statement summarizing the progress
made in the billing period and the progress completed to date. The Consultant shall be
responsible to provide all necessary documentation as proof of performance of work completed
during the payment period or any other proof of performance that may be required by the City
Representative.