

# RESOLUTION

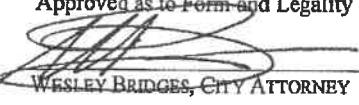
No.

22-570

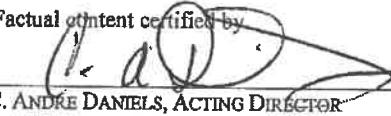
Date of Adoption

MAR 03 2022

Approved as to Form and Legality

  
WESLEY BRIDGES, CITY ATTORNEY

Factual content certified by

  
C. ANDRE DANIELS, ACTING DIRECTOR  
DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

Councilman/woman

presents the following Resolution:

## RESOLUTION AUTHORIZING CHANGE ORDER #1 TO THE CONTRACT WITH PARS ENVIRONMENTAL TO CONDUCT ENVIRONMENTAL REMEDIATION OF PETROLEUM (LNAPL) IN SOIL AND GROUNDWATER AT THE FEDERATED METALS SITE, ENTERPRISE AVENUE

WHEREAS, Resolution 21-095 authorized a contract with PARS Environmental to provide for the of soil and groundwater at the Federated Metals Site to the City of Trenton, in the amount of \$268,398.95; and

WHEREAS, during the performance of said contract conditions were discovered that: 1) increased the number of field days required to extract petroleum from the water table; 2) increased the depth of required contaminated soil excavation and disposal; 3) required additional sampling and laboratory analysis of waste classification and post-excavation soil samples; and 4) required additional petroleum recovery and disposal; and

WHEREAS, the changes will not alter the contract in such a manner as to nullify the effect of the competitive determination of lowest responsible bidder which was made at the time of the contract award; and

WHEREAS, the amount of this change order is \$83,299.44. No previous change orders have been authorized. The total amount of this change order is more than 20% of the original contract. The revised total contract amount is \$351,698.39.

WHEREAS, funds have been certified to be available in C-04-13-60-018G-004;

**NOW, THEREFORE, IT IS RESOLVED**, by the City Council of the City of Trenton that Change Order #1 to the contract with PARS Environmental hereby authorized.

|          | Aye | Nay | Abstain | Absent |           | Aye | Nay | Abstain | Absent |        | Aye | Nay | Abstain | Absent |
|----------|-----|-----|---------|--------|-----------|-----|-----|---------|--------|--------|-----|-----|---------|--------|
| Wilkins  | ✓   |     |         |        | MUSCHAL   | ✓   |     |         |        | MCBRIE |     |     |         |        |
| CALDWELL | ✓   |     |         |        | RODRIGUEZ | ✓   |     |         |        |        |     |     |         |        |
| WILSON   |     |     |         |        | VAUGHN    |     |     |         |        |        |     |     |         |        |
| HARRISON | ✓   |     |         |        |           |     |     |         |        |        |     |     |         |        |

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

MAR 03 2022

President of Council

  
City Clerk

# RESOLUTION

No. 22-570

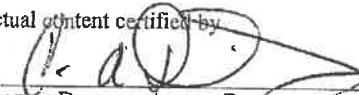
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presents the following Resolution:

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**WHEREAS**, Resolution 21-095 authorized a contract with PARS Environmental to provide for the of soil and groundwater at the Federated Metals Site to the City of Trenton, in the amount of \$268,398.95; and

**WHEREAS**, during the performance of said contract conditions were discovered that: 1) increased the number of field days required to extract petroleum from the water table; 2) increased the depth of required contaminated soil excavation and disposal; 3) required additional sampling and laboratory analysis of waste classification and post-excavation soil samples; and 4) required additional petroleum recovery and disposal; and

**WHEREAS**, the changes will not alter the contract in such a manner as to nullify the effect of the competitive determination of lowest responsible bidder which was made at the time of the contract award; and

**WHEREAS**, the amount of this change order is \$83,299.44. No previous change orders have been authorized. The total amount of this change order is more than 20% of the original contract. The revised total contract amount is \$351,698.39.

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|----------|-----|-----|---------|--------|-----------|-----|-----|---------|--------|---------|-----|-----|---------|--------|
| Wilkins  | ✓   |     |         |        | MUSCHAL   | ✓   |     |         |        | MCBRIDE |     | ✓   |         |        |
| CALDWELL |     |     |         |        | RODRIGUEZ | ✓   |     |         |        |         |     |     |         |        |
| WILSON   | ✓   |     |         |        | VAUGHN    |     | ✓   |         |        |         |     |     |         |        |
| HARRISON | ✓   |     |         |        |           |     |     |         |        |         |     |     |         |        |

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

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# RESOLUTION

No.

21-570

Approved as to Form and Legality

WESLEY BRIDGES, CITY ATTORNEY

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Councilman/woman \_\_\_\_\_ presents the following Resolution:

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**WHEREAS**, Resolution 21-095 authorized a contract with PARS Environmental to provide for the of soil and groundwater at the Federated Metals Site to the City of Trenton, in the amount of \$268,398.95; and

**WHEREAS**, during the performance of said contract conditions were discovered that: 1) increased the number of field days required to extract petroleum from the water table; 2) increased the depth of required contaminated soil excavation and disposal; 3) required additional sampling and laboratory analysis of waste classification and post-excavation soil samples; and 4) required additional petroleum recovery and disposal; and

**WHEREAS**, the changes will not alter the contract in such a manner as to nullify the effect of the competitive determination of lowest responsible bidder which was made at the time of the contract award; and

**WHEREAS**, the amount of this change order is \$83,299.44. No previous change orders have been authorized. The total amount of this change order is more than 20% of the original contract. The revised total contract amount is \$351,698.39.

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|                    | Aye | Nay | Abstain | Absent |           | Aye | Nay | Abstain | Absent |         | Aye | Nay | Abstain | Absent |
|--------------------|-----|-----|---------|--------|-----------|-----|-----|---------|--------|---------|-----|-----|---------|--------|
| BLAKELEY           |     |     |         |        | MUSCHAL   |     |     |         |        | MCBRIDE |     |     |         |        |
| CALDWELL<br>WILSON |     |     |         |        | RODRIGUEZ |     |     |         |        |         |     |     |         |        |
| HARRISON           |     |     |         |        | VAUGHN    |     |     |         |        |         |     |     |         |        |

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President of Council

City Clerk

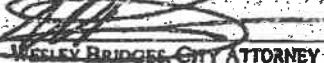
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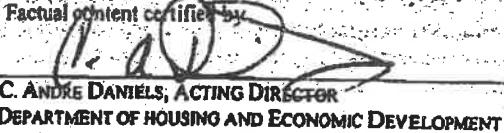
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**WHEREAS**, Resolution 21-095 authorized a contract with PARS Environmental to provide for the of soil and groundwater at the Federated Metals Site to the City of Trenton, in the amount of \$268,398.95; and

**WHEREAS**, during the performance of said contract conditions were discovered that: 1) increased the number of field days required to extract petroleum from the water table; 2) increased the depth of required contaminated soil excavation and disposal; 3) required additional sampling and laboratory analysis of waste classification and post-excavation soil samples; and 4) required additional petroleum recovery and disposal; and

**WHEREAS**, the changes will not alter the contract in such a manner as to nullify the effect of the competitive determination of lowest responsible bidder which was made at the time of the contract award; and

**WHEREAS**, the amount of this change order is \$83,299.44. No previous change orders have been authorized. The total amount of this change order is more than 20% of the original contract. The revised total contract amount is \$351,698.39.

**WHEREAS**, funds have been certified to be available in C-04-13-60-018G-004;

**NOW, THEREFORE, IT IS RESOLVED**, by the City Council of the City of Trenton that Change Order #1 to the contract with PARS Environmental hereby authorized.

|                    | Aye | Nay | Abstain | Absent |           | Aye | Nay | Abstain | Absent |         | Aye | Nay | Abstain | Absent |
|--------------------|-----|-----|---------|--------|-----------|-----|-----|---------|--------|---------|-----|-----|---------|--------|
| BLAKELEY           |     |     |         |        | MUSCHAL   |     |     |         |        | MCBRIDE |     |     |         |        |
| CALDWELL<br>WILSON |     |     |         |        | RODRIGUEZ |     |     |         |        |         |     |     |         |        |
| HARRISON           |     |     |         |        | VAUGHN    |     |     |         |        |         |     |     |         |        |

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

President of Council

City Clerk

RESOLUTION #21-570  
CHANGE ORDER #1 TO CONDUCT ENVIRONMENTAL REMEDIATION OF PETROLEUM (LNAPL) IN SOIL AND  
GROUNDWATER AT THE FEDERATED METALS SITE, ENTERPRISE AVENUE  
FOR THE  
CITY OF TRENTON, DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT  
BID2020-84

**THE AGREEMENT** made this 7<sup>TH</sup> day of **FEBRUARY 2022**, by and between the **CITY OF TRENTON**, a municipal corporation, of the State of New Jersey, with principal offices located at **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** (hereinafter the "City") and **PARS ENVIRONMENTAL (A MONTROSE GROUP COMPANY)**, **500 HORIZON DRIVE, SUITE 540, ROBBINSVILLE, NEW JERSEY 08691** (hereinafter "CONTRACTOR")

**WHEREAS**, Resolution 21-095 awarded a contract on March 18, 2021, to PARS Environmental (A Montrose Group Company), 500 Horizon Drive, Suite 540, Robbinsville, New Jersey 08691 for Environmental Remediation of LNAPL Petroleum Soil and Groundwater located at 300 Enterprise Avenue, Trenton, New Jersey for a period of one (1) year in an amount not to exceed \$268,398.95 for the City of Trenton, Department of Housing and Economic Development; and

**WHEREAS**, Resolution No. #21-570 dated January 7, 2022 authorized change order #1 to PARS Environmental (A Montrose Group Company), 500 Horizon Drive, Suite 540, Robbinsville, New Jersey 08691 to conduct environmental remediation of petroleum (LNAPL) in soil and groundwater at the Federated Metals Site, Enterprise Avenue in the amount of \$83,299.44; and

**WHEREAS**, during the performance of said contract conditions were discovered that: 1) increased the number of field days required to extract petroleum from the water table; 2) increased the depth of required contaminated soil excavation and disposal; 3) required additional sampling and laboratory analysis of waste classification and post-excavation soil samples; and 4) required additional petroleum recovery and disposal; and

**WHEREAS**, the changes will not alter the contract in such a manner to nullify the effect of the competitive determination of lowest responsible bidder which was made at the time of the contract award; and

**NOW THEREFORE**, the parties mutually agree as follows:

1. The total amount of the change order #1 shall be in an amount not to exceed \$83,299.44. The total amount of this change order is less than 20% of the original contract.; and
2. The Mayor is hereby authorized change order #1 with PARS Environmental (A Montrose Group Company), 500 Horizon Drive, Suite 540, Robbinsville, New Jersey 08691 for said purposes in the manner prescribed by law. The total of the project with change order#1 of \$83,299.44 is \$351,698.39.

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

ATTEST:

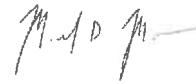
  
Brandon L. Garcia, RMC  
MUNICIPAL CLERK

Witness:

03/25/2022

DATE

CITY OF TRENTON  
  
HONORABLE W. REED GUSCIORA, ESQ.

  
PARS ENVIRONMENTAL (A MONTROSE GROUP COMPANY)  
500 HORIZON DRIVE, SUITE 540  
ROBBINSVILLE, NEW JERSEY 08691

Michael Moore, PG, LSRP  
Regional VP/Authorized Representative

1. **RESOLUTION OF PROGRAM NON-COMPLIANCE AND DISALLOWED COSTS:** As applicable to all contracts, subcontracts and subgrants of amounts in excess of \$150,000. For all such Contracts, all CONTRACTORS and subcontractors agree to the following requirements:

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or City of Trenton CDBG program requirements, shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

2. **TERMINATION OF CONTRACT:** This Contract may be terminated as follows:

**TERMINATION FOR CAUSE:** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this contract shall, at the option of the City, become the City's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the CONTRACTOR, and the City may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the City from the CONTRACTOR is determined.

**TERMINATION FOR CONVENIENCE:** The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the contract is terminated by the City as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONTRACTOR, "Termination of Contract for Cause" hereof relative to termination shall apply.

3. **EQUAL EMPLOYMENT OPPORTUNITY:** As applicable to all contracts, subcontracts and subgrants that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the CONTRACTOR agrees as follows:

The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60), and the rules, regulations, and relevant orders of the Secretary of Labor.

The CONTRACTOR will not discriminate against any employee or applicant of reemployment because of age, race, creed, sex, color or national origin. The CONTRACTOR will take affirmative action to ensure that the applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

9. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. **RECORDS AND AUDITS:** The CONTRACTOR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives.

11. **RETENTION OF RECORDS:** The CONTRACTOR further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period.

12. **CLEAN AIR ACT AND CLEAN WATER ACT COMPLIANCE:** Compliance with the applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), Executive Order 11738 and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15 is required for all contracts, subcontracts and subgrants of amounts in excess of \$150,000. For all such Contracts, all CONTRACTORs and subcontractors agree to the following requirements:

- a. A stipulation by the CONTRACTOR or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- b. Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
- d. Agreement by the CONTRACTOR that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the Government may direct as a means of enforcing such provision.
- e. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

13. **ENERGY CONSERVATION PROVISIONS:** CONTRACTOR will comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

14. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1801 u):** This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. The Section 3 clause provides:

- a. Every applicant, recipient, contracting party, CONTRACTOR and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

or representative of workers with which he has a collective bargaining agreement or other contract or understanding; a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3,4)

d. CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

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

2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or

3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)

f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3)(a) (1)

g. CONTRACTOR or subcontractor 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 or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)

h. CONTRACTOR or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (3)

i. CONTRACTOR or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereunto affixed; attested by the City Clerk, and the Contractor has likewise caused this agreement to be executed the day and year first above written.

RESOLUTION # 21-570  
CHANGE ORDER #1 TO CONDUCT ENVIRONMENTAL REMEDIATION OF PETROLEUM (LNAPL) IN SOIL AND  
GROUNDWATER AT THE FEDERATED METALS SITE, ENTERPRISE AVENUE  
FOR THE  
CITY OF TRENTON, DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT  
BID2020-84

THE AGREEMENT made this 7<sup>TH</sup> day of FEBRUARY 2022, by and between the CITY OF TRENTON, a municipal corporation, of the State of New Jersey, with principal offices located at 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 (hereinafter the "City") and PARS ENVIRONMENTAL (A MONTROSE GROUP COMPANY), 500 HORIZON DRIVE, SUITE 540, ROBBINSVILLE, NEW JERSEY 08691 (hereinafter "CONTRACTOR")

WHEREAS, Resolution 21-095 awarded a contract on March 18, 2021, to PARS Environmental (A Montrose Group Company), 500 Horizon Drive, Suite 540, Robbinsville, New Jersey 08691 for Environmental Remediation of LNAPL Petroleum Soil and Groundwater located at 300 Enterprise Avenue, Trenton, New Jersey for a period of one (1) year in an amount not to exceed \$268,398.95 for the City of Trenton, Department of Housing and Economic Development; and

WHEREAS, Resolution No. #21-570 dated January 7, 2022 authorized change order #1 to PARS Environmental (A Montrose Group Company), 500 Horizon Drive, Suite 540, Robbinsville, New Jersey 08691 to conduct environmental remediation of petroleum (LNAPL) in soil and groundwater at the Federated Metals Site, Enterprise Avenue in the amount of \$83,299.44; and

WHEREAS, during the performance of said contract conditions were discovered that: 1) increased the number of field days required to extract petroleum from the water table; 2) increased the depth of required contaminated soil excavation and disposal; 3) required additional sampling and laboratory analysis of waste classification and post-excavation soil samples; and 4) required additional petroleum recovery and disposal; and

WHEREAS, the changes will not alter the contract in such a manner to nullify the effect of the competitive determination of lowest responsible bidder which was made at the time of the contract award; and

NOW THEREFORE, the parties mutually agree as follows:

1. The total amount of the change order #1 shall be in an amount not to exceed \$83,299.44. The total amount of this change order is less than 20% of the original contract.; and
2. The Mayor is hereby authorized change order #1 with PARS Environmental (A Montrose Group Company), 500 Horizon Drive, Suite 540, Robbinsville, New Jersey 08691 for said purposes in the manner prescribed by law. The total of the project with change order#1 of \$83,299.44 is \$351,698.39.

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

ATTEST:

  
Brandon L. Garcia, RMC  
MUNICIPAL CLERK

Witness:

03/25/2022

DATE

CITY OF TRENTON  
  
HONORABLE W. REED GUSCIORA, ESQ.

  
PARS ENVIRONMENTAL (A MONTROSE GROUP COMPANY)  
500 HORIZON DRIVE, SUITE 540  
ROBBINSVILLE, NEW JERSEY 08691

Michael Moore, PG, LSRP  
Regional VP/Authorized Representative

**RESOLUTION OF PROGRAM NON-COMPLIANCE AND DISALLOWED COSTS:** As applicable to all contracts, subcontracts and subgrants of amounts in excess of \$150,000. For all such Contracts, all CONTRACTORS and sub-contractors agree to the following requirements:

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or City of Trenton CDBG program requirements, shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

**2. TERMINATION OF CONTRACT:** This Contract may be terminated as follows:

**TERMINATION FOR CAUSE:** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this contract shall, at the option of the City, become the City's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the CONTRACTOR, and the City may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the City from the CONTRACTOR is determined.

**TERMINATION FOR CONVENIENCE:** The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the contract is terminated by the City as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONTRACTOR, "Termination of Contract for Cause" hereof relative to termination shall apply.

**3. EQUAL EMPLOYMENT OPPORTUNITY:** As applicable to all contracts, subcontracts and subgrants that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the CONTRACTOR agrees as follows:

The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60), and the rules, regulations, and relevant orders of the Secretary of Labor.

The CONTRACTOR will not discriminate against any employee or applicant of reemployment because of age, race, creed, sex, color or national origin. The CONTRACTOR will take affirmative action to ensure that the applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

**RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. **RECORDS AND AUDITS:** The CONTRACTOR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives.
11. **RETENTION OF RECORDS:** The CONTRACTOR further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period.
12. **CLEAN AIR ACT AND CLEAN WATER ACT COMPLIANCE:** Compliance with the applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), Executive Order 11738 and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15 is required for all contracts, subcontracts and subgrants of amounts in excess of \$150,000. For all such Contracts, all CONTRACTORs and subcontractors agree to the following requirements:
  - a. A stipulation by the CONTRACTOR or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
  - b. Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
  - c. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
  - d. Agreement by the CONTRACTOR that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the Government may direct as a means of enforcing such provision.
  - e. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.
13. **ENERGY CONSERVATION PROVISIONS:** CONTRACTOR will comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
14. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1801 u):** This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. The Section 3 clause provides:
  - a. Every applicant, recipient, contracting party, CONTRACTOR and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

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

2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or

3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)

f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3) (a) (1)

g. CONTRACTOR or subcontractor 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 or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)

h. CONTRACTOR or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (3)

i. CONTRACTOR or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment

IN WITNESS WHEREOF the City of Trenton has caused this agreement to be signed by the Mayor  
of the City of Trenton and its corporate seal to be hereunto affixed, attested by the City Clerk, and  
Contractor has likewise caused this agreement to be executed the day and year first above written.

RESOLUTION # 21-570  
CHANGE ORDER #1 TO CONDUCT ENVIRONMENTAL REMEDIATION OF PETROLEUM (LNAPL) IN SOIL AND  
GROUNDWATER AT THE FEDERATED METALS SITE, ENTERPRISE AVENUE  
FOR THE  
CITY OF TRENTON, DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT  
BID2020-84

THE AGREEMENT made this 7<sup>TH</sup> day of FEBRUARY 2022, by and between the CITY OF TRENTON, a municipal corporation, of the State of New Jersey, with principal offices located at 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 (hereinafter the "City") and PARS ENVIRONMENTAL (A MONTROSE GROUP COMPANY), 500 HORIZON DRIVE, SUITE 540, ROBBINSVILLE, NEW JERSEY 08691 (hereinafter "CONTRACTOR")

WHEREAS, Resolution 21-095 awarded a contract on March 18, 2021, to PARS Environmental (A Montrose Group Company), 500 Horizon Drive, Suite 540, Robbinsville, New Jersey 08691 for Environmental Remediation of LNAPL Petroleum Soil and Groundwater located at 300 Enterprise Avenue, Trenton, New Jersey for a period of one (1) year in an amount not to exceed \$268,398.95 for the City of Trenton, Department of Housing and Economic Development; and

WHEREAS, Resolution No. #21-570 dated January 7, 2022 authorized change order #1 to PARS Environmental (A Montrose Group Company), 500 Horizon Drive, Suite 540, Robbinsville, New Jersey 08691 to conduct environmental remediation of petroleum (LNAPL) in soil and groundwater at the Federated Metals Site, Enterprise Avenue in the amount of \$83,299.44; and

WHEREAS, during the performance of said contract conditions were discovered that: 1) increased the number of field days required to extract petroleum from the water table; 2) increased the depth of required contaminated soil excavation and disposal; 3) required additional sampling and laboratory analysis of waste classification and post-excavation soil samples; and 4) required additional petroleum recovery and disposal; and

WHEREAS, the changes will not alter the contract in such a manner to nullify the effect of the competitive determination of lowest responsible bidder which was made at the time of the contract award; and

NOW THEREFORE, the parties mutually agree as follows:

1. The total amount of the change order #1 shall be in an amount not to exceed \$83,299.44. The total amount of this change order is less than 20% of the original contract.; and
2. The Mayor is hereby authorized change order #1 with PARS Environmental (A Montrose Group Company), 500 Horizon Drive, Suite 540, Robbinsville, New Jersey 08691 for said purposes in the manner prescribed by law. The total of the project with change order#1 of \$83,299.44 is \$351,698.39.

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

ATTEST:

  
Brandon L. Garcia, RMC  
MUNICIPAL CLERK

Witness:

03/25/2022

DATE

CITY OF TRENTON  
  
HONORABLE W. REED GUSCIORA, ESQ.

  
PARS ENVIRONMENTAL (A MONTROSE GROUP COMPANY)  
500 HORIZON DRIVE, SUITE 540  
ROBBINSVILLE, NEW JERSEY 08691

Michael Moore, PG, LSRP  
Regional VP/Authorized Representative

**RESOLUTION OF PROGRAM NON-COMPLIANCE AND DISALLOWED COSTS:** As applicable to all contracts, subcontracts and subgrants of amounts in excess of \$150,000. For all such Contracts, all CONTRACTORS and subcontractors agree to the following requirements:

In the event of any dispute, claim, question, or disagreement arising from, or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or City of Trenton CDBG program requirements, shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

**2. TERMINATION OF CONTRACT:** This Contract may be terminated as follows:

**TERMINATION FOR CAUSE:** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this contract shall, at the option of the City, become the City's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the CONTRACTOR, and the City may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the City from the CONTRACTOR is determined.

**TERMINATION FOR CONVENIENCE:** The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the contract is terminated by the City as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONTRACTOR, "Termination of Contract for Cause" hereof relative to termination shall apply.

**3. EQUAL EMPLOYMENT OPPORTUNITY:** As applicable to all contracts, subcontracts and subgrants that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the CONTRACTOR agrees as follows:

The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60), and the rules, regulations, and relevant orders of the Secretary of Labor.

The CONTRACTOR will not discriminate against any employee or applicant of reemployment because of age, race, creed, sex, color or national origin. The CONTRACTOR will take affirmative action to ensure that the applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

**RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. **RECORDS AND AUDITS:** The CONTRACTOR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives.
11. **RETENTION OF RECORDS:** The CONTRACTOR further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period.
12. **CLEAN AIR ACT AND CLEAN WATER ACT COMPLIANCE:** Compliance with the applicable standards, orders or requirements issues under the Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), Executive Order 11738 and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15 is required for all contracts, subcontracts and subgrants of amounts in excess of \$150,000. For all such Contracts, all CONTRACTORs and subcontractors agree to the following requirements:
  - a. A stipulation by the CONTRACTOR or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
  - b. Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
  - c. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
  - d. Agreement by the CONTRACTOR that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the Government may direct as a means of enforcing such provision.
  - e. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.
13. **ENERGY CONSERVATION PROVISIONS:** CONTRACTOR will comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
14. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1801 u):** This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. The Section 3 clause provides:
  - a. Every applicant, recipient, contracting party, CONTRACTOR and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

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

2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or

3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)

f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3)(a) (1)

g. CONTRACTOR or subcontractor 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 or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)

h. CONTRACTOR or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (3)

i. CONTRACTOR or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton, and its corporate seal to be hereunto affixed, attested by the City Clerk, and the Contractor has likewise caused this agreement to be executed the day and year first above written.

RESOLUTION # 21-570  
CHANGE ORDER #1 TO CONDUCT ENVIRONMENTAL REMEDIATION OF PETROLEUM (LNAPL) IN SOIL AND  
GROUNDWATER AT THE FEDERATED METALS SITE, ENTERPRISE AVENUE  
FOR THE  
CITY OF TRENTON, DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT  
BID2020-84

THE AGREEMENT made this 7<sup>TH</sup> day of FEBRUARY 2022, by and between the CITY OF TRENTON, a municipal corporation, of the State of New Jersey, with principal offices located at 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 (hereinafter the "City") and PARS ENVIRONMENTAL (A MONTROSE GROUP COMPANY), 500 HORIZON DRIVE, SUITE 540, ROBBINSVILLE, NEW JERSEY 08691 (hereinafter "CONTRACTOR")

WHEREAS, Resolution 21-095 awarded a contract on March 18, 2021, to PARS Environmental (A Montrose Group Company), 500 Horizon Drive, Suite 540, Robbinsville, New Jersey 08691 for Environmental Remediation of LNAPL Petroleum Soil and Groundwater located at 300 Enterprise Avenue, Trenton, New Jersey for a period of one (1) year in an amount not to exceed \$268,398.95 for the City of Trenton, Department of Housing and Economic Development; and

WHEREAS, Resolution No. #21-570 dated January 7, 2022 authorized change order #1 to PARS Environmental (A Montrose Group Company), 500 Horizon Drive, Suite 540, Robbinsville, New Jersey 08691 to conduct environmental remediation of petroleum (LNAPL) in soil and groundwater at the Federated Metals Site, Enterprise Avenue in the amount of \$83,299.44; and

WHEREAS, during the performance of said contract conditions were discovered that: 1) increased the number of field days required to extract petroleum from the water table; 2) increased the depth of required contaminated soil excavation and disposal; 3) required additional sampling and laboratory analysis of waste classification and post-excavation soil samples; and 4) required additional petroleum recovery and disposal; and

WHEREAS, the changes will not alter the contract in such a manner to nullify the effect of the competitive determination of lowest responsible bidder which was made at the time of the contract award; and

NOW THEREFORE, the parties mutually agree as follows:

1. The total amount of the change order #1 shall be in an amount not to exceed \$83,299.44. The total amount of this change order is less than 20% of the original contract.; and
2. The Mayor is hereby authorized change order #1 with PARS Environmental (A Montrose Group Company), 500 Horizon Drive, Suite 540, Robbinsville, New Jersey 08691 for said purposes in the manner prescribed by law. The total of the project with change order#1 of \$83,299.44 is \$351,698.39.

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

ATTEST:

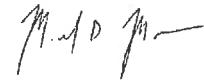
  
Brandon L. Garcia, RMC  
MUNICIPAL CLERK

Witness:

03/25/2022

DATE

CITY OF TRENTON  
  
HONORABLE W. REED GUSCIORA, ESQ.

  
PARS ENVIRONMENTAL (A MONTROSE GROUP COMPANY)  
500 HORIZON DRIVE, SUITE 540  
ROBBINSVILLE, NEW JERSEY 08691

Michael Moore, PG, LSRP  
Regional VP/Authorized Representative

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In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or City of Trenton CDBG program requirements, shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

**2. TERMINATION OF CONTRACT:** This Contract may be terminated as follows:

**TERMINATION FOR CAUSE:** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this contract shall, at the option of the City, become the City's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the CONTRACTOR, and the City may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the City from the CONTRACTOR is determined.

**TERMINATION FOR CONVENIENCE:** The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the contract is terminated by the City as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONTRACTOR, "Termination of Contract for Cause" hereof relative to termination shall apply.

**3. EQUAL EMPLOYMENT OPPORTUNITY:** As applicable to all contracts, subcontracts and subgrants that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the CONTRACTOR agrees as follows:

The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60), and the rules, regulations, and relevant orders of the Secretary of Labor.

The CONTRACTOR will not discriminate against any employee or applicant of reemployment because of age, race, creed, sex, color or national origin. The CONTRACTOR will take affirmative action to ensure that the applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

**9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. **RECORDS AND AUDITS:** The CONTRACTOR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives.
11. **RETENTION OF RECORDS:** The CONTRACTOR further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period.
12. **CLEAN AIR ACT AND CLEAN WATER ACT COMPLIANCE:** Compliance with the applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), Executive Order 11738 and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15 is required for all contracts, subcontracts and subgrants of amounts in excess of \$150,000. For all such Contracts, all CONTRACTORS and subcontractors agree to the following requirements:
  - a. A stipulation by the CONTRACTOR or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
  - b. Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
  - c. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
  - d. Agreement by the CONTRACTOR that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the Government may direct as a means of enforcing such provision.
  - e. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.
13. **ENERGY CONSERVATION PROVISIONS:** CONTRACTOR will comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
14. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1801 u):** This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. The Section 3 clause provides:
  - a. Every applicant, recipient, contracting party, CONTRACTOR and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

or representative of workers with which he has a collective bargaining agreement or other contract or understanding; a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

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

2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or

3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)

f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3)(a) (1)

g. CONTRACTOR or subcontractor 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 or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)

h. CONTRACTOR or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (3)

i. CONTRACTOR or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton, and its corporate seal to be hereunto affixed, attested by the City Clerk, and the Contractor has likewise caused this agreement to be executed the day and year first above written.