

RESOLUTION

No. **23-267**

Date of Adoption **JUN 13 2023**

Approved as to Form and Legality

Factual content certified by

WESLEY BRIDGES, CITY ATTORNEY

MARIA RICHARDSON, DIRECTOR OF RECREATION,
NATURAL RESOURCES, AND CULTURE

Councilman / woman

presents the following Resolution:

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO
SUMMIT DRILLING, LLC., FOR ENVIRONMENTAL REMEDIATION SERVICES
FOR THE COMPLETION OF A REMEDIAL ACTION FOR THE FORMER
POWERHOUSE SITE LOCATED AT 191 NORTH OLDEN AVENUE FOR THE
DEPARTMENT OF RECREATION, NATURAL RESOURCES, AND CULTURE
FOR A PERIOD OF ONE (1) YEAR FROM DATE OF AWARD IN AN AMOUNT
NOT TO EXCEED \$274,318.80 - BID2023-22**

WHEREAS, five (5) sealed bids were received on April 11, 2023 in the Division of Purchasing at 11:00am by the Purchasing Agent, for the environmental remediation services for the completion of a remedial action for the former powerhouse site located at 191 North Olden Ave for the City of Trenton, Department of Recreation, Natural Resources and Culture for a period of one (1) year; and

WHEREAS, the low bid of Summit Drilling LLC., 81A Chimney Roack Road, Bridgewater, New Jersey 08807 made pursuant to advertisement, be and is now hereby accepted as the lowest, responsible, responsive bidder complying with the terms and specifications on file in the Division of Purchasing; and

WHEREAS, funds in an amount of \$274,318.80 have been certified in the following grant account number(s): G-SS-21-60-732B-290 (\$122,421.00) and G-SS-22-70-180B-299 (\$151,897.80). This contract shall be awarded for a period of one (1) year from date of award; and

NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a contract with Summit Drilling LLC., 81A Chimney Roack Road, Bridgewater, New Jersey 08807 for the environmental remediation services for the completion of a remedial action for the former powerhouse site located at 191 North Olden Ave for the City of Trenton, Department of Recreation, Natural Resources, and Culture.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				GONZALEZ	✓				FRISBY	✓			
FELICIANO	✓				HARRISON	✓								
FIGUEROA	✓				WILLIAMS	✓								
KETTENBURG	✓													

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

JUN 13 2023

President of Council

City Clerk

Summit Drilling

PRICE FORM
Environmental Remediation
For
Former Powerhouse - 191 N Olden Avenue
Trenton, New Jersey

An Officer of the Respondent Firm must sign and date this Price Form and return with the Bid.

Description	Unit	Qty.	Unit price (\$)	Total (\$)
Task 1: Kickoff meeting	LS	1	\$708	\$708
Task 2: Health & Safety Plan	LS	1	\$1,910	\$1,910
Task 3: Permitting	LS	1	\$35,670	\$35,670
Task 4: Mobilization and Demobilization	LS	1	\$29,658	\$29,658
Task 5: Removal of trees, branches, tires, and debris	LS	1	\$31,850	\$31,850
Task 6: Concrete Characterization, Repair, and Removal	CF	40	\$236	\$9,440
Task 7: Repair / Replacement of Site Fencing	LS	1	\$29,783	\$29,783
Task 8: Provision and Installation of Bollards and Chains	LF	195	\$147	\$28,665
Task 9: Vegetated Cap Installation (12" thickness)	SY	1,250	\$34	\$42,500
Task 10: As Built Survey	LS	1	\$3,340	\$3,340
Task 11: Monitoring Well Abandonment	LS	1	\$2,500	\$2,500
Task 12: Project Management and Administration	LS	1	\$9,895	\$9,895
Subtotal:				\$225,919
Contingency (20% of Subtotal):				\$45,183.80
Total (Subtotal + Contingency):				\$271,102.80
Task 13: Alternative: Removal and disposal of Interior debris	LS	1	\$3,216	\$3,216
Total + Alternative:				\$274,318.80

**AGREEMENT
CITY OF TRENTON, NEW JERSEY
BID2023-22
RES. NO. 23-267
AWARDED TO
SUMMIT DRILLING, LLC., FOR ENVIRONMENTAL REMEDIATION SERVICES FOR THE
COMPLETION OF A REMEDIAL ACTION FOR THE FORMER POWERHOUSE SITE LOCATED AT
191 NORTH OLDEN AVENUE FOR THE DEPARTMENT OF RECREATION, NATURAL RESOURCES,
AND CULTURE**

This Agreement, entered into this 14TH Day of JUNE 2023 between the City of Trenton, a municipal corporation of the State of New Jersey, ('CITY') **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** and **SUMMIT DRILLING LLC., 81A CHIMNEY ROCK ROAD, BRIDGEWATER, NEW JERSEY 08807** (Contractor"), witnesseth that:

WHEREAS, Contractor has bid, proposed or offered to furnish and deliver to the City the materials, supplies and/or goods to perform the services **in an amount not to exceed \$274,318.80 for a period of one (1) year;**

FIRST, A. Contractor, under the penalty expressed in the bond hereinafter mentioned, will furnish, supply and deliver to the City of Trenton the following materials, supplies or services as authorized by:

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO
SUMMIT DRILLING, LLC., FOR ENVIRONMENTAL REMEDIATION SERVICES FOR THE COMPLETION OF A REMEDIAL
ACTION FOR THE FORMER POWERHOUSE SITE LOCATED AT 191 NORTH OLDEN AVENUE FOR THE DEPARTMENT
OF RECREATION, NATURAL RESOURCES, AND CULTURE FOR A PERIOD OF ONE (1) YEAR FROM DATE OF AWARD
IN AN AMOUNT NOT TO EXCEED \$274,318.80 - BID2023-22**

B. The contract shall submit with contracts with the following:
UPDATED CERTIFICATE OF INSURANCE WITH SIGNED CONTRACTS

Such performance by Contractor will be in strict accordance with the terms and conditions of the bid specifications, the bid response and the authorizing resolution, which are included above and is incorporated by reference,. Additionally, Contractor will furnish good and ample security in a sum equal to the said contract price for the said articles and services.

SECOND. The City of Trenton will pay Contractor the total sum mentioned herein when the appropriate Department Director has executed a certification that the said articles or services have been furnished, delivered and accepted in full conformity to the aforementioned specifications and offer or proposal.

THIRD. The City of Trenton reserves the right to order a greater or lesser quantity, not to exceed twenty-five percent, of any or all of the articles named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of Contractor shall be regarded as a standard of prices, and the total sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the City of Trenton to order such greater or lesser quantity.

FOURTH. In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to his surety. Additionally, if Contractor or his surety does not cure the default within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase such articles in their place and stead in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for the faithful performance of this agreement shall be first notified of the necessity for such replacement, and given the same time allowance for such replacement as is given Contractor.

FIFTH. This contract shall not be amended, assigned or subcontracted without the consent of the City of Trenton in writing (if the total compensation payable thereunder shall thereby exceed \$2,500.00, approval by Resolution of the Governing Body shall be required), and any breach of this covenant shall authorize the City of Trenton, by its said Agent, to declare this contract null and void and to refuse to make any further payments thereunder to Contractor.

SIXTH. In case of any conflict between the provisions of this agreement and of any of the provisions of the specifications, the latter shall govern and control.

Applicable for Public Construction Contracts Only: "Dispute Resolution Procedures (NJSA 40A:11-50). Disputes arising under this contract 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".

SEVENTH. Contractor hereby agrees to pay all workmen as a minimum the prevailing wages rate in accordance with Chapter 150 of the New Jersey Laws of 1963, Prevailing Wages on Public Contracts and U.S. Department of Labor Wage Rates with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-1 et seq., prohibiting discrimination in employment on public contracts.

EIGHTH. During the performance of this contract, the contractor agrees as follows:

a. CONTRACTOR or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. 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, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, 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 contracting officer setting forth the provisions of this nondiscrimination clause. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

b. CONTRACTOR or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

c. CONTRACTOR or subcontractor where applicable, will send to each labor union 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 goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (4)
- j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity, or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. (N.J.S.A. 10:2-1) (a)
- k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1) (b)
- l. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1) (c)
- m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1) (d)
- n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them. (N.J.A.C. 13:6-1.1)
- o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer. (N.J.S.A. 10:5-32 and 10:5-35) (a)
- p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this

contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

Contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations authorized by State Law and expressly specified herein.

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 hereto affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.

CITY OF TRENTON

Attest:


Brandon L. Garcia, RMC
Municipal Clerk


W. Reed Gusciora, Esq. Mayor

Date

8/11/23

Date


8.4.23

and

SUMMIT DRILLING LLC., 81A CHIMNEY ROACK ROAD, BRIDGEWATER, NEW JERSEY 08807

Attest:


Secretary


President

Date

7/25/23

The surface elevation of the study area is approximately 50 feet above mean sea level. The study area is generally flat and slopes gently to the northwest towards Assunpink Creek, which is located adjacent to the Site. The Assunpink Creek discharges to the Delaware River, which is located approximately 1.75 miles southwest of the Site.

The Powerhouse was built in 1940 and was used to provide power and heat to industrial buildings located northwest of the Assunpink Creek. The Powerhouse consists of a multi-story building with brick walls and a steel framed and supported concrete floor structure. The interior of the Powerhouse building contains a former elevator shaft, two trench drains, and secondary containment and a trench system associated with five former aboveground storage tanks (ASTs). A former baghouse, also known as a tile ash hopper in previous Sanborn maps, is located at the exterior of the building near the northeastern corner. A foot bridge and piping that crosses over the Assunpink Creek is located adjacent to the northwestern side of the Powerhouse building. A concrete pad is located southwest of the Powerhouse building. A concrete driveway and concrete pad are located north of the Powerhouse building.

CONSULTANT SCOPE OF SERVICES

General Requirements

Payment Procedures

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

Invoicing shall be on a lump sum / percentage completed or unit cost basis as per the task schedule in the price form.

The Consultant's invoice shall be prepared on the Consultant's letterhead and 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 Owner's Representative.

The invoice shall be submitted to the Owner's Representative for review. The Owner's Representative will then either submit the invoice to the Owner for payment or will return the invoice to the Consultant indicating that corrections should be made, or additional information or proof of performance may be required. The Consultant shall then resubmit the invoice to the Owner's Representative for review and approval.

Professional Licensure

Professional Landscape Architects, Engineers, and Surveyors that prepare and certify plans and documents shall be licensed and registered in the State of New Jersey.

Well abandonment must be completed by a New Jersey Licensed Well Driller and follow all requirements of the Well Construction and Maintenance; Sealing of Abandoned Wells (N.J.A.C. 7:9D).

The Respondent shall provide with the Bid the name, qualifications and copies of all relevant licenses and certifications of all specially licensed and/or certified professionals who shall work on the project.

Subcontractors

The Consultant shall provide a list of all subcontractors with the Bid.

Codes, Permits, and Standards

All work undertaken as part of this Scope of Services by the Consultant and their subcontractors, shall be in conformance with all applicable federal, state and local regulations, including (but not necessarily limited to) the requirements of the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), the General Ordinances of the City of Trenton, the Uniform Construction Code of the State of New Jersey and the Uniform Fire Code of the State of New Jersey.

Preparation of Documents

All text documents required under this Scope of Services shall be prepared in *Microsoft Word*. Figures and drawings shall be prepared in *AutoCAD* (v. 2018 LT.). Tables and calculations shall be prepared in *Microsoft Excel*.

All drawings, specifications, electronic source files, and all other documents prepared by the Consultant for this project shall be provided to the Owner's Representative upon request and as required by the Scope of Services.

Reliance on Prior Work

The Owner may provide to the Consultant as part of this solicitation or at other times during the project, documentation of prior work completed at the Project Area by others including drawings, specifications or other documents either printed or in electronic format. The documentation shall be provided for informational purposes only for the sole use of the Consultant. The Owner makes no claims as to the correctness or accuracy of the data provided therein. The Consultant shall review and determine for themselves the correctness and accuracy of the information before incorporating and relying on the prior work as part of their work product to the Owner.

Schedule

The Consultant shall agree to commence work immediately upon receipt of Notice to Proceed from the Owner and diligently pursue the work as per a schedule to be determined by the Owner's Representative and the Consultant prior to the commencement of the work. It is expected that the project from kickoff to completion will be completed within a one-year period.

Service Task Items

Task 1: Kickoff Meeting

Contractor shall attend a kickoff meeting to review the scope of work and present a project plan that provides details on the scope, schedule, flow of work and site logistics. The Contractor's Project Manager and Site Manager will attend the meeting, along with the City's Technical Contact and the LSRP-of-Record.

The Contractor will provide a work schedule and brief work plan that, at a minimum, describes the methodologies associated with: excavation, soil segregation and stockpiling, concrete excavation and stockpiling, loading, disposal, backfilling, compaction and site restoration to accomplish the Scope of Work from start of mobilization through the end of demobilization. Include expected equipment to be used and daily work times. Provide a projected timeline for task implementation and completion, including mobilization/demobilization, working hours, deliverables, and other requirements specified in the Site Remediation. Include a plan for truck traffic routing and site security during open excavation and loading/transportation activities.

The Contractor shall ensure that all waste haulers to be used on this project carry all permits required for transportation of materials described in this SOW. The Contractor shall be responsible for ensuring that all trucks leaving the site comply with all Federal and State(s) vehicle weight limits.

Task 2: Health & Safety Plan

A site-specific Health & Safety Plan (HASP) will be prepared for the site and provided to the City prior to commencing any field activities. Prior to any work being conducted on a hazardous waste site, as defined by 29 CFR 1910.120, the organization engaged for the work must develop a written HASP for its employees. The site-specific HASP is required to identify applicable health and safety hazards and appropriate mitigation measures to allow contractor personnel and contractors to conduct required work on the site in a safe and appropriate manner. The HASP will be maintained at the site during all field activities and will address the following: organizational responsibilities and emergency contacts, risk analysis, underground utility mark outs, employee training, personnel protective levels,

medical surveillance, air surveillance, site control, decontamination, MSDS sheets for all site contaminants, and emergency procedures. The HASP shall include documentation that all workers have met the requirements of OSHA 1910.120.

Site security shall be the responsibility of the contractor for the duration of the contract.

Task 3: Permitting

The Contractor shall secure all necessary permits for this work, including but not limited to:

- The Contractor is solely responsible for preparing a SESC Plan in accordance with the Standards for Soil Erosion and Sediment Control in New Jersey (7th Edition, January 2014) and have it certified by the Mercer County Soil Conservation District (SCD) prior to the commencement of any Work at the site that shall disturb soil or create sediment.
- Following approval of the SESC Plan by Mercer County SCD, the Contractor will obtain an NJDEP Stormwater Construction General Permit (5G3) using the SCD Certification Code.
- Permit application fees will be paid by the City of Trenton.
- The Contractor shall be solely responsible for remaining in compliance with the approved plan and maintaining all soil erosion and sediment control measures.

Task 4: Mobilization and Demobilization

The mobilization and demobilization task includes the establishment of work and materials storage areas (contaminated soil, concrete, other wastes for loadout, etc.), safety and exclusion zones, placement of sediment and erosion controls, construction of equipment decontamination areas (e.g., track pad/decon pad, etc.) and the work required to meet the requirements of permits and state, federal and local laws. All utilities will be marked out and verified prior to any intrusive operations, as well as a review of site plans and professional site surveys to be provided. Standard operating procedures (SOPs) for decontaminating equipment including heavy construction equipment, sampling apparatus, and transportation vehicles will be provided prior to the start of work.

Mobilization to the site for all activities will be coordinated directly with the Technical Contact for the City of Trenton. Notice will be provided to the Technical Contact prior to any mobilization to the site (to be determined at the Kickoff Meeting). Mobilization and demobilization of vehicles, field equipment and personnel will be conducted in a safe and efficient manner consistent with the Contractor's HASP.

Contractor is required to order all utility mark-outs prior to proceeding with any intrusive work. The relocation, removal, temporary capping or replacement of overhead or subsurface utilities is not anticipated as part of this scope of work. Should the Contractor

encounter any utility within the work area, they are to notify the Technical Contact immediately and take proper precautions to ensure that the work area remains safe at all times.

The Contractor is responsible for dust control measures.

Task 5: Removal of Trees, Branches, Tires, and Debris

Exterior: Numerous trees (medium and large size) have grown through cracks within the concrete pavement areas, which are in relatively sound condition. Removal of the trees and their roots to a minimum depth of 5" is necessary to repair the resultant crack as specified. Several piles of soil at the rear of the building (approximately 65 CY) will have to be removed down to the surface of the concrete pad. Additionally, there are approximately 3 dozen tires between the eastern side of the building and the existing fence that will need to be removed and properly disposed of.

Task 6: Concrete Characterization, Repair, and Removal

Contractor shall saw out any existing cracks over 1 inch wide to a minimum width of 6 inches and depth of no less than 5 inches and fill the voids flush to surface with 3000 PSI concrete. Any cracks under 1 inch wide shall be cleaned of debris and filled full depth with 3000 PSI concrete. It is estimated that no more than 40 cubic feet of concrete shall be removed from the site for off-site disposal.

The excavated concrete will be characterized prior to disposal and transported to a permitted disposal or recycling facility. Characterization will be completed in accordance with the NJDEP's January 12, 2010 document entitled "Guidance for Characterization of Concrete and Clean Material Certification for Recycling". To that end, a sampling plan and a tabular list of samples to be collected will be required. The sampling plan will be approved by the LSRP of record prior to mobilization for sample collection.

The concrete scheduled for removal is assumed to be suitable for disposal at a Class B recycling facility. The contractor is ultimately responsible for performing all sampling and testing to properly profile the material for waste disposal, including all testing required by the disposal or recycling facility, pay for all costs associated with testing, characterization and pretreatment of materials and to segregate, stockpile, handle and re-handle, containerize, load, transport and dispose of all material, including waste rebar and other extraneous materials.

The Contractor is solely responsible for identifying and complying with all requirements of the receiving facilities and providing all analytical data required or requested by disposal facilities, haulers, or regulatory agencies. The Contractor is solely responsible for

acceptance of the waste material at the approved treatment, disposal, or recovery facilities. The Contractor shall be responsible for ensuring that the facility is properly permitted to accept the material and that the facility provides the stated treatment and/or disposal services.

Within ten (10) days after shipment, submit copies of completed bill of lading, generator's copies of any manifests and waste shipment records, and all supporting documentation of handling and transport of waste materials from the site to approved off-site disposal facilities for each load transported from the site. Documents shall be provided to the Owner's Representative for coordination with the LSRP.

Task 7: Repair / Replacement of Site Fencing

The northern, eastern, and southern boundaries of the property require fencing to prevent unauthorized access. The western property boundary adjacent to the Assunpink Creek will be demarcated by bollards with chains (see Task 8).

Chain link fencing is in disrepair in several areas of the site. The contractor shall repair and/or replace the existing chain link fence on the property's southern, eastern, and northern borders with a new six-foot chain link fence.

To the south of the site, remove existing fence, posts and foundations of approximately 45 linear feet. Provide and install new 6 feet [high] chain link fence along rear property line.

To the east of the site, remove approximately 120 linear feet of existing chain link fence, including the fencing installed on top of the existing concrete wall. This task includes the protection and repair of the wall as noted on the site plan. Install a new double panel swing gate with two 6' wide panels north of the wall, where directed, and tie back into the existing fence scheduled to remain. Clean and protect the existing chain link fence along concrete drive edge running the length of the building of approximately 70 linear feet. Remove approximately 30 linear feet of fence, posts and foundations along the east from the front of the building to the Olden Ave. sidewalk edge and provide and install new 6' high chain link fence.

To the north of the site, remove the existing chain link fence, posts and foundations. Install a new 6' high chain link fence, of approximately 75 linear feet, including a double swing gate with two 6' wide panels, to be located where directed.

Task 8: Provision and Installation of Bollards and Chains

To prevent unauthorized access to the banks of the Assunpink Creek, a series of bollards with chains will be installed along the property's western border. To the west of the site, install bollards and chain as detailed, along the top of the bank of approximately 195 linear feet total (70' front yard – 125' rear yard).

The contractor should familiarize themselves with the site to understand existing conditions. In general, the bollards will be installed along the top of the banks of the Assunpink Creek along the property's western boundary for an approximate distance of 195 linear feet, as shown on the attached site plan. The selected contractor shall be responsible to coordinate with the City of Trenton representative to confirm the final bollard locations on-site. Each bollard shall have a half link welded to each side to provide for the chain connection and where directed, for a city provided pad lock.

Bollards shall be of 6" galvanized steel pipe. Each steel pipe shall be concrete filled, with concrete extending above the top of the bollard and sloped to create a cap. The tops of all bollards shall be uniform in height and set true vertical. The entire length of each exposed pipe shall be painted with two (2) coats of rust preventative paint. The color shall be chosen by owner.

Bollards shall be set at a minimum of 2.5' below grade in a concrete footing 3' deep with 6" around the entire diameter of each bollard. Concrete shall extend 2" above grade and slope away from the bollard (see attached detail).

Bollards shall be connected with a hot dipped galvanized, welded steel chain 1/2" to 2-1/4" link length.

Bollard detail provided in link included as Attachment in "Available Project Information".

Task 9: Vegetated Cap Installation (12" Thickness)

The upper 1-foot-deep layer of soil will be excavated prior to the installation of the permeable cap. The excavated soil will be properly characterized and disposed. Soil will be transported offsite for permitted reuse as landfill cover, and/or for treatment and reuse at NJDEP-approved soil recycling facilities, to the extent permitted, based on NJDEP regulations and guidance.

For any soils that, based on contaminant concentrations found, or other criteria, are not eligible for management by reuse/recycling practices, they shall be disposed offsite at a permitted landfill in accordance with the requirements of the NJDEP. Proper disposal of the impacted soil will be documented by properly executed manifests and disposal

receipts. For the purposes of the attached Price Form, it is assumed that all excavated soil will be transported to a soil recycling facility.

- The contractor will be responsible for providing means and methods for waste classification including collection and analysis of waste characterization samples.
- The contractor shall identify the NJDEP Registered Solid Waste Transporter(s) that will transport the waste materials off-site with the following information: name of registered transporter; type of transporter registration; address; telephone number; contact person; and NJDEP solid waste transporter registration number. The Solid Waste Transporter(s) must provide a copy of A-901 Approval/License and Certificate of Public Convenience & Necessity (CPCN) prior to contract award.
- The contractor will identify the selected licensed off-site disposal, recycling, reuse, or treatment facilities that will receive the waste materials with the following information: facility name; facility type; facility address; telephone number; contact person; facility ID number; and EPA ID number (as applicable).
- Within ten (10) days after shipment, the contractor will submit copies of completed bills of lading, generator's copies of any manifests and waste shipment records, and all supporting documentation of handling and transport of waste materials from the site to approved off-site disposal facilities for each load transported from the site. If material is salvaged or scrapped, receipts must be provided.

Following the removal of the vegetation and soil as directed, a permeable cap will be installed at the exterior areas of the Powerhouse building (with the exception of the area of southern concrete slab and northern driveway (scheduled for repair) and any soils associated with the banks of the Assunpink). The permeable cap will consist of installation of the specified geotextile fabric (demarcation barrier), a minimum of 6 inches of clean fill buffer material and a minimum of 6 inches of clean topsoil as specified.

All fill material shall meet the clean fill requirements as per the NJDEP guidance document entitled "Fill Material Guidance for SRP Sites" (October 2021). **All materials must be pre-approved by the LSRP prior to placement.**

Establish permanent grass cover on all exposed soil areas including:

- Comply with the requirements of the Soil Erosion and Sediment Control (SESC) Plans and final plan approvals from the Mercer County Soil Conservation District.
- Ground preparation - Loosen subgrade of lawn areas to a minimum depth of two inches.
- Spread topsoil to minimum depth of 6 inches to meet existing grade. Add specified soil amendments and mix thoroughly into upper 3 inches of topsoil.
- Place approximately ½ of total depth of topsoil required. Work into the top of the loosened subgrade to create a transition layer and then install the remainder of topsoil. Add specified or as required by soil test, soil amendments and mix

thoroughly into upper 3 inches of topsoil.

- Fine grade lawn areas to smooth, even surface with loose, uniformly fine texture. Roll, rake and drag lawn areas, remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas which can be planted immediately after grading.
- Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.
- Provide fertilizer, seed and soil amendments as specified for new lawns and as required
- Provide fresh, clean, new-crop seed complying with tolerance for purity and germination as specified on the approved SESC plan.
- Cleanup and protection - Promptly remove any soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
 - o Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic.
 - o Remove non-degradable erosion-control measures after lawn cover has been established and approved by the MCSCD.

All topsoil and other fill materials must meet the clean fill requirements for clean material as per the NJDEP Guidance Document entitled "Fill Material Guidance for SRP Sites" (October 2021). All materials must be pre-approved by the LSRP prior to placement.

Task 10: As-Built Survey

Following completion of remedial activities, the contractor will provide an as-built survey for inclusion in the deed notice for the Site.

At the project completion, deliver to the city, final "As-Built" drawings and CAD file of the Work. The As-Built Drawings shall be certified by the Contractor's Professional Land Surveyor. Clearly indicate differences between the original Property and Topographic Survey and completed Work within specified tolerances by using red-line markup to clearly distinguish the difference.

The Land Surveyor shall prepare the final property survey in full accordance with the requirements of N.J.A.C. 13:40 Subchapter 5.

Final Property Surveys: Submit to the City Representative four (4) copies signed and sealed by the Land Surveyor showing the work performed and record survey data. Show boundary lines, monuments, streets, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point. Survey must include location of existing boundary markers, including chain-link fence, barricades and other

development constructed to indicate the location of the Site boundaries. Include on the survey a certification, signed by Land Surveyor, that principal metes, bounds, lines, and levels of project are accurately positioned as shown on the survey.

Provide to the City Representative a CAD file of the survey prepared according to the Spatial Reference Information requirements of the Mapping and Digital Data Standards New Jersey Department of Environmental Protection (NJDEP) Geographic Information System (October 2013). Digital data provided to or produced for the NJDEP are required to be in the North American Datum 1983 (NAD83) horizontal geodetic datum and referenced in the New Jersey State Plane Coordinate System (NJSPC); and in the North American Vertical Datum of 1988 (NAVD 88). The NJSPC is the official survey base for the State of New Jersey, as outlined in Chapter 218, Laws of New Jersey, 1989.

Task 11: Monitoring Well Abandonment

Prior to the start of work, properly abandon one monitoring well as shown on the Drawing Sheet. Information regarding the one well to be abandoned is provided in the Attachments.

The well abandonment must be completed by a New Jersey Licensed Well Driller and follow all other requirements of the Well Construction and Maintenance; Sealing of Abandoned Wells (N.J.A.C. 7:9D). The New Jersey Licensed Well Driller must prepare, certify, and submit to NJDEP a Well Abandonment Report for the closed well. Copies of the Well Abandonment Report must be provided to the Owner's Representative.

Task 12: Project Management and Administration

This contract will allow for the billing for Project Management and Administration, which includes work scheduling, invoicing and preparation of paperwork, backup and labor documentation.

Task 13: Alternative- Removal and disposal of Interior debris

Interior: Currently, the interior of the structure has a limited amount of debris on the floor and within the concrete lined floor drains. This material is scheduled for removal and the floor cleaned to a broom swept finish.

The alternative is not part of the Base Bid and award of this task will be determined by the City of Trenton.

Review and Selection

Rejection of Bids

The Owner expressly reserves the right, at its sole and absolute discretion, to modify, alter, or waive any provisions or informalities of this Bid and to reject any submission which, in the sole judgment of the Owner, is not in compliance with the terms of the Bid or any part thereof, or which is deemed in the best interest of the Owner, or terminate the selection process at any time.

The Owner reserves, in its sole discretion, the right to waive minor elements of non-compliance of any firm's submission with regard to the requirements outlined in this Bid.

The Owner reserves the right to proceed or not to proceed with any portion of the project, in the order and strictly as needed, based solely on the determination of the Owner.