

RESOLUTION

No.

24-282

Date of Adoption

JUL 11 2024

Approved as to form and legality

Wesley Bridges, CITY ATTORNEY
DEPARTMENT OF LAW

Factual content certified by

MASSIEL MEDINA FERRARA, ACTING DIRECTOR
DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

COUNCILMAN / WOMAN

PRESENTS THE FOLLOWING RESOLUTION:

SPONSORED BY:

RESOLUTION AUTHORIZING CHANGE ORDER #1 IN THE AMOUNT OF \$2,913.50 TO THE CONTRACT WITH FENNELLY ENVIRONMENTAL ASSOCIATES, LLC TO CONDUCT AN ENVIRONMENTAL SITE INVESTIGATION AT THE FORMER SCHOFIELD CLEANERS SITE, 1472-1476 WEST STATE STREET

WHEREAS, Resolution 23-150 authorized a contract with Fennelly Environmental Associates, LLC of Princeton, New Jersey provide a site investigation soil and groundwater at the former Schofield Cleaners Site for the City of Trenton, in the amount of \$25,094.00; and

WHEREAS, during the performance of said contract subsurface conditions were encountered that caused delays and required an additional field day to complete the required scope of work. In addition, field decisions were made and approved by the City's Technical Contact to: 1) increase the laboratory analyses to meet NJDEP and other technical requirements; and 2) complete an additional letter report to assist in designing a new scope of work that is required due to the discovery of groundwater contamination at the site; 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 \$2,913.50. No previous change orders have been authorized. The total amount of this change order is less than 20% of the original contract. A summary of additional costs for the change order has been provided.

WHEREAS, funds have been certified to be available in Account G-FF-22-60-063B-290;

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

MOTION: <i>Feliciano</i>					SECON D: <i>Frisky</i>				
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				GONZALEZ	✓			
FIGUEROA	✓				HARRISON	✓			
KETTENBURG	✓				WILLIAMS	✓			
FRISBY	✓								

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

JUL 11 2024

President of Council

City Clerk

RESOLUTION # 24-282
AUTHORIZING CHANGE ORDER #1 TO THE CONTRACT WITH FENNELLY ENVIRONMENTAL ASSOCIATES, LLC TO CONDUCT
AN ENVIRONMENTAL SITE INVESTIGATION AT THE FORMER SCHOFIELD CLEANERS SITE, 1472-1476 WEST STATE STREET FOR
THE DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

THE AGREEMENT made this **11th day of JULY 2024**, 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 **FENNELLY ENVIRONMENTAL ASSOCIATES, LLC, 116 VILLAGE BLVD., SUITE 200, PRINCETON, NJ 08540** (hereinafter "CONTRACTOR")

WHEREAS, during the performance of said contract subsurface conditions were encountered that caused delays and required an additional field day to complete the required scope of work. In addition, field decisions were made and approved by the City's Technical Contact to: 1) increase the laboratory analyses to meet NJDEP and other technical requirements; and 2) complete an additional letter report to assist in designing a new scope of work that is required due to the discovery of groundwater contamination at the site; and

WHEREAS, Resolution Number 23-150 awarded a contract to Fennelly Environmental Associates, LLC through RFP2023-01 in an amount not to exceed \$25,094.00; 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 \$2,913.50. No previous change orders have been authorized. The total amount of this change order is less than 20% of the original contract. A summary of additional costs for the change order has been provided.

WHEREAS, on July 11, 2024 Resolution No. 24-282 awarded a contract to FENNELLY ENVIRONMENTAL ASSOCIATES, LLC, 116 VILLAGE BLVD., SUITE 200, PRINCETON, NJ 08540 authorized the Amendment of Resolution 23-150 for a change order in the amount of \$2,913.50 for a total amount not to exceed \$28,007.50 for the City of Trenton, Department of Administration; and

NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton that the Mayor hereby authorized the Amendment of Resolution 23-150 for a change order in the amount of \$2,913.50 with to FENNELLY ENVIRONMENTAL ASSOCIATES, LLC, 116 VILLAGE BLVD., SUITE 200, PRINCETON, NJ 08540 for a total amount not to exceed \$28,007.50 for the City of Trenton, Department of Administration for the said purposes in the manner prescribed by law.

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

ATTEST:

CITY OF TRENTON

Witness:


BRANDON L. GARCIA
MUNICIPAL CLERK


W. REED GUSCIORA, MAYOR

DATE

DATE


10-22-24

FENNELLY ENVIRONMENTAL ASSOCIATES, LLC
116 VILLAGE BLVD., SUITE 200
PRINCETON, NJ 08540

RESOLUTION

No. **23-150**

Date of Adoption **APR 06 2023**

Approved as to Form and Legality

WESLEY BRIDGES, ESQ., CITY ATTORNEY

Factual content certified by

WILLARD STANBACK, ACTING DIRECTOR OF HOUSING AND ECONOMIC DEVELOPMENT

Councilman/woman

presents the following Resolution:

RESOLUTION AWARDED A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO FENNELLY ENVIRONMENTAL ASSOCIATES, LLC FOR PROFESSIONAL SERVICES FOR ENVIRONMENTAL SITE INVESTIGATIONS IN ACCORDANCE WITH NJDEP REQUIREMENTS FOR FORMER SCHOFIELD CLEANERS SITE LOCATED AT 1472-1476 WEST STATE STREET IN AN AMOUNT NOT TO EXCEED \$25,094.00 FOR A PERIOD OF ONE YEAR FROM TIME OF AWARD - RFP2023-01

WHEREAS, the City has a need for Professional Services for Environmental Site and Remedial Investigations in accordance with NJDEP requirements for the former Schofield Cleaners located at 1472-1476 West State Street, Trenton, NJ for a period of one (1) year from time of award for the City of Trenton, Department of Housing and Economic Development; and

WHEREAS, a request for proposal was advertised and thirteen (13) proposals were received on January 12, 2023 at 11:00am by the Purchasing Agent and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the proposal of Fennelly Environmental Associates, LLC, 116 Village Blvd. – Suite 200, Princeton, NJ 08540 was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

WHEREAS, funds in an amount not to exceed \$25,094.00 is available in the following grant account number: G-SS-09-60-731B-290. This contract shall be awarded from for a period of one (1) year from time of award.

NOW, THEREFORE IT IS RESOLVED, by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a contract with the Fennelly Environmental Associates, LLC, 116 Village Blvd. – Suite 200, Princeton, NJ 08540 in an amount not to exceed \$25,094.00 for Professional Services for Environmental Site and Remedial Investigations in accordance with NJDEP requirements for the former Schofield Cleaners located at 1472-1476 West State Street, Trenton, NJ, for the City of Trenton, Department of Housing and Economic Development
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.
3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk's Office.

	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

President of Council

City Clerk

PROFESSIONAL SERVICES CONTRACT

RFP2023-01

RESOLUTION 23-150

AWARDED TO FENNELLY ENVIROMENTAL ASSOCIATES, LLC., FOR ENVIRONMENTAL SITE INVESTIGATIONS IN ACCORDANCE WITH NJDEP REQUIREMENTS FOR FORMER SCHOFIELD CLEANERS SITE LOCATED AT 1472-1476 WEST STATE STREET

THIS CONTRACT made this 7th day of April 2023 by and between the **CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** a Municipal Corporation of the State of New Jersey, ("City") and **FENNELLY ENVIRONMENTAL ASSOCIATES, LLC., 116 VILLAGE BLVD, SUITE 200, PRINCETON, NEW JERSEY 08540** (CONTRACTOR").

WHEREAS, the City has a need to **PROVIDE PROFESSIONAL SERVICES FOR ENVIRONMENTAL SITE INVESTIGATIONS IN ACCORDANCE WITH NJDEP REQUIREMENTS FOR FORMER SCHOFIELD CLEANERS SITE LOCATED AT 1472-1476 WEST STATE STREET** for the City of Trenton, Department of Housing and Economic Development.

WHEREAS Contractor agrees to provide **PROFESSIONAL SERVICES FOR ENVIRONMENTAL SITE INVESTIGATIONS IN ACCORDANCE WITH NJDEP REQUIREMENTS FOR FORMER SCHOFIELD CLEANERS SITE LOCATED AT 1472-1476 WEST STATE STREET** for the City of Trenton, Department of Housing and Economic Development in accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

TO PROVIDE PROFESSIONAL SERVICES FOR ENVIRONMENTAL SITE INVESTIGATIONS IN ACCORDANCE WITH NJDEP REQUIREMENTS FOR FORMER SCHOFIELD CLEANERS SITE LOCATED AT 1472-1476 WEST STATE STREET for the City agrees to retain **FENNELLY ENVIRONMENTAL ASSOCIATES, LLC., 116 VILLAGE BLVD, SUITE 200, PRINCETON, NEW JERSEY 08540** ("the request of and under the general supervision of the City of Trenton, Department of Housing and Economic Development.

1. SCOPE OF SERVICES

SEE ATTACHED SCOPE OF SERVICES

DURATION OF THE CONTRACT:

This contract shall remain in full force and effect for a period of one (1) year from **April 7, 2023, TO April 6, 2024**, in an amount not to exceed **\$25,094.00**.

- 2. STATUS OF CONTRACTOR:** It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended, nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.
- 3. NOTICES:** Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.
- 4. INTEGRATION:** **Resolution #23-150** and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering this Contract with the City of Trenton, Department of Administration, Division of Information Technology.

5. **ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.

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

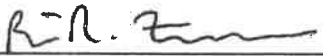
MISCELLANEOUS PROVISIONS:

- a. Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation.
- c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.
- d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.
- e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- f. Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.
- g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in

order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

h. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17:27:

1. Appropriate evidence that the independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
3. An Initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4


FENNELLY ENVIRONMENTAL ASSOCIATES, LLC.
116 VILLAGE BLVD, SUITE 200
PRINCETON, NEW JERSEY 08540

4-26-2023
DATE

Seal: Brian R. Fennelly, Managing Member

Attest: Megan Fennelly

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

ATTEST:


BRANDON L. GARCIA
MUNICIPAL CLERK

CITY OF TRENTON


W. REED GUSCIORA, ESQ.
MAYOR

5/23/23
DATE

5.12.23
DATE