

RESOLUTION

No. 20-691

Date of Adoption November 24, 2020

Approved as to Form and Legality

Factual content certified by

J. Morelli
JOHN MORELLI, CITY ATTORNEY

Benjamin Delisle
BENJAMIN DELISLE, DIRECTOR OF HOUSING AND DEVELOPMENT/ECONOMIC

Councilman/woman

CALDWELL WILSON

presents the following Resolution:

RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ., TO TRC ENVIRONMENTAL CORPORATION FOR ENVIRONMENTAL ENGINEERING AND CONSULTING SERVICES FOR THE COMPLETION OF A REMEDIAL INVESTIGATION FOR THE FORMER STOKES MOLDED RUBBER SITE AT 104-108 TAYLOR STREET, TRENTON, NEW JERSEY IN AN AMOUNT NOT TO EXCEED \$28,846.00 RFP2020-45

WHEREAS, the City has a need for Environmental Engineering and Consulting Services for the completion of a Remedial Investigation for the Former Stokes Molded Rubber Site at 104-108 Taylor Street, Trenton, New Jersey. This contract shall be awarded for a period of one (1) year for the City of Trenton, Department of Housing and Economic Development; and

WHEREAS, a request for proposals was advertised, and eleven (11) proposals were received on October 1, 2020 and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of TRC Environmental Corporation, 1801 Market Street, Suite 1380, Philadelphia, PA 19103 was deemed to have the necessary qualifications and expertise for the performance of the services at the rates budgeted; and

WHEREAS, funds in an amount not to exceed \$28,846.00 have been certified to be available in the following grant account number: G-SS-09-60-731B-290 from November 13, 2020 to November 12, 2021; and

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 TRC Environmental Corporation, 1801 Market Street, Suite 1380, Philadelphia, PA 19103 for Environmental Engineering and Consulting Services for the completion of a Remedial Investigation for the Former Stokes Molded Rubber Site at 104-108 Taylor Street, Trenton, New Jersey in an amount not to exceed \$28,846.00 for a period of one (1) year 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
BLAKELEY	✓				MCBRIDE	✓				VAUGHN				NV
CALDWELL WILSON	✓				MUSCHAL	✓								
HARRISON	✓				RODRIGUEZ	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on November 24, 2020

Kathy McBeck
President of Council

Mark
City Clerk

PROFESSIONAL SERVICES CONTRACT

**RFP2020-45
RESOLUTION 20-691**

THIS CONTRACT, made this 25th day of **NOVEMBER 2020** 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 **TRC ENVIRONMENTAL CORPORATION, 1801 MARKET STREET, SUITE 1380, PHILADELPHIA, PA 19103** (CONTRACTOR").

WHEREAS, the City has a need for **ENVIRONMENTAL ENGINEERING AND CONSULTING SERVICES FOR THE COMPLETION OF A REMEDIAL INVESTIGATION FOR THE FORMER STOKES MOLDED RUBBER SITE AT 104-108 TAYLOR STREET, TRENTON, NEW JERSEY** for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, Contractor agrees to provide **ENVIRONMENTAL ENGINEERING AND CONSULTING SERVICES FOR THE COMPLETION OF A REMEDIAL INVESTIGATION FOR THE FORMER STOKES MOLDED RUBBER SITE AT 104-108 TAYLOR STREET, TRENTON, NEW JERSEY** 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:

ENVIRONMENTAL ENGINEERING AND CONSULTING SERVICES FOR THE COMPLETION OF A REMEDIAL INVESTIGATION FOR THE FORMER STOKES MOLDED RUBBER SITE AT 104-108 TAYLOR STREET, TRENTON, NEW JERSEY for the City agrees to retain **TRC ENVIRONMENTAL CORPORATION, 1801 MARKET STREET, SUITE 1380, PHILADELPHIA, PA 19103** 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 November 13, 2020 to November 12, 2021 in an amount not to exceed \$28,846.00.

- 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 #20-691** 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 into this Contract with the City of Trenton, Department of Housing and Economic Development.

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.

7. **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

Robert D. Gold

1/18/2021

TRC ENVIRONMENTAL CORPORATION
1801 MARKET STREET
SUITE 1380
PHILADELPHIA, PA 19103

DATE

Seal: _____

Attest: *Officer Actor*

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

ATTEST:

Matthew H. Conlon
MATTHEW H. CONLON, RMC
MUNICIPAL CLERK

CITY OF TRENTON

W. Reed Gusciora
W. REED GUSCIORA, ESQ.
MAYOR

1-22-2021
DATE

2021
1-22-2021
DATE

**Request for Proposal
Remedial Investigation
Former Stokes Molded Rubber Products, 104-108 Taylor St.,
Trenton, New Jersey
RFP2020-45**

The City of Trenton, Department of Housing and Economic Development is requesting sealed proposals This proposal is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq. from firms and individuals with experience in conducting Environmental Engineering and Consulting in Accordance with the State requirements to conduct a remedial investigation at the Former Stokes Molded Rubber Products Site, located at 104-106 Taylor Street, Trenton, New Jersey

Sealed Proposals will be received by **OCTOBER 1, 2020 PRIOR TO 11:00AM.**, in the Division of Purchasing, 1st Floor, City hall Annex, 319 East State Street, Trenton, NJ 08608. Proposals may be obtained on the City of Trenton's Purchasing Website at <https://nj-trenton.civicplus.com/list.aspx>.

No pre-bid meeting will be held. The site can be viewed from local rights-of-way including Taylor Street and Poplar Street. Prior environmental documents are available in this RFP.

SCOPE OF WORK

1.0 GENERAL DESCRIPTION

1.1 Project Description

The City of Trenton is issuing this Request for Proposal (RFP) to conduct a remedial investigation (RI) at the former Stokes Molded Rubber Products site located at 104-108 Taylor Street, Trenton, New Jersey. The site has undergone prior environmental assessments, investigations and remedial actions. A full site investigation (SI) was conducted in 2019 based on the results of a recent Preliminary Assessment (PA; USAEMI; November, 2018) and other information. The sample location maps and data tables from the SI Report (TRC; 2020 (in draft)) are attached.

The results of the SI found contaminants in soil exceeding NJDEP's various cleanup criteria at several areas of concern including two former underground storage tank locations and four other areas of concern related to historic industrial operations. The Licensed Site Remediation Professional (LSRP) of record for the site is:

Julie Acton
TRC Environmental Corporation
1801 Market Street, Philadelphia, PA 19103
215-563-2122 ext. 14997

This site is currently owned by the City of Trenton, who acquired part of the site through a Green Acres purchase circa 2010, and part of the site through tax foreclosure circa 2015, for redevelopment purposes. The site is largely located in a Flood Hazard Area and is planned for open space and recreational development.

1.2 Site Location, Description and History

The site is largely vegetated and is 7.34 acres in area bounded by Taylor Street, Poplar Street, the Assunpink Creek and adjacent residential and industrial properties. The site contains one single-story masonry building and two open steel structures being evaluated for rehabilitation.

Prior environmental work was summarized in the following reports:

- 1) Preliminary Environmental Assessment Report (Gould; January 1999)
- 2) Brownfields Site Inspection Report (Tetra Tech; August 2004)
- 3) PA/Phase I Environmental Site Assessment (Matrix; September 2009)
- 4) PA/Phase I Environmental Site Assessment (USAEMI; November 2018)
- 5) SI Report (TRC; 2020 (in draft)). Tables and figures from the SI are attached.

Prior buildings located at the site were partially destroyed by two fires circa 2015. The partially destroyed buildings were demolished by the City in 2017. As part of the demolition project, the site was capped with clean topsoil and seeded in accordance with a Mercer County Soil Erosion & Sediment Control Plan.

1.3 Schedule

In accordance with State of New Jersey Local Procurement Law, professional service contracts are issued for a one-year period. The City of Trenton requires that all work for this project that will be completed within 365 days from receipt of contract.

2.0 TECHNICAL SPECIFICATIONS

Details for the performance of project tasks are included below. All work is to be conducted in accordance with NJDEP requirements and applicable Federal, state and local laws. The scope