# *Municipality of Princeton*

*Municipal Building*
*400 Witherspoon Street*
*Princeton, NJ 08540-3496*

***Department of Community Development***
***Office of the Engineer***
*Telephone (609)921-7077*
*Fax: (609) 688-2027*

***ROBERT V. KISER, P.E.***
***Director of Engineering***


## MEMORANDUM

TO: Robert Bruschi, Administrator

FROM: Robert V. Kiser, P.E., Director of Engineering

DATE: August 19, 2014

SUBJECT: **PSA; Accredited Environmental Technologies, Inc.**
**Asbestos Inspection – NTE $1,520.00**
**472 Stockton Street**

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A proposal has been received in the not to exceed amount of $1,520. From Accredited Environmental Technologies, Inc. (AET).

The Asbestos Survey will be completed for the structures located on the D'Ambrisi property located at 472 Stockton Street. It is anticipated that this property will close in the near future at which time the Municipality will be responsible for the demolition and removal of the structures from the property.

In consideration of the above, it is recommended that a Professional Services Agreement be entered into with Accredited Environmental Technologies, Inc. in the not to exceed amount of $1,520.00.

Please find attached a resolution and a professional services agreement providing for these services.

Robert V. Kiser

Robert V. Kiser, P.E., Director of Engineering

RVK/cc

c: Linda McDermott, Municipal Clerk
Trishka Waterbury Cecil, Municipal Attorney
Kathy Monzo, Deputy Administrator/Director of Finance
Sandy Webb, CFO
Deanna Stockton, P.E., Assistant Engineer
Christine Lewandoski, Historic Preservation Officer/Deputy Zoning Officer
Robert Hough, P.E., Director of Infrastructure and Operations
Don Mayer Brown, Project Engineer
Rosanna Roberto, Secretary

**RESOLUTION 2014-R**
**OF THE MAYOR AND COUNCIL**
**OF THE MUNICIPALITY OF PRINCETON**
**AUTHORIZING ACCREDITED ENVIRONMENTAL TECHNOLOGIES, INC.**

**WHEREAS,** the Municipality desires to enter into a professional services agreement in connection with certain activities being conducted by the Municipality, as hereafter more particularly stated, and

**WHEREAS,** the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Municipality of Princeton as follows:

The Mayor and Clerk are hereby authorized to enter into a contract for professional services with **ACCREDITED ENVIRONMENTAL TECHNOLOGIES, INC.** (hereinafter referred to as "Provider") to perform an asbestos survey for structures located on property known as 472 Stockton Street .

1. The contract so authorized shall require the Provider to provide services and other related duties, as follows:

Provider shall serve as an environmental consultant on behalf of the Municipal Department of Engineering, the Provider shall perform the services provided for in their proposal dated August 19, 2014.

Under this Agreement, Provider shall at all times act as an independent professional contractor and not as an employee of the Municipality, and shall have no authority to act as an agent or representative of the Municipality or to enter into any financial or other contractual commitment on behalf of the Municipality without the prior written approval of same granted in accordance with law.

Payment of fees will be made upon the submission to the Provider to the Municipality of invoices in duplicate in the form prescribed by the Municipality not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed. The provider shall give written notice to the Municipality when the Provider has billed eighty (80%) of the compensation set forth in paragraph I of the Agreement.

2. The form of contract shall include standard provisions common to professional service agreements entered into by the Municipality and shall be subject to approval by the Municipal Attorney.

3. The contract shall be awarded without competitive bidding as a contract for professional services under the provisions of the Local Public Contracts Law because the subject services will be performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.

4. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

| Councilperson | Absent | Present | 1st | 2nd | Yea | Nay | Abstain | Disqualified |
|---|---|---|---|---|---|---|---|---|
| Ms. Butler | | | | | | | | |
| Mrs. Crumiller | | | | | | | | |
| Ms. Howard | | | | | | | | |
| Mr. Liverman | | | | | | | | |
| Mr. Miller | | | | | | | | |
| Mr. Simon | | | | | | | | |
| Mayor Lempert | | | | | | | | |

I, Linda S. McDermott, Clerk of the Municipality of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Municipality at a meeting held May 27, 2014.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Municipality, this June 9, 2014.

Linda S. McDermott
Municipal Clerk

**MUNICIPALITY OF PRINCETON**
**PROFESSIONAL SERVICES AGREEMENT 2014**

AGREEMENT, made this ____day of June, 2014, by **Accredited Environmental Technologies, Inc., 28 N. Pennell Road, Media, PA 19063** (hereinafter referred to as "Provider"), and the Municipality of Princeton, a municipal corporation in the County of Mercer and State of New Jersey (hereinafter referred to as the "Municipality") located at 400 Witherspoon Street, Princeton. New Jersey 08540.

WHEREAS, the Municipality wished to enter into a professional service agreement with the Provider for the performance of professional services in connection with certain activities being conducted by the Municipality, as hereafter more particularly stated in the Providers' proposal dated **August 19, 2014** hereby attached; and

WHEREAS, the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law. N.J.S.A. 40A:I1-1 et seq., and

NOW, THEREFORE, in consideration of the mutual obligations hereafter set forth, the parties hereto agree as follows:

1. STATEMENT OF WORK: The Provider shall use its best efforts to perform professional services at the **472 Stockton Street** project as follows:

| | |
|---|---|
| **1. Asbestos Inspection** | $1,520.00 |

Under this Agreement the Provider shall at all times act as an independent professional contractor and not as an employee of the Municipality and shall have no authority to act as an agent or representative of the Municipality or to enter into any financial or other contractual commitment on behalf of the Municipality without the prior written approval of same granted in accordance with law. This Agreement shall be supplemented by the terms of the Provider's proposal including the standard provisions of the proposal except where such terms are contradicted by the terms of this Professional Services Agreement in which case the terms of this Agreement shall apply. The Agreement will be effective from June 9, 2014 through December 31, 2014 subject to available budgetary funding.

2. PAYMENT:

**a. Not to exceed total fee of one thousand five hundred twenty ($1,520.00).**

b. Rendition of Invoices: Payment of fees and reimbursement for such expenses incurred will be made upon the submission by the Provider to the Municipality of invoices in duplicate in the form prescribed by the Municipality not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees or other compensation are claimed, the services performed, and an itemized listing of all expenses incurred for which reimbursement is claimed. The Provider shall give written notice to the Municipality when the Provider has billed eighty percent (80%) of the compensation set forth in paragraph 2.a of this Agreement.

3. TERMINATION.

This Agreement shall be effective for the period provided above, although it may be sooner terminated, with or without cause for any reason whatsoever, at any time by the Municipality by giving thirty (30) days written notice to the Provider.

4. NON-CONFLICTS OF INTEREST.

The Provider represents that neither it nor its firm is now performing and expressly agrees to refrain during the period of effectiveness of this Agreement from so performing, any professional services for any person, firm or corporation which results or might result in a conflict of interest between the Provider and the Municipality, directly or indirectly. The Provider agrees to disclose in writing to the Municipality any and all such conflicts of interest, which may arise, giving full particulars.

5. TITLE TO DATA AND PROPERTY PRODUCED BY THE PROVIDER.

The Provider agrees that title to and all rights and other legal interest in all correspondence. Memoranda, records, data, analysis, graphs, reports, physical property and other subject matter prepared, procured or produced in the rendition of services hereunder shall vest exclusively and remain jointly with the Municipality and Provider and the Provider shall not have the right to sell, disclose, or make same available to third parties without the prior written consent of the Municipality.

6. CONFIDENTIALITY.

The Provider agrees to, treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information or other such document or data obtained, learned or produced as a result of the services rendered hereunder (except to the extent required by law) without the prior written consent of the Municipality, which consent shall not unreasonably be refused, and to both require and furnish copies to the Municipality of an identical covenant executed by all agents, employees, or subcontractors of the Provider participating in the rendering of the services hereunder.

7. COMPLIANCE WITH LAWS.

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

The 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, sex, affectional or sexual orientation. The 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 or sexual orientation. Such action shall include, but not be 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. The 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;

The contractor or subcontractor, 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, affectional or sexual orientation;

The contractor or subcontractor where applicable, will send to each labor union or representative or workers with which it 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 the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

The contractor or subcontractor, 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 Americans with Disabilities Act;

The 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 supplements 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;

The 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, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;

The 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;

The 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, sex. affectional or sexual orientation, 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;

The contractor and its subcontractors 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, and public agencies 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).

8. COMPLETE AGREEMENT.

This Agreement and any attachments hereto or incorporated by the reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned or transferred except upon the written consent of both parties hereto. All notices by either party to the other required or permitted hereunder may be sent by regular mail to their respective addresses first set forth above unless sooner revised by written notice.

**WITNESS**

_____
Linda S. McDermott, Clerk

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**MUNICIPALITY OF PRINCETON**

**By**:_____
Elizabeth Lempert, Mayor

By:_____
Eric T. Houseknecht, Vice President