

**RESOLUTION  
BOROUGH OF CLAYTON  
APPOINTING ENVIRONMENTAL RESOLUTIONS INC.  
AS ENVIRONMENTAL ENGINEER FOR THE BOROUGH OF CLAYTON  
FOR THE YEAR 2021, PURSUANT TO THE LOCAL PUBLIC CONTRACTS  
LAW  
(N.J.S.A. 40A:11-1, ET SEQ.)**

**R-25-21**

**WHEREAS**, there exists a need for an Environmental Engineer in the Borough of Clayton for the purpose of providing the Borough with environmental services and advice; and

**WHEREAS**, funds are or will be available for this purpose; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires the governing body of a contracting unit to public a notice in a newspaper authorized by law to publish its legal advertisements, setting forth the nature, duration, service and amount of the contract where such contract is awarded for “professional services” without competitive bidding;

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

That Environmental Resolutions Inc., be hereby appointed as Environmental Engineer for the Borough of Clayton, to provide environmental services and advice to the officials of said Borough for the year 2021.

The term of this contract shall be from January 1, 2021 to December 31, 2021, in an amount not to exceed \$30,000.00.

Donna Nestore, CFO, for the Borough of Clayton certifies the above referenced dollar amount is available through the Environmental Engineer O&E line item in the 2021 budget. The maximum dollar value is based on a reasonable estimate of the goods or services required over the contract term, and the Borough of Clayton is not obligated to spend that amount.

That the appropriate officers of the Borough of Clayton are hereby authorized to enter into the contract with the firm of Environmental Resolutions Inc., for environmental


services above specified, for a term of one (1) year, commencing January 1, 2021, and to be paid in accordance with the 2021 budget.

This contract is awarded without competitive bidding as a "professional service" under the provision of the Local Public Contracts Law because the specialized training, education, experience and specialized knowledge needed for this position cannot be properly described in specifications which would have to be prepared for competitive bidding, and because the law permits agreements for professional services without public advertising and bidding therefore.

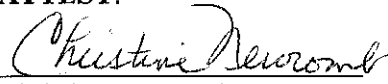
A notice of the award of this contract shall forthwith be printed once in The Sentinel or South Jersey Times, the official newspaper of the Borough of Clayton, authorized by law to publish the legal advertisements of the Borough of Clayton, setting forth the nature, duration, service and amount of the contract, and further stating that this resolution and the annexed contract are on file and available for public inspection in the Office of the Clerk of the Borough of Clayton.

**ADOPTED**, at the reorganization meeting of the Mayor and Council of the Borough of Clayton on January 7, 2021.

**BOROUGH OF CLAYTON**

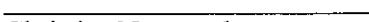
  
Thomas Bianco, Mayor

**ATTEST:**

  
Christine Newcomb  
Municipal Clerk

**CERTIFICATION**

I, Christine Newcomb, Municipal Clerk of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at the reorganization meeting of the Borough of Clayton, held on January 7, 2021.

  
Christine Newcomb  
Municipal Clerk

**BOROUGH OF CLAYTON CONTRACT FOR ENVIRONMENTAL ENGINEERING  
SERVICES WITH ENVIRONMENTAL RESOLUTIONS, INC.**

THIS CONTRACT, made this 7th day of January, 2021, between the Borough of Clayton, a Municipal Corporation in Gloucester County, State of New Jersey, (hereinafter referred to as "Borough"); and Environmental Resolutions, Inc. with Corporate Headquarters in Mount Laurel, New Jersey (hereinafter referred to as "Environmental Engineer"):

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

1. Environmental Engineer will supply to the Borough of Clayton all of the ordinary and usual engineering services required by the Borough of Clayton for the term of this contract and shall be paid in accordance with the annexed fee schedule, and as determined by the Borough of Clayton. Ordinary and usual consulting services covered by this contract shall include the following:
  - A. General correspondence emanating from the Environmental Engineer's office.
  - B. General problems requiring consultation with the Engineer.
2. Engineer will provide any and all environmental engineering services beyond the ordinary and usual consulting services required, if requested by the Borough, for fee to be determined at the rates hereinafter provided. The Engineer shall provide by voucher to the Borough, verification of time spent, job title and rate per man on each job. The fees to be paid to the Engineer shall be in accordance with the attached fee schedule.
3. Engineer hereby agrees to provide to the Borough a cost estimate for all engineering work to be completed beyond the ordinary and usual engineer service prior to the commencement of said work.
4. The term of this contract shall be for a period of one (1) year, commencing on January 1, 2021.
5. This contract is made in conformity with the Local Public Contracts Law of the State of New Jersey and shall be construed in accordance with said act.

BOROUGH OF CLAYTON



\_\_\_\_\_  
THOMAS BIANCO, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHRISTINE NEWCOMB, CLERK

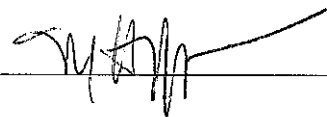
ENVIRONMENTAL RESOLUTIONS, INC.

  
\_\_\_\_\_

PRESIDENT

Christopher J. Noll, PE, CME, PP

WITNESS:

  
\_\_\_\_\_

NANCY HEFFERNAN

NOTARY PUBLIC

STATE OF NEW JERSEY

ID # 50069915

MY COMMISSION EXPIRES OCT. 12, 2022

## Additional Information



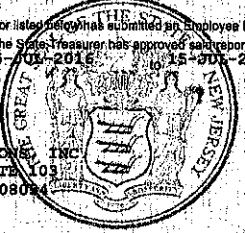
**ENVIRONMENTAL  
RESOLUTIONS, INC.**

Certification 19397

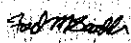
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

GENERAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUL-2016** to **15-JUL-2023**.




**ENVIRONMENTAL RESOLUTIONS, INC.**  
815 E. GATE DRIVE, SUITE 103  
MT. LAUREL NJ 08054

  
**FORD M. SCUDDER**  
Acting State Treasurer

**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
P.O. BOX 282  
TRENTON, NJ 08646-0282

<b>TAXPAYER NAME:</b> <b>ENVIRONMENTAL RESOLUTIONS, INC.</b>	<b>TRADE NAME:</b>
<b>ADDRESS:</b> <b>815 EAST GATE DRIVE SUITE 103</b> <b>MOUNT LAUREL NJ 08054-3415</b>	<b>SEQUENCE NUMBER:</b> <b>0078313</b>
<b>EFFECTIVE DATE:</b> <b>03/29/90</b>	<b>ISSUANCE DATE:</b> <b>08/06/15</b>

  
Director  
New Jersey Division of Revenue

FORM-BRC  
(04-06)-02006-00V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**State of New Jersey**  
Division of Consumer Affairs  
State Board of Professional Engineers and Land Surveyors

**THIS CERTIFIES THAT**  
**ENVIRONMENTAL RESOLUTIONS, INC.**  
815 East Gate Drive  
Suite 103  
Mount Laurel NJ 08054

Has met the requirements of the State Board of Professional Engineers and Land Surveyors and is hereby issued a

***CERTIFICATE OF AUTHORIZATION***

to offer the following services  
Engineering & Land Surveying

Person in Responsible Charge: **CHRISTOPHER J NOLL**

For the names of other Responsible Charge Licensees, go to: <http://www.njconsumeraffairs.com/pels/certprpt.pdf>

Date: November 20, 2020  
Certificate No. 24GA27974500  
Expiration Date: 08/31/2022

  
Acting Executive Director

## ***Additional Information***



**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 et seq., (P.L. 1975, C.127) N.J.A.C. 17:27  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27 5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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.

In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.



## ***Additional Information***

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The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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## ***Additional Information***



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### **LOCAL PUBLIC CONTRACTS LAW EXHIBIT B**

#### **MANDATORY AMERICANS WITH DISABILITIES ACT EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES**

The Contractor and the municipality do hereby agree that the provisions of **Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.)** which prohibits discrimination on the basis of disability by public entities in all service, 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. In providing any aid, benefit, or services on behalf of the Municipality pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Municipality in any action or administration proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Municipality, its agents, servants, and employees from and against any all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administration proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Municipality grievance procedure, the contractor agrees to abide by any decision of the Municipality which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Municipality or the Municipality incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Municipality shall, as soon as practicable after a claim has been made against it, give a written notice thereof the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Municipality or any of its agents, servants and employees, the Municipality shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading or other process received by the Municipality or its representatives.

It is further agreed and understood that the Municipality assumes no obligation to indemnify or save harmless the contractors, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve provisions of this Agreement or otherwise at law.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marquis Professional Risk 485A Route 1 South, Suite 240 Iselin NJ 08830		<b>CONTACT NAME:</b> <b>PHONE (A/C, No., Ext):</b> 732-243-1300 <b>FAX (A/C, No):</b> 973-227-4026 <b>E-MAIL ADDRESS:</b> certificaterequest@marquispro.com		
<b>INSURED</b> Environmental Resolutions Inc. 815 East Gate Drive, Suite 103 Mt. Laurel NJ 08054		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : RLI Insurance Company		13056
		INSURER B : Scottsdale Insurance Company		41297
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

## COVERAGES

CERTIFICATE NUMBER: 1677094103

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	PSB0001918	1/1/2021	1/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PSA0001383	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	PSE0001515	1/1/2021	1/1/2022	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PSW0001716	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liability			VRS0004841	11/7/2020	11/7/2021	Per Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Borough of Clayton  
125 N. Delsea Drive  
Clayton NJ 08312

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## ***2021 Schedule of Hourly Rates***

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### **Engineering and Planning**

Principal	\$ 160.00
Licensed Engineer/Project Manager	\$ 150.00
Licensed Planner	\$ 150.00
Planning Assistant	\$ 90.00
Licensed Site Remediation Professional	\$ 165.00
Hydrogeologist	\$ 90.00
Environmental Scientist	\$ 80.00
Engineering Assistant	\$ 90.00
Licensed/Registered Landscape Architect	\$ 125.00

### **Inspecting**

Senior Inspector	\$ 92.00
Junior Inspector	\$ 80.00

### **Drafting**

CAD Drafter	\$ 112.00
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### **Surveying**

Licensed Surveyor	\$ 130.00
1 Man Robotic Survey Crew	\$ 140.00
2 Man Survey Crew	\$ 185.00

**No charge for routine photo copying or clerical services.**

**Overhead costs are included in the above hourly rates.**

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