

# RESOLUTION

No. \_\_\_\_\_

13-484

Date of Adoption: Feb 15 2013

Factual content certified by

Approved as to Form and Legality

Carly M. Amara  
City Attorney

Walter Denson  
Title: WALTER DENSON, DIRECTOR OF HOUSING AND ECONOMIC DEVELOPMENT

Councilman /woman [Signature] presents the following Resolution:

**RESOLUTION ACCEPTING PROPOSAL AND AWARING CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.4 ET. SEQ. TO BUCHART HORN INCORPORATED, 2 EVES DRIVE, SUITE 110, MARLTON, NJ 08053 FOR THE ASSUNPINK GREENWAY INSTALLATION, FINAL DESIGN, CONSTRUCTION DOCUMENTS AND CONSTRUCTION OVERSIGHT FOR THE CITY OF TRENTON, DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT IN THE AMOUNT NOT TO EXCEED \$77,850.00- RFP#2013-01**

WHEREAS, ten (10) proposals was received on February 14, 2013 for the Assunpink Greenway Installation, Final Design, Construction Documents and Construction Oversight for the City of Trenton, Department of Housing and Economic Development; and

WHEREAS, a notice for a request for proposals was advertised, and ten (10) proposals were received on February 14, 2013 and were evaluated by a committee based on criteria that included experience, references, understanding of requirements and cost; and

WHEREAS, the evaluation committee has recommended Buchart Horn, Inc., 2 Eves Drive, Suite 110, Marlton, NJ 08053 and was deemed to include the necessary qualifications and expertise for the performance of services at the rates listed in the proposal for a period of one year; and

WHEREAS, funds in the amount not to exceed \$77,850.00 have been certified to be available in account number G-FF-12-60-541B-290; and the amount not to exceed \$29,000.00 have been certified to be available in account number G-FF-12-60-542B-290 \$48,850.00, the term shall be from award of contract until completion of project; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contracts itself must be available for public inspection; and

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

The Mayor is hereby authorized to enter into a contract with Buchart Horn, Inc., for the Assunpink Greenway Installation, Final Design, Construction Documents and Construction Oversight for the City of Trenton, Department of Housing and Economic Development.

- This contract is awarded pursuant to the authority set forth in the Local Public Contracts Laws at N.J.S.A.40A:11-4.1.
- 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
BETHEA	✓				MCBRIDE	✓								
CALDWELL WILSON	✓				REYNOLDS JACKSON	✓				MUSCHAL	✓			
CHESTER	✓				HOLLY WARD	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on Feb 15 2013

George P Muschal  
President of Council

[Signature]  
City Clerk Deputy

**PROFESSIONAL SERVICES CONTRACT**  
**RFP # 2013-01**  
**RESOLUTION #13-484**

**THIS CONTRACT**, made this 15<sup>TH</sup> day of **AUGUST 2013** by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City" )and **BUCHART HORN INCORPORATED, 2 EVES DRIVE, SUITE 110, MARLTON, NEW JERSEY 08053 ("CONTRACTOR")**.

**WHEREAS**, the City has a need for the Assunpink Greenway Installation, Final Design, Construction Documents and Construction Oversight for the Department of Housing and Economic Development.

**WHEREAS**, Contractor agrees to perform **PROFESSIONAL SERVICES** in terms and conditions as set forth hereinafter, and the City being agreeable thereto;

**NOW THEREFORE**, the parties mutually agree as follows:

1. **PROFESSIONAL SERVICES:** The City agrees to retain Bucharth Horn Inc., 2 Eves Drive, Suite 110, Marlton, NJ 08053 at the request of and under the general supervision of the City of Trenton, Department of Housing and Economic Development.
2. **SCOPE OF SERVICES:** The contractor warrants that the representations made by it regarding its ability and skill level to carry out these services are true. Contractor shall, in a good, professional and workmanlike manner, in conformity with the responsibilities, demands and ethics of their profession, perform all reasonable and necessary services as described as follows:
  - Create a pleasant pathway experience along the creek
  - Provide shade and greening throughout the urban environment
  - Open up access to the creek and its natural surroundings for recreational and aesthetic enjoyment by residents, workers and visitors
  - Provide safe and easy pedestrian street crossings
  - Increase the marketability of residential and commercial development in the area
3. **DURATION OF THE CONTRACT:** This contract shall remain in full force effective beginning **August 16, 2013 through August 15, 2014.**

4. **COMPENSATION:**

- (a) All work performed by Contractor according to the above described scope of services shall not exceed \$77,850.00.
- (b) Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing;
- (c) In no event during the terms of this Contract, Contractor's billings shall hereunder exceed the amount set forth in Resolution No. 13-484, which is incorporated herein by reference. In the event Contractor anticipates exceeding the aforesaid contract amount, the Independent Contractor, shall give prior written notice to the City of Trenton, Department of Housing & Economic Development. Notice shall be given in the billing cycle before the contract amount is expected to be exhausted.

5. **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.

6. **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.

7. **INTEGRATION:** RFP2013-01 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.

8. **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.

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

10. **MISCELLANEOUS PROVISIONS:**

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;

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.

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.

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.

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.

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.

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, and public agencies. 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).

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

9/17/13

Elizabeth A. Leaman

Buchart Horn, Inc.,  
2 Eves Drive, Suite 110  
Marlton, NJ 08053



Seal

Attest:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Elizabeth A. Leaman, Notary Public  
City of York, York County  
My Commission Expires Oct. 17, 2013  
Member, Pennsylvania Association of Notaries

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

ATTEST:

CITY OF TRENTON

LEONA BAYLOR  
CITY CLERK

HONORABLE TONY F. MACK  
MAYOR

## Request for Qualifications GIS Internship – Division of Planning

### PURPOSE OF THE REQUEST

The City of Trenton, NJ, is seeking a highly motivated Intern to join our team in the Division of Planning from immediate placement to May 2013 and continued throughout the summer if grant is re-awarded. Gain experience in an urban planning department. The Intern will be responsible for GIS related work efforts within the Planning Division and throughout City Hall.

**Background:** The City of Trenton has funding for a GIS Internship to assist Planning Staff in maintaining the integrity and advance productive use of the municipal geographic information systems (GIS) by providing the City with thematic mapping and analysis through the use of our GIS system. Provide quality customer service and communications in performance of daily GIS duties throughout the City.

### Primary Functions

- Provides support to a team of community planners
- Assists staff in collecting and preparing data for various planning projects
- Provide technical support to all City departments for all GIS requests.
- Create spatial and non-spatial GIS data sets, and maintain the integrity of data sets by keeping the data current and accurate.
- Assist in managing and maintaining all ESRI ArcSDE enterprise geodatabases including performance of configuration and tuning, version upgrades (SQL Server and ArcSDE), database security and access and ArcSDE compression and version management.
- Work with other departments to incorporate their existing data and needs in to the GIS system and applications.
- Produce layouts, charts, and GIS-related posters as requested.
- Assist other staff members at various levels in obtaining a higher level of competence in the use of GIS tools.
- Provide graphics and maps and other property-related information to both internal and external customers as directed.
- Perform other duties as assigned or apparent.

### Typical Knowledge

- One year experience with ArcView, Arc/Info, ArcGIS Server and/or other ESRI GIS products, with general knowledge of surveying, mapping and photogrammetric techniques.
- Ability to operate GIS systems, including digital collected topography and terrain models and land databases.
- Must be able to organize, plan and manage multiple tasks with minimal supervision.
- Basic understanding of planning principles desired
- Competency in various computer software programs, such as Microsoft Office, PowerPoint, Outlook, PDF and Internet applications

**Evaluation Criteria:**

Qualifications will be evaluated on the following criteria:

Proven GIS Analysis Experience	50%
Written communication skills	30%
Understanding of Planning Principles	20%

**Qualification Requirements:**

Bachelor's Degree in urban or city planning or a related GIS field required. Current pursuit of Masters Degree is preferred in planning or a related GIS field. Preference will be given to candidates with experience in GIS and work within government. Part-time (maximum 35 hours a week, minimum 20 hours a week). Temporary position from immediate hire – May 2013 during business hours from 8:30 AM to 4:30 PM. Willing to work with colleges or universities to allow for credit. Reference and recognition letter provided at successful end of internship. Please provide a writing sample that includes a GIS analysis.

Valid driver's license is required.

**Required Skills**

- GIS analysis experience and graphic design skills
- Database management skills
- Social media skills
- Strong written and oral communication skills / Strong public presentation skills
- Strong research and analytical skills
- Motivated self-starter able to work independently
- Ability to work effectively in a team environment
- Flexibility and desire to work on varying projects
- Hard work ethic and personable

All resumes and writing samples (GIS analysis) must be submitted no later than February 22, 2013. Emailed to Jeffrey Wilkerson, PP, AICP – Principal Planner at [jwilkerson@trentonnj.org](mailto:jwilkerson@trentonnj.org).



**Final Design, Construction Documents,  
and Construction Oversight**

**Section A: Train Station Pedestrian Link:**

**Task A1: Final Design** LS\$ 12,260

**Task A1-1: Survey** LS\$ 7,150

**Task A2: Develop Construction Bid Specifications /Permitting**  
LS\$ 8,997

**Task A3: Construction Project Management**  
Kick off Meeting LS\$ 1,215

Construction Oversight estimated at 60 hours @ \$ 115 \$ 6,900

**Task A4: Final Inspection** LS\$ 1,653

**SUBTOTAL A** \$ 38,175

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**Section B: Train Station Parking Improvements**

**Task B1: Final Design** LS\$ 12,260

**Task B1-1: Survey** LS\$ 8,650

**Task B2: Develop Construction Bid Specifications /Permitting**  
LS\$ 8,997

**Task B3: Construction Project Management**  
Kick off Meeting LS\$ 1,215

Construction Oversight estimated at 60 hours @ \$ 115 \$ 6,900

**Task B4: Final Inspection** LS\$ 1,653

**SUBTOTAL B** \$ 39,675

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**TOTAL A and B** \$ 77,850

**Offeror:** Buchart Horn, Inc.

**Date:** February 14, 2013