

RESOLUTION

14-208

No. _____

Date of Adoption MAY 01 2014

Approved as to Form and Legality

Factual content certified by

City Attorney *[Signature]*

Title: LUIS MOLLINEDO, DIRECTOR OF PUBLIC WORKS

Councilman /woman *[Signature]*

presents the following Resolution:

RESOLUTION AWARDDING A CONTRACT THROUGH FAIR & OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO LANNING ENGINEERING COMPANY, INC., 3123 KLOCKNER ROAD, HAMILTON, NEW JERSEY 08690 FOR ENGINEERING AND CONSULTING SERVICES FOR PREPARATION OF PLANS AND SPECIFICATIONS FOR THE RECONSTRUCTION OF APPROXIMATELY 450 ADA COMPLIANT CURB RAMPS FOR VARIOUS LOCATIONS IN THE CITY OF TRENTON FOR THE DIVISION OF TRAFFIC IN AN AMOUNT NOT TO EXCEED \$211,280.00 – RFP2013-52

WHEREAS, the City has a need for Engineering and Consulting Services for Preparation of Plans and Specifications for the Reconstruction of approximately 450 ADA Compliant Curb Ramps for the Department of Public Works, Division of Traffic; and

WHEREAS, a request for proposal was advertised, and eight (8) proposals were received on January 7, 2014, and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the proposal of Lanning Engineering Company, Inc., 3123 Klockner Road, Hamilton, New Jersey 08690 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 the amount not to exceed \$211,280.00 have been certified to be available in the following account number C-04-10-65-035A-006; 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 Lanning Engineering Company, Inc., 3123 Klockner Road, Hamilton, New Jersey 08690
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1.
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
BETHEA	✓				HOLLY WARD	✓				MUSCHAL	✓			
CALDWELL WILSON	✓				MCBRIDE	✓								
CHESTER	✓				REYNOLDS JACKSON	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on MAY 01 2014

[Signature]
President of Council

[Signature]
City Clerk

PROFESSIONAL SERVICES CONTRACT

RFP # 2013-52

RESOLUTION #14-208

THIS CONTRACT, made this 1st day of MAY 2014 by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and **LANNING ENGINEERING COMPANY INCORPORATED, 3123 KLOCKNER ROAD, HAMILTON, NEW JERSEY 08690 ("CONTRACTOR")**.

WHEREAS, the City has need for **Engineering and Consulting Services** for preparation of plans and specifications for the reconstruction of approximately 450 ADA compliant ramps for various locations in the City of Trenton for the City of Trenton, Department of Public Works, Division of Traffic & Transportation.

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

NOW THEREFORE, the parties mutually agree as follows:

PROFESSIONAL SERVICES: The City agrees to retain **Lanning Engineering Co., Inc., 3123 Klockner Road, Hamilton, NJ 08690** at the request of and under the general supervision of the City of Trenton, Department of Public Works, Division of Traffic & Transportation.

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:

- The services to be provided includes all surveying of the existing roadway, curbs and sidewalk area and locations of all buildings fronting on each side of the roadway location of all underground and above ground utilities. Review of all existing plans on file in the Engineering Office of the City of Trenton and preparing Existing Condition Plans of the roadway, curbs, sidewalk area, preparing a Topographic Survey of the above areas, including top of curb, gutters, centerline of roadway and sidewalk, sidewalk elevations and spot shots, elevations of all utility manholes and valve covers. All of the above information will be plotted on Plan and Profile at a scale appropriate for the project but no less than 1"=20' from the asbuilt information. Demolition and Construction Plans shall be prepared, which will show the

items to be removed and the items to be reconstructed, including new centerline profile, top of curb and sidewalk elevations. The plan set shall be of such detail that they can be used for Public Bidding of the improvements. Application and plans for the Soil Erosion Sediment Control Certification shall be prepared and submitted to the District.

DURATION OF THE CONTRACT: This contract shall remain in full force effective beginning **May 1, 2014 through April 30, 2015.**

COMPENSATION:

All work performed by Contractor according to the attached scope of services shall not exceed \$211,280.00

(a) Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing;

(b) In no event during the terms of this Contract, Contractor's billings shall hereunder exceed the amount set forth in **Resolution No. 14-208**, 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 Recreation, Natural Resources and Culture. Notice shall be given in the billing cycle before the contract amount is expected to be exhausted.

1. **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.
2. **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.
3. **INTEGRATION:** RFP2013-52 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.

4. **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.

5. **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. 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

Francis A. Goeke PRESIDENT

Lanning Engineering, Co., Inc. Francis A. Goeke
3123 Klockner Road
Hamilton, NJ 08690

Seal

Attest: *Barbara E. Luykes*

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

ATTEST:

CITY OF TRENTON

Richard M. Kachmar
RICHARD M. KACHMAR
CITY CLERK

George P. Muschal
GEORGE P. MUSCHAL
MAYOR