RESOLUTION
No. 15-218

Date of Adoption: MAY 07 2015

Approved as to Form and Legality

David L. Mitchel, Esq., City Attorney

Factual content certified by

Monique King-Viehland, Director
Housing and Economic Development

Councilman/Woman presents the following Resolution:

RESOLUTION AWARDING A CONTRACT THROUGH FAIR & OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO NELSON/NYGAARD CONSULTING ASSOCIATES, INC, 49 WEST 27TH, SUITE 10W, NEW YORK, NY 10001 FOR THE DEVELOPMENT OF THE CITY OF TRENTON'S DOWNTOWN PARKING MANAGEMENT PLAN FOR THE DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT FOR A PERIOD OF ONE YEAR; IN AN AMOUNT NOT TO EXCEED $99,360.91 - RFP2015-03

WHEREAS, the City has a need for the Development of the City of Trenton's Downtown Parking Management Plan for the City of Trenton, Department of Housing and Economic Development; and

WHEREAS, a request for proposal was advertised, and eight (8) proposals were received on February 18, 2015 and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the proposal of Nelson/Nygaard Consulting Associates, Inc, 49 West 27th Street, Suite 10W, New York, NY 10001 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 an amount not to exceed $99,360.91 will be invoiced to Delaware Valley Regional Planning Commission's Transportation and Community Development Initiative Grant and made available in account G-FF-15-60-26-30-290.

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 Nelson/Nygaard Consulting Associates, Inc, 49 West 27th Street, Suite 10W, New York, NY 10001 for a period of one year; in an amount not to exceed $99,360.91.

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.

<table>
<thead>
<tr>
<th>Aye</th>
<th>Nay</th>
<th>Abstain</th>
<th>Absent</th>
<th>Aye</th>
<th>Nay</th>
<th>Abstain</th>
<th>Absent</th>
<th>Aye</th>
<th>Nay</th>
<th>Abstain</th>
<th>Absent</th>
</tr>
</thead>
<tbody>
<tr>
<td>BETHEA</td>
<td></td>
<td></td>
<td>HOLLY WARD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CALDWELL</td>
<td></td>
<td></td>
<td>MUSCHAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WILSON</td>
<td></td>
<td></td>
<td>REYNOLDS JACKSON</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on MAY 07 2015

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP2015-03
RESOLUTION #15-218

THIS CONTRACT, made this 8th day of MAY 2015 by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and NELSON/NYGAARD CONSULTING ASSOCIATES INCORPORATED ("CONTRACTOR").

WHEREAS, the City has need for PROFESSIONAL SERVICES for the Development of the City of Trenton's Downtown Parking Management Plan 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:

PROFESSIONAL SERVICES: The City agrees to exercise the option to extend a contract with Nelson/Nygaard Consulting Associates Inc., 116 New Montgomery Street - Suite 500, San Francisco, CA 94105 for the City of Trenton, Department of Housing and Economic Development.

1. 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 Parking Plan will be incorporated into the Unified Land Use and Circulation Plan for the City. The parking plan will:
- Use two scenarios as the basis for the examination of and plan development for the City of Trenton Parking Utility. Those scenarios are as follows:
  - Repair and operate the parking utility as it currently exists;
  - Replace the system in its entirety;
  - The consultant may also recommend a third option that they believe the City of Trenton should consider;
  - The analysis should include an inventory of parking spaces owned or operated by or on behalf of the City of Trenton and other entities showing the fees charged for such spaces and the manner of collection;
  - The analysis should assess whether or not the current decentralized approach to parking management is the most effective and efficient method and make recommendations accordingly; and
The scenarios should be assessed in an independent manner with no overlap or comparison necessary.

- Identify and articulate the current parking plan and related/potential issues or problems;
- Recommend a set of alternative parking management programs with associated cost/benefit analysis and incorporated structure, technologies, and strategies;
- Articulate savings and benefits of the parking management program that:
  - Reduces land consumption;
  - Reduces costs to governments, businesses, developers, and consumers;
  - Flexibility with facility location and design;
  - Generates revenue;
  - Supports mobility management;
  - Improves walkability;
  - Supports transit;
  - Reduces storm water management costs, water pollution, and heat island effects;
  - Supports equity objectives such as improving travel options for non-drivers and can reduce the need for parking subsidies;
  - Describe how to develop the selected parking management program as an intergovernmental coordinated parking strategy;
  - Establish maximum parking supply standards, and/or more accurate and flexible standards;
  - Identify shared parking opportunities in the District, retail parking;
  - Provide a recommended parking enforcement structure that is efficient, considerate, and fair;
  - Encourage more compact, mixed, multi-modal development;
  - Create a more attractive urban environment;
  - Supports more accessible and efficient land use patterns and land use planning objectives;
  - Give recommendation on commuting programs and benefits, how to better utilize the Transportation Management Association;
  - Address overflow and spillover parking problems;
  - Address bicycle parking/storage and facilities management;
  - Encourage vibrant street level activity;
  - Properly value on-street parking and the optimal rate for on-street parking by neighborhood to make it more convenient and cost effective;
  - Identify any current and potential financial incentives for mode shift;
  - Provide an updated downtown parking policy with administration recommendations;
  - Recommend land use and zoning ordinance revisions;
  - Recommend regulations and city code modifications;
  - Recommend any tax policy changes that support parking management objectives;
  - Give location specific recommendations.

The project will be conducted in two phases. In the first phase, the Contractor will research and design a set of recommended scenarios based on the aforementioned scenarios, each with a cost/benefit analysis, savings, benefits, (a, b, c, & d above) and proposed structure. The City will then select the best
scenario(s) based on the information given. In the second phase, the Contractor will create a finalized Downtown Parking Plan based on the City's selected scenario(s).

- The consultant shall create a comprehensive and inclusive outreach strategy for the Downtown Parking Plan. In addition to the oversight by the Master Plan Steering committee, the development of the Downtown Parking Plan will include input from the State Offices, Mercer County Offices, The City of Trenton, The Trenton Parking Authority, The Trenton Police Department, The Trenton Downtown Association, Mercer County Community College, Thomas Edison State College, major developers and land owners, business owners, nonprofits and residents in the Downtown area. At least two public meetings will be held, either separately, or in connection with ongoing planning projects, such as Trenton250.

2. **DURATION OF THE CONTRACT:** This contract shall remain in full force and shall be awarded for a period of one year beginning **May 8, 2015 to May 7, 2016.**

3. **COMPENSATION:**

   (a) All work performed by Contractor according to the attached scope of services shall not exceed **$99,360.91.**

   (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. 15-218, 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 and Economic Development.

4. **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.

5. **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.
6. **INTEGRATION: RFP-2015-03** 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 nonbinding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract.

7. **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.

8. **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.
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 take 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.

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

[Signature]
Nelson/Nygaard Consulting Associates Inc
116 New Montgomery Street - Suite 500
San Francisco, CA 94105

Seal

Attest: [Signature]

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

ATTEST:

RICHARD M. KACHMAR
CITY CLERK

CITY OF TRENTON

ERIC E. JACKSON
MAYOR