RESOLUTION

No. 16-155

Date of Adoption: APR 21 2016

Approved to Form and Legality
MARC A. MCKETHEN, ESQ., CITY ATTORNEY

Factual content certified by
M. SEAN SEMPLE, ACTING DIRECTOR OF PUBLIC WORKS

Councilman/woman presents the following Resolution:

RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT
THROUGH A FAIR & OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-
20.4 ET SEQ TO ROBERTS ENGINEERING GROUP, LLC, 1670 WHITEHORSE
HAMILTON SQUARE ROAD, HAMILTON, NEW JERSEY 08690 FOR
CONSTRUCTION MANAGEMENT AND INSPECTIONS SERVICES IN AN
AMOUNT NOT TO EXCEED $89,950.00 - RFP2016-01

WHEREAS, the City has a need for Construction Management and Inspection Services for the City of
Trenton, Department of Public Works, Division of Traffic & Transportation for a period of one year; and

WHEREAS, a request for proposal was advertised, and four (4) proposals were received on January 6,
2016 and was evaluated by a committee based on criteria that included experience, understanding of requirements
and cost; and

WHEREAS, the Professional Service proposal of Roberts Engineering Group, LLC, 1670 Whitehorse
Hamilton Square Road, Hamilton, NJ 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 an amount not to exceed $89,950.00 have been certified to be available in account
number (s) C-04-15-55-040C-003-001 ($25,600.00) and C-04-10-55-035C-001-001 ($64,350.00).

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 professional services contract with Roberts Engineering
Group, LLC, 1670 Whitehorse Hamilton Square Road, Hamilton, NJ 08690 for a period of one year; in an
amount not to exceed $89,950.00.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contract 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.

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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on
APR 21 2016

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP # 2016-01
RESOLUTION # 16-155

THIS CONTRACT, made this 22nd day of APRIL 2016 by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and ROBERTS ENGINEERING GROUP, LLC, 1670 WHITEHORSE-HAMILTON SQUARE ROAD, HAMILTON, NEW JERSEY 08690 ("CONTRACTOR")

WHEREAS, the City has a need for CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR FY 2011 NJDOT TRUST FUND RECONSTRUCTION OF S. CLINTON AVENUE PHASE 1 AND FY 2012 NJDOT TRUST FUND RESURFACING OF SOUTH BROAD STREET for the City of Trenton, Department of Public Works, Division of Engineering not to exceed $89,950.00.

WHEREAS, Contractor agrees to CONSTRUCTION MANAGEMENT AND INSPECTION 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 award a contract to ROBERTS ENGINEERING GROUP, LLC, 1670 WHITEHORSE-HAMILTON SQUARE ROAD, HAMILTON, NEW JERSEY 08690 for the City of Trenton, Department of Public Works, Division of Engineering.

A. SCOPE OF SERVICES:

Compliance with NJDOT funding requirements

The project is being funded by an allotment from the New Jersey Department of Transportation and the successful engineering firm will be required to administer the project in accordance with the NJDOT Transportation Trust Fund Authority Act State Aid Handbook for "Procedures for State Aid to Counties and Municipalities". Compliance with these requirements shall / may impact the City's ability to obtain reimbursable funding and shall be the responsibility of the successful firm.

Construction Inspection and Management.

The engineering firm shall schedule and attend a pre-construction meetings including coordination of the same with all necessary stakeholder and utility company representatives. The firm shall provide inspection services as required by the NJDOT and at a minimum include part-time daily inspection of
work performed by the contractors. Inspections shall be performed by personnel certified by NICET Level III or higher.

Construction management services shall include the engineering and inspection of construction work to certify completion of constructed items and resolution of any matters that may arise during construction. The successful firm shall also review and approve submittals from the contractor including shop drawings, construction schedule, periodic / monthly payment requests, man hour / labor certifications, material quantity documents, and participate in the NJDOT process for City to receive reimbursement of funding until final reimbursement is received. The firm shall also schedule and attend periodic project meetings for the duration of the construction projects and may be required to prepare monthly and/or quarterly status reports regarding the projects for submittal to NJDOT.

2. **DURATION OF THE CONTRACT:** This contract shall remain in full force and shall be awarded for a period of **one year beginning March 22, 2016 to March 21, 2017 in an amount not to exceed $89,950.00**

3. **COMPENSATION:**

All work performed by Contractor according to the attached scope of services.

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

In no event during the terms of this Contract, Contractor’s billings shall hereunder exceed the amount set forth in **Resolution No. 16-155** 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 Department of Public Works, Division of Engineering.

(b) **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.

4. **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.
5. **INTEGRATION:** RFP# 2016-01 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.

6. **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.

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

8. **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 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
ROBERTS ENGINEERING GROUP, LLC,
1670 WHITEHORSE-HAMILTON SQUARE ROAD
HAMILTON, NEW JERSEY 08690

Seal

Attest:

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