RESOLUTION

No. 16-406

Date of Adoption: JUL 21 2016

Approved as to Form and Legality:

MARC A. MCKETHEN, Esq., CITY ATTORNEY

Factual content certified by:

DIANA ROGERS, ACTING DIRECTOR
DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

Councilman /woman presents the following Resolution:

RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT THROUGH A FAIR & OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.4 ET SEQ TO NORTHEAST & BUCKS CO. T/A MULLIN & LONERGAN ASSOCIATES, 3909 HATZDALE DRIVE, SUITE 901, CAMPHILL, PENNSYLVANIA 17011 TO PROVIDE ADMINISTRATIVE SERVICES TO SUPPORT THE CITY OF TRENTON’S CDBG, HOME AND ESG PROGRAMS IN AN AMOUNT NOT TO EXCEED $175,000.00 RFP2016-10

WHEREAS, the City has a need for Professional Services to provide Administrative Services to support the City of Trenton’s CDBG, Home and ESG Programs for the Department of Housing and Economic for a period of one year from date of award; and

WHEREAS, a request for proposal was advertised, and four (4) proposals were received on April 20, 2016 and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the Professional Service proposal of Northeast & Bucks Co. T/A Mullin & Lonergan Associates, 3909 Hatzdale Dr., Ste. 901, Camphill, PA 17011 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 $175,000.00 have been certified to be available in account number T-26-16-26-2601-290.

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 professional services contract with Northeast & Bucks Co. T/A Mullin & Lonergan Associates, 3909 Hatzdale Dr., Ste. 901, Camphill, PA 17011 for a period of one year; in an amount not to exceed $175,000.00.

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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CHESTER

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

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP # 2016-02
RESOLUTION # 16-405

THIS CONTRACT, made this 22nd day of JULY 2016 by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and TRIAD ADVISORY SERVICE, T/A/ TRIAD ASSOCIATES, INCORPORATED, 1301 W. FORREST GROVE ROAD, STE., 3A, VINELAND, NEW JERSEY 08360 ("CONTRACTOR")

WHEREAS, the City has a need TO ADMINISTER THE CITY'S HOUSING REHABILITATION PROGRAMS for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, Contractor agrees to ADMINISTER THE CITY'S HOUSING REHABILITATION PROGRAMS 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 TRIAD ADVISORY SERVICE, T/A/ TRIAD ASSOCIATES, INCORPORATED, 1301 W. FORREST GROVE ROAD, STE., 3A, VINELAND, NEW JERSEY 08360 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:

3.1 Program Coordination – The overall coordination and management of the housing rehabilitation program. Monthly project status reports will be required. Applicants must be able to contact the consultant via a local telephone number or a toll free number.

3.2 Maintenance of a Waiting List – The consultant will be responsible for maintaining the City’s existing waiting lists.

3.3 Income Verifications – The consultant will meet with applicants to complete an income verification based on the 24 CFR Part 5, income determination process, to ensure that an applicant’s income is below 80%
of the median income limit. If income documentation is not available, third party verification will be necessary. Ownership of property and paid property taxes must also be verified.

3.4 **Work Write-Up** – A preliminary inspection of the home will be completed in order to determine the rehabilitation needs of the property. The work items will be reviewed with the homeowner to prioritize the needs in relationship to the rehabilitation funding limit – ultimately creating a project scope used for the bid documents.

3.5 **Coordination with Landmarks Commission** – Any units requiring exterior repairs, must be reviewed to determine if they fall within one of the City’s designated Landmarks Areas. Units within those areas requiring exterior work must be submitted for review by the Commission before a scope of services is finalized.

3.6 **Flood Plain Management** – The location of the property on a FEMA flood map must be determined and documented. If the property is located within a flood plain, special rehabilitation guidelines must be followed.

3.7 **Approved Contractor List** – A list of pre-approved contractors must be maintained. A pre-approved contractor is one who can perform the work, maintains adequate insurance coverage (comprehensive general liability, property damage coverage and workmen’s compensation), is not a property owner negligent in paying City of Trenton property taxes, and is not listed on any excluded party list. For houses built prior to 1978, contractors must possess and provide a current HUD approved (via EPA Renovate and Repair Program trainer) certificate for a Lead-Safe Work Practices training or is a HUD Certified Lead Abatement contractor. Approval of Section 3 Firms and certified minority-women business entities (MWBE) as contractors are encouraged. The approved contractor list must be expanded via solicitations and maintained as necessary to help ensure that at least three (3) proposals are received for each rehabilitation project. The consultant shall conduct at least one (1) contractor orientation meeting at City Hall led by a housing inspector from the firm.

3.8b **Lead-Based Paint Inspection/Risk Assessment** – Consultants shall have on staff a state qualified Lead Paint/Risk Assessment Inspector and have possession of a calibrated XRF instrument. A firm who does not employ a Lead Paint/Risk Assessment Inspector may contract with a third party to perform this function. The consultant is expected to provide all necessary Lead-Based Paint Inspections and Risk Assessments. The Lead-Based Paint Inspections and property assessment shall be performed simultaneously. The cost of these services must be included in the proposal.
3.8 **Preparation of Scope of Work** – Work scopes for each project must be clearly written, well-organized, precisely defined and easily understood by all parties. Properties will be rehabilitated according to the Uniform Construction Code and local code, whichever is more stringent. A completed rehabilitation project will reflect a property that meets an acceptable standard, in relation to the project’s rehabilitation scope, and will remain in a safe, sanitary and decent condition for a reasonable number of years. A photo journal must be kept for each project throughout the construction timeline. Project specifications, along with any applicable change orders, must be approved in writing by the homeowner and consultant.

3.9 **Permits** – The consultant will be required to verify proper permits have been pulled by the contractor and closed out by the City.

3.10 **Request for Proposals** – All pre-approved contractors will be notified of the bidding opportunity by the consultant. At least three (3) proposals must be received. Proposals must be returned in an itemized format, according to the work scope. Cost-effective, energy efficient materials and methods shall be used. Proposals must be sealed and not opened until scheduled bid opening date and time. Proposals will be accepted directly by the consultant and the proposal opening process must be thoroughly documented.

3.11 **Award of Contract** – The homeowners will designate which contractor they wish to complete the work on their home. If they choose a respondent which did not provide the lowest proposal, the homeowner must pay the difference in price, plus any applicable change orders. A contract must be executed between the contractor and the homeowner.

3.12 **Legal Instruments** – For any units requiring an affordability control (lien), it must be created by the consultant and signed by the homeowner. The lien must be notarized. The consultant must have a New Jersey notary on staff in order to attest the liens. The consultant will record the lien in the County Clerk’s Office and pay the recording fees. Any subordination or modification of the lien prior to project completion will be completed by the consultant.

3.13 **Waiver of Liens** – The awarded contractor(s) shall execute a Waiver of Liens in order to protect the owner from mechanics liens.

3.14 **Project Oversight** – The consultant shall closely monitor the rehabilitation of each home. Change orders, as necessary, must be prepared by the contractor and approved in writing by the consultant and the homeowner.
3.15 Certification of Completed Work and Warranty – The consultant shall submit the contractor’s payment requests (original invoices) to the City’s Point of Contact. Payment requests must include a signed inspection report by the consultant, certifying the completion of the work being billed. Releases must be obtained from the homeowner for all invoices submitted to the City for payment. Due to the construction contract being between the homeowner and the contractor, the City will pay contractors directly, on behalf of the homeowner. Contractors must supply the homeowner with a written one year warranty.

3.16 Maintenance of Documentation – Original income verification documentation and lead-based paint report must be forwarded to the City prior to the start of construction. All other documentation within the project file (originals) shall be delivered upon completion of construction to the City. The consultant must keep a complete copy of all construction related documents on hand for at least one year following the termination of the professional services agreement. A copy of all documents necessary to satisfy the lien must also be kept.

2. DURATION OF THE CONTRACT: This contract shall remain in full force and shall be awarded for a period of **one year beginning July 22, 2016 to July 21, 2017 in an amount not to exceed $119,250.00.**

Please see Attachment A on Page 8

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. 16-405 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 Housing and Economic Development.

(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# 2016-02 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.

TRIAD ADVISORY SERVICE
T/A/ TRIAD ASSOCIATES, INC.
1301 W. FORREST GROVE ROAD, STE., 3A
VINELAND, NJ 08360

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
Triad Associates proposes to comply with the scope of services as contained in the "Request for Proposal Form – Housing Consultant to Administer Rehabilitation Program – City of Trenton" to include a workload of 30 properties for a not-to-exceed figure of $119,250.00. This is based on compensation for which the rehabilitation process is completed though to project/case closeout.

This projected workload of 30 cases anticipates all qualified applicants proceeding through project completion/closeout. In those situation where an applicant only reaches one or more of the stipulated milestones as cited in our RFP form, and voluntarily withdraws from the program, these cases will be counted toward the total workload of 30.

Please indicate your acceptance by initialing below:

Triad Associates

City of Trenton