RESOLUTION

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 BROWNFIELD REDEVELOPMENT SOLUTIONS, INC., 739 STOKES ROAD, UNITS A&B, MEDFORD, NJ 08055 FOR RECREATION PROJECT MANAGEMENT SERVICES IN AN AMOUNT NOT TO EXCEED $187,571.20 - RFP2016-08

WHEREAS, the City has a need for Professional Services for Recreation Project Management Services for the City of Trenton, Department of Recreation, Natural Resources & Culture, for a period of one year; and

WHEREAS, a request for proposal was advertised, and five (5) proposals were received on March 15, 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 Brownfield Redevelopment Solutions, Inc., 739 Stokes Rd., Units A&B, Medford, NJ 08055 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 $187,571.20 at an hourly rate of $121.52 have been certified to be available in account Number(s) C-04-07-70-102E-004 ($4,860.80), C-04-07-70-028A-000 ($12,152.00), C-04-07-70-102E-003 ($30,380.00), 6-01-55-5550-290 ($14,582.40), C-04-05-70-068E-008 ($2,430.40), C-04-15-70-040E-001 ($52,253.60), C-04-15-70-001B-000 ($36,456.00) and C-04-07-70-102E-002 ($34,456.00).

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 Brownfield Redevelopment Solutions, Inc., 739 Stokes Rd., Units A&B, Medford, NJ 08055 for a period of one year; in an amount not to exceed $187,571.20 at an hourly rate of $121.52.

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.

<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></td>
<td>HOLLY WARD</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></td>
<td>MUSCHAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HARRISON</td>
<td></td>
<td></td>
<td></td>
<td>REYNOLDS JACkSON</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 AUG 18 2016.

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP # 2016-08
RESOLUTION # 16-513

THIS CONTRACT, made this 18th day of AUGUST 2016 by and between the City of Trenton, a Municipal Corporation of the State of New Jersey, ("City") and BROWNFIELD REDEVELOPMENT SOLUTIONS, INC., 739 STOKES ROAD, UNITS A&B, MEDFORD, NJ 08055) ("CONTRACTOR")

WHEREAS, the City has a need for PROFESSIONAL SERVICES for the City of Trenton, Department of Recreation.

WHEREAS, Contractor agrees to provide PROFESSIONAL SERVICES FOR RECREATION PROJECT MANAGEMENT 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 BROWNFIELD REDEVELOPMENT SOLUTIONS, INC., 739 STOKES ROAD, UNITS A&B, MEDFORD, NJ 08055 for the City of Trenton, Department of Recreation.

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 successful firm(s) shall be assigned project(s) for implementation and completion. Projects type may include, but not be limited to the following:

   • Building improvements including structural, electrical, plumbing, aesthetic, and HVAC for historic and non-historic structures;

   • Athletic field enhancements and improvements including, surface treatments (sod, grass, artificial turf), plumbing / irrigation, drainage electrical, and site amenities (batting cages, bleachers, lighting, netting, announcer's booth, concession stands, etc.);

   • Park and playground improvements and repairs including surface treatments, playground apparatus, lighting, drainage;

   • Investigation and / or remediation of environmental concerns at City recreation properties;

   • Acquisitions and / or sales of properties within the City as they pertain to recreational use;

   • Miscellaneous improvements to City owned historic properties, monuments and historic features as needed.
• The successful firm(s) shall be required to perform the following tasks:

• Perform initial investigation of assigned project and make recommendations regarding the scope of work;

• Prepare preliminary cost estimates and schedules;

• Prepare Scope of Work for advertisement or to secure quotations from qualified vendors / firms;

• Assist in the procurement of vendor services for the City in compliance with the New Jersey Local Public Contracts Law & Regulation;

• Review qualifications, proposals and bids received in connection with assigned projects and prepare summary tabulations and recommendations for contract award;

• Prepare municipal resolutions for contracts and change orders;

• Schedule and conduct meetings and prepare agendas and minutes for the same;

• Grant compliance and reporting (including but not limited to Green Acres, Blue Acres, CDBG, HDRSF, etc.);

• Oversight and documentation of activities performed by procured firms and vendors for assigned projects including project schedule and budget;

• Preparation of notices, correspondences as necessary for duration of project;

• Review, editing and approval of payment requests, and preparation of recommendations for payments and change orders; and

• Assist in obtaining required approvals and funding from government agencies such as Planning Board, Zoning Board, New Jersey Department of Environmental Protection (NJDEP), State Historic Preservation Office (SHPO), New Jersey Historic Trust (NJHT), Delaware Valley Regional Planning Commission (DVRPC), Army Corps of Engineering (ACE) etc.:

• Attend site meetings on behalf of the City;

• Make recommendations to the City regarding feasibility and cost effectiveness of project and approaches;
• Coordinate and work with procured firms and contractors to address problems, questions and verify / negotiate rates and costs;

• Conduct periodic site visits and prepare report(s) for same; and

• Prepare and assist with grant reimbursement correspondences and tasks;

• Coordinate with various City staff as necessary to successfully implement the projects.

• Present the project(s) to City government representatives, community organizations, partnering organizations and representatives of funding sources.

• The successful firm shall designate one (1) person with the required experience in project management who must be available to manage ongoing projects. The firm’s designee shall meet with the City’s Director of Public Works or designee on a bi-weekly basis, during which the status and strategies for each project will be reviewed. No changes shall be made to the firm’s designee without prior written approval by the City, following submittal of the firm’s alternate designee’s credentials.

  • The assigned designee of the successful firm must have the following skills and credentials: Bachelor’s Degree in Engineering, Planning, Architecture or related field Professional Certification(s) and/or Licenses

  • A minimum of ten (10) years of experience in project planning and management including but not limited to the following as necessary to meet the goals of the City and address the requirements of the various funding sources

2. **DURATION OF THE CONTRACT:** This contract shall remain in full force and shall be awarded in an amount not to exceed $187,571.20 for a period of one year.

3. **COMPENSATION:** All work performed by the Contractor according to the attached scope of services. The 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.16-513* 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.

4. **STATUS OF CONTRACTOR:** It is expressly understood by and between the parties herefo 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# 2016-08 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.

9. **MISCELLANEOUS PROVISIONS:**

   a. 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:

   b. 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.

   c. 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.

   d. 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.

e. 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.

f. 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.

g. 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).

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

RICHARD M. KACHMAR  
CITY CLERK

ERIC E. JACKSON  
MAYOR

DATE  
9-27-16

DATE  
09/02/2014