RESOLUTION

RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO BANC3 INC., 300 ALEXANDER PARK, SUITE 350 PRINCETON, NEW JERSEY 08540 FOR STRUCTURAL ENGINEERING SERVICES FOR BUILDING CONDITION ASSESSMENTS FOR DUE DILIGENCE PURPOSES FOR ROEBLING BLOCK 2 FOR A PERIOD OF ONE YEAR IN AN AMOUNT NOT TO EXCEED $49,860.00 – RFP# 2016-23

WHEREAS, the City of Trenton has a need for Structural Engineering Services for Building Condition Assessments for Due Diligence Purposes for Roebling Block 2 for the City of Trenton, Department of Housing and Economic Development; and

WHEREAS, a request for proposals was advertised, and eight (8) proposals were received on June 8, 2016 and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of BANC3 Inc., 300 Alexander Park, Suite 350 Princeton, New Jersey 08540 was deemed to have the necessary qualifications and expertise for the performance of the services at the rates budgeted; and

WHEREAS, funds in an amount not to exceed $49,860.00 has been certified to be available in account: G-SS-93-60-086B-290; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Trenton, that:
1. The Mayor is authorized to enter into contract with BANC3 Inc., 300 Alexander Park, Suite 350 Princeton, New Jersey 08540 in an amount not to exceed $49,860.00 for a period of one year.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-41.

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 SEP 15 2016
PROFESSIONAL SERVICES CONTRACT
RFP # 2016-23
RESOLUTION # 16-586

THIS CONTRACT, made this 15th day of SEPTEMBER 2016 by and between the City of Trenton, a Municipal Corporation of the State of New Jersey, ("City") and BANC3 INC., 300 ALEXANDER PARK, STE. 350, PRINCETON, NEW JERSEY 08540 ("CONTRACTOR")

WHEREAS, the City has a need for STRUCTURAL ENGINEERING SERVICES for Building Condition Assessments for Due Diligence Purposes for Roebling Block 2 for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, Contractor agrees to provide STRUCTURAL ENGINEERING SERVICES for the City of Trenton, Department of Housing and Economic Development in terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

1. PROFESSIONAL SERVICES: The City agrees to award a contract to BANC3 inc., 300 Alexander Park, Ste. 350, Princeton, New Jersey 08540 for Building Condition Assessments for Due Diligence Purposes for Roebling Block 2 for the City of Trenton, Department of Housing and Economic Development.

2. SCOPE OF SERVICES:
   A. General Requirements
      a) Project Coordination
         1. The City will designate a Project Manager (referred to as the "City Representative"), who shall have the authority to inspect all work and materials on the Project, and to stop work on the Project when it appears to the City Representative that the requirements of the Consultant Scope of Services are not being met.
            i. The City Representative shall have the authority to reject any work or deliverables which do not meet the requirements of the Scope of Services in the judgment of the City Representative. Any such rejected work shall be redone in a professional manner conforming to the requirements of the Consultant Scope of Services.
            ii. The City Representative shall have the authority to decide questions and make interpretations in regard to issues which arise under the Contract.
         2. Cooperate with the City Representative, and immediately report to the City Representative any questionable or obvious error or omission that may be contained in the Consultant Scope of Services. Do not proceed with work until the City Representative has resolved the error or omission.
3. Comply with City Representative's procedures for project communications; submittals, reports and records, schedules, drawings, and recommendations; and resolution of ambiguities and conflicts.

B. Tasks

a) Boundary and Topographic Survey

i. Engage a New Jersey Licensed Professional Land Surveyor to complete a standard boundary survey of the Site to establish property lines and property corner markers, and topographic (contour) surveys to establish natural and man-made grades. The Land Surveyor must prepare the survey in accordance with the requirements of N.J.A.C. 13:40 Subchapter 5, unless otherwise directed by the City.

ii. Property Surveys: Submit to the City four (4) copies signed and sealed by the Land Surveyor showing the work performed and record survey data. Show boundary lines, monuments, streets, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point. Survey must include location of existing boundary markers including chain-link fence, barricades and other development constructed to indicate the location of the Site boundaries. Include on the survey a certification, signed by Land Surveyor, that principal metes, bounds, lines, and levels of project are accurately positioned as shown on the survey.

iii. Provide to the City a CAD file of the survey prepared according to the Spatial Reference Information requirements of the Mapping and Digital Data Standards New Jersey Department of Environmental Protection (NJDEP) Geographic Information System (October 2013).

iv. Digital data provided to or produced for the NJDEP are required to be in the North American Datum 1983 (NAD83) horizontal geodetic datum and referenced in the New Jersey State Plane Coordinate System (NJSPC); and in the North American Vertical Datum of 1988 (NAVD 88). The NJSPC is the official survey base for the State of New Jersey, as outlined in Chapter 218, Laws of New Jersey, 1989.

C. Visual Inspection and Report

a) The Structural Engineer and the Consultant Team shall carry out a comprehensive visual inspection that shall rely largely on the professional engineering assessment, judgement and advice of the Structural Engineer. The Structural Engineer shall exercise reasonable diligence and take active and personal interest in the planning and carrying out of the inspection of the building. A situation where the Structural Engineer does not visit the buildings or totally delegates the inspection work to the Consultant team is not acceptable.

b) The Structural Engineer shall use an industry accepted standard for conducting the Visual Inspection and Structural Condition Assessment such as the American Society of Civil Engineers (ASCE) 11-90 Standard Guideline for Structural Condition Assessment of Existing Buildings.

c) To inform the Visual Inspection, the Structural Engineer and Consultant Team shall conduct interviews with staff of the City of Trenton to discuss intended reuse of the property and with staff of the NJSDA to discuss work completed at the site during the period of NJSDA ownership and to gain an understanding of the operational and functional issues experienced due to the facility conditions.
d) In general, the Structural Engineer is expected to carry out, with reasonable
diligence, a visual inspection of the following:

1. The condition of the structure of the buildings to identify the types of structural
defects; identify any signs of structural distress and deformation; and to
identify any signs of material deterioration.
2. The loading on the structure of the buildings to identify any deviation from
intended use, misuse and abuse which can result in overloading.
3. Any addition or alteration works affecting the structure of the building to
identify any addition or alteration works which can result in overloading or
adverse effects on the structure.

e) There could be some difficulties in the conduct of a visual inspection as some of
the main structural elements in a building may have been covered up by
architectural finishes. It is therefore important that professional judgement is
exercised by the Structural Engineer to determine which areas that are covered
up should be exposed for inspection.

f) If there are no signs of any structural deterioration or defects, the visual inspection
shall suffice and unless the Structural Engineer otherwise advises, no further action
shall be taken.

g) If, on the other hand, signs of significant structural deterioration or defects are
present, the Structural Engineer shall make a professional assessment of the
deterioration or defect and recommend appropriate actions to be taken and
prepare order-of-magnitude cost estimates for such work. Such actions may
involve repair works or full structural investigation to parts or whole of the building.

h) The Structural Engineer shall prepare and certify a Visual Inspection Report of the
Structural Conditions Assessment including photographs and drawings to
document the findings of the report. At minimum the report shall cover the
following topics:

1. General Information of the Building
2. Structural System of the Building
3. Diary and Scope of the Visual Inspection
4. Survey of Loading on the Building Structure
5. Survey of Addition or Alteration Works to Building Structure
6. Survey of Signs of Structural Defects, Damages, Distress, Deformation or
   Deterioration
7. Survey of exposure to aggressive environment
8. Survey of retaining walls and slope protection structures
9. Survey of safety barriers (e.g. parapets and railings)
10. Other Surveys or Visual Checks Carried Out
11. Code Check: Review of City of Trenton Zoning Ordinance to determine
general lot and building conformance with the present zoning requirements
and the New Jersey State Building Code to determine the general building
code compliance.
12. Recommendation for Additional Work: Material investigation(s) and/or full
structural investigation as necessary.
13. Limitations of the work based on accessibility to building components.
14. Order-of-magnitude cost estimates for recommend actions to address
structural deterioration or defects identified by the Structural Engineer.
D. **Options**  The City reserves the right to select any or all of the Options up to 90 days after award of Contract. The amount proposed by Respondents for Options and stated on the Price Form will be added to the Base Bid amount if the City decides to accept one or more of the offered Options. Options quoted on the Price Form will be reviewed and accepted or rejected at the sole discretion of the City. In the comparison of Proposals, Options will be applied in the same order of priority as listed on the Price Form.

In order for a Proposal to be responsive, the Respondent must submit a price for each Option as listed below. The failure to do so may result in the Proposal being rejected as non-responsive.

a) **Option 1: As-Built Plans**  Using the Boundary and Topographic Survey prepared in Task 1 as basis, the Structural Engineer and Consultant Team shall measure the buildings and prepare "as-built" floor plans, elevations and section drawings showing the present building layout and notate these drawings to show major.

D. **Meetings**  The Consultant shall attend up to three (3) meetings with the City as follows:

a) Kickoff Meeting: Upon receipt of written Notice to Proceed, the Consultant shall prepare for and attend one (1) kick-off meeting prior to the commencement of work with the City and other parties as required including subconsultants and representatives of relevant City Departments.

b) Progress Meetings: The City will schedule and administer meetings throughout progress of the work as needed and to discuss draft deliverables and preliminary findings. The Consultant shall attend up to two (2) Progress Meetings (in addition to the kick-off meeting) during the course of work at no additional charge to City.

E. **Format of Deliverables**  All Deliverables required by the Scope of Work shall be submitted to the City in draft for review and comment prior to finalizing. The Consultant shall then incorporate comments from the City into the documents and resubmit them to the City for approval to finalize. Deliverables shall include:

a) Four (4) sets of all printed final reports and plans.

b) Electronic files containing all source files (Word, Excel, AutoCAD, jpeg or other photograph files, etc.) including text, tables, calculations, figures, maps, photographs, and other materials used to generate the deliverables.

c) Electronic file containing "cover-to-cover" copy of all plan sets and reports in correct page order including all text, tables, figures, photos, and appendices in Acrobat PDF format.

d) The electronic files shall be made available to the City via FTP download. Otherwise, all electronic files shall be provided on CD-ROM and shall be professionally labeled on both the container and disk.

4. **PROPOSALS**

A. Respondents shall provide a written proposal demonstrating the required experience and expertise to perform the required services of this RFP, a workplan to complete all requirements and a schedule showing provision of all required deliverables within six (6) weeks of Notice to Proceed. Proposals must include details of the Respondent
firm’s relevant experience and competence to perform the required work, particularly as it relates to the stated goals of this project. The Respondent shall demonstrate successful experience on at least three (3) projects of similar size and scope of work completed within the past five (5) years. Projects completed for public entities should be preferred. The written proposal shall be no more than five (5) pages in length. The Respondent shall provide two (2) copies of the printed proposal and an electronic cover-to-cover copy of the proposal in PDF format on a professionally labeled CD. The proposal must be accompanied by a completed and signed Price Form (attached) providing the Respondent’s stipulated ("lump sum") offer price to complete the entire scope of work as presented.

B. Proposals must include a company price schedule listing all personnel, equipment and material categories that may be used on the Project indicating a description of the item, the units of delivery and cost per unit item. The price schedule must be provided on the Respondent firm’s letterhead and be signed and dated by a Manager authorized to provide such information.

C. Selection and Evaluation Criteria: The criteria considered in the evaluation of each proposal is described below along with the weight applied to each criteria. All criteria will be used to select the successful Respondent:

a) Understanding of the Requested Work (25%) - The proposals will be evaluated for compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

b) Knowledge and Technical Competence (15%) - This includes the ability of the Respondent to perform all of the tasks and fulfill adequately the stated requirements.

c) Management, Experience and Personnel Qualifications (15%) - Expertise of the firm shall be demonstrated by past contract successes providing government or other agencies with similar services. The Respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, Respondents shall provide personnel qualifications in the Proposal.

d) Ability to Complete the Services in a Timely Manner (10%) - This is based on the estimated duration of the tasks and the Respondent’s ability to accomplish these tasks as stated.

e) Price (35%) - Price shall be based on the Price Form submitted.

5. DURATION OF THE CONTRACT: This contract shall remain in full force and shall be awarded in an amount not to exceed $49,860.00 for a period of one year.

6. 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.16-586 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 Public Works, Trenton Water works.
7. **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 it is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.

8. **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.

9. **INTEGRATION: RFP# 2016-23** 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.

10. **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.

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

12. **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 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.

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) provide by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4

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BANC3 INC.
3300 ALEXANDER PARK STE. 300
PRINCETON, NEW JERSEY 08540

Seal

Attest: David Fraytah - Marketing Coordinator

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

DATE

DATE