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 LSEA CORPORATION, 150 RIVER ROAD, BUILDING E, SUITE E2, MONTVILLE, NEW JERSEY 07045 FOR ARCHITECTURAL DESIGN SERVICES FOR REPAIRS AND ENERGY CONSERVATION IMPROVEMENTS TO VARIOUS NONPROFIT-OWNED BUILDINGS FOR A PERIOD OF ONE (1) YEAR IN AN AMOUNT NOT TO EXCEED $74,250.00 – RFP# 2016-41

WHEREAS, the City of Trenton has a need for Architectural Design Services for Repairs and Energy Conservation Improvements to Various Nonprofit-Owned Buildings for the City of Trenton, Department of Housing and Economic Development for a period of one year; and

WHEREAS, a request for proposal was advertised, and four (4) proposals were received on December 7, 2016, and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of LSEA Corporation, 150 River Road, Bldg., E, Ste. E2, Montville, NJ 07045 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 $74,250.00 for a period of one (1) year have been certified to be available in the following account number T-26-16-26-2601-290.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Trenton, that:

1. The Mayor is hereby authorized to enter into contract with LSEA Corporation, LSEA Corporation, 150 River Road, Bldg., E, Ste. E2, Montville, NJ 07045 for Architectural Design Services for Repairs and Energy Conservation Improvements to Various Nonprofit-Owned Buildings for the City of Trenton, Department of Housing and Economic Development in an amount not to exceed $74,250.00 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:11-5.

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 06 2017

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP # 2016-41
RESOLUTION: 17-166

THIS CONTRACT, made this 4TH Day of APRIL 2017 by and between the City of Trenton, a Municipal Corporation of the State of New Jersey, ("City") and LSEA CORPORATION, 150 RIVER ROAD, BUILDING E, SUITE E2, MONTVILLE, NEW JERSEY 07045 ("CONTRACTOR")

WHEREAS, the City has a need for ARCHITECTURAL DESIGN SERVICES for the Repairs and Energy Conservation Improvements to Various Nonprofit-owned Buildings for a period of one (1) year for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, Contractor agrees to provide ARCHITECTURAL DESIGN 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. **ARCHITECTURAL DESIGN SERVICES:** The City of Trenton agrees to award a contract to LSEA Corporation, 150 River Road, Building E, Suite E2, Montville, New Jersey 07045 for the Repairs and Energy Conservation Improvements to Various Nonprofit-owned Buildings for a period of one (1) year for the City of Trenton, Department of Housing and Economic Development.

2. **SCOPE OF SERVICES:**

1. **Project Coordination**
   A. 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.
   B. 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.
   C. The City Representative shall have the authority to decide questions and make interpretations in regard to issues which arise under the Contract.
   D. Consultant shall 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. The selected Consultant shall not proceed with work until the City Representative has resolved the error or omission.
   E. The selected Consultant shall cooperate with City Representative in allocation of mobilization areas at the site; for project access, traffic, and parking facilities.

D. The selected Consultant shall comply with City Representative's procedures for project communications; submittals, reports and records, schedules, drawings, and recommendations; and resolution of ambiguities and conflicts.

E. Sub-consultants - The Consultant shall assemble a design team of professional consultants and sub-consultants to perform the requested services each knowledgeable in codes and local requirements. The Consultant shall be responsible for ensuring that the work products completed by sub-consultants are coordinated with the Consultant's work product for the project.

F. Coordination with Others - The Consultant shall cooperate with other consultants, contractors, neighboring property owners, building operator and occupants, City Departments and all other Agencies Having Jurisdiction over this project.
2. **Contract Modification Procedures**

A. **Minor Changes to The Work:** Supplemental instructions authorizing minor changes in the scope of work, not involving an adjustment to Contract Sum or Contract Time, may be issued by the City Representative.

B. **Stipulated Sum Change Orders:**

1. Consultant may propose a change by submitting a request for change to City Representative, describing proposed change and full effect on Work, with a statement describing reason for change, and effect on Contract Sum and Contract Time with full documentation.
2. Document each quotation for a change in cost or time with full evaluation of quotation. Provide data to support computations:
   a. Origin and date of claim
   b. Quantities of products, labor, and equipment
   c. Taxes and insurance
   d. Overhead and profit
   e. Justification for change in Contract time
   f. Credit for deletions from Contract, similarly documented

3. **Proposal Request Form:** Use AIA Document G709 for Change Order Proposal Requests or similar.

4. **Change shall be based on Consultant’s price quotation, or Consultant’s request for a Change Order as accepted by City Representative and City.**

C. **Time and Material Change Orders:**

1. Submit itemized account and supporting data after completion of authorized change, within two (2) weeks.
2. Maintain detailed records of work done on a time and material basis. Provide full information needed for evaluation of proposed changes, and to substantiate costs of changes in Work. Provide data to support computations:
   a. Date and time work was performed, by whom
   b. Time records and wage rates paid
   c. Quantities of products, labor, and equipment
   d. Invoices and receipts for products, equipment, and subcontracts, similarly documented

D. **Unit Price Change Orders:**

1. For pre-determined unit prices and quantities, Change Order will be executed on a fixed unit price basis.
2. For unit costs or quantities of units of work that are not pre-determined, execute Work under a Construction Change Directive.
3. Changes in Contract Sum or Contract Time shall be computed as specified for Time and Material Change Order.

E. **Change Directives:**

1. City Representative may issue a document instructing Consultant to proceed with a change in work, for subsequent inclusion in a Change Order.
2. Document will describe changes in Work, and will designate method of determining change in Contract Sum or Contract Time.
3. City Representative may issue a Proposal Request that includes a detailed description of a proposed change. Consultant shall prepare and submit an estimate within ten (10) days, including a proposed change in Contract Time for executing change and period of time during which requested price will be considered valid. (Consultant shall endeavor to not delay project as a result of requested changes.)
4. Promptly execute change in Work.
F. Correlation of Consultant Submittals:

1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust Contract Sum.
2. Promptly revise progress schedules to reflect changes in Contract Time, revise sub-schedules to adjust time for other items of work affected by change, and resubmit.

5. Payment Procedures

A. Consultant applications for payment may be submitted not more than once every thirty (30) days.
B. Deliver to the City Representative prior to the submittal of the first invoice a proposed Schedule of Values that divides the Scope of Services and Contract Sum into milestones or project tasks in sufficient detail to facilitate continued evaluation of invoices and progress reports. Use the Price Form in this RFP as a guide to establish line items for the Schedule of Values. Round amounts for each line item to nearest whole dollar; total shall equal the Contract Sum. Invoicing shall be on a lump sum / percentage completed or unit cost basis as per the Scope of Services and Price Form. Arrange Schedule of Values consistent with format of AIA Document G703 or similar.
C. Each pay application shall be accompanied by a progress statement summarizing the progress made in the billing period and the progress completed to date. The Consultant shall be responsible to provide all necessary documentation as proof of performance of work completed during the payment period or any other proof of performance that may be required by the City Representative.
D. Applications for payment shall be submitted to the City’s Representative for review. The City’s Representative will then either submit the application to the City for payment or will return the application to the Consultant indicating that corrections should be made or additional information or proof of performance may be required. The Consultant shall then resubmit the invoice to the City’s Representative for review and approval.

4. Codes, Regulations and Standards
A. Verify and comply with all applicable Federal, State and local codes, regulations, standards and guidance. Ensure that such requirements are fully understood and they are fully and faithfully implemented and/or enforced.
B. Applicable codes, regulations and standards include, but are not necessarily limited to, the following:
   1. General Ordinances of the City of Trenton
   2. New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)
   5. National Historic Preservation Act (80 Stat. 915, as amended)
   6. Secretary of Interior’s Standard for the Treatment of Historic Properties

5. Professional Licensure

A. All professionals engaged on the project shall have the proper and current qualifications, relevant licenses and certifications required by the State of New Jersey or other Agencies Having Jurisdiction. The Consultant shall provide proof of these qualifications with proposal submission and to the City Representative upon request.

6. Reliance on Prior Work

A. The City may provide to the Consultant as part of this solicitation or at other times during the project, documentation of prior work completed at the site by others including environmental reports, drawings, specifications or other documents either printed or in electronic format. The documentation shall be provided for informational purposes only for the sole use of the Consultant.
B. The City makes no claims as to the correctness or accuracy of the data provided therein. The Consultant shall review and determine for themselves the correctness and accuracy of the information before incorporating and relying on the prior work as part of their work product to the City.

7. Schedule
A. The Consultant shall commence work immediately upon receipt of Notice to Proceed from the City and diligently pursue the work as per a schedule to be determined by the City Representative and the Consultant prior to the commencement of the work. The work schedule shall be updated from time to time by the Consultant to reflect current conditions at no additional cost to the City. The Consultant shall agree to abide by specific timeframes as set forth in the Consultants Scope of Services and complete all work within the indicated periods.
B. The City has established the following schedule for the project:
   1. The Schematic and Design Phases shall be completed within ninety (90) days of Notice to Proceed.
   2. The Contract Document Phase shall be completed within one hundred and twenty (120) days of Notice to Proceed.

SECTION 4: CONSULTANT SCOPE OF SERVICES – TASK ITEMS

The following section presents the specific tasks, which shall be performed as part of this Scope of Services. The Consultant shall provide all required labor, equipment, materials and services and all else necessary to perform the tasks presented in the Scope of Services.

Certain assumptions have been made in preparing this Scope of Services. To the extent possible, these assumptions are stated herein. If the work tasks required are different from the assumptions presented herein or if the City desires additional services, the resultant changes in scope and budget may serve as a basis for modifying this Scope of Services as agreed to by both the City and Consultant.

All work undertaken as part of this Scope of Services will be performed in accordance with all local, state and federal laws and regulations. It is not the intent of the following description of the specific tasks to outline those technical requirements adequately covered by referenced law, regulations, and standards. The Consultant shall furnish high quality work meeting all requirements of this RFP, industry standards, and applicable local, state and federal regulation.

Task 1: Project Management and Control

A. The Consultant shall promote good communication and coordination of all relevant parties throughout the project.
B. The Consultant shall provide regular updates and progress reports to the City’s Representative throughout the project. Upon request by the City’s Representative, the Consultant shall provide summary letter reports on the progress of the work.

C. Project Meetings:

1. **Kick-off Meeting:** Upon receipt of Notice to Proceed, the Consultant shall prepare for and attend one (1) kick-off meeting at Trenton City hall prior to the commencement of work with the City and other parties as required including sub-consultants and representatives of relevant City Departments. The kick-off meeting shall be used to review the Consultant Scope of Services, determine project goals and requirements, update project schedule, coordinate efforts, review payment procedures and set communication protocols.
2. **Initial Site Visits:** At the conclusion of the kick-off meeting the Consultant shall visit each project site with the City Representative to review existing conditions.

3. **Progress Meetings:** The City Representative will schedule and administer meetings throughout progress of the Work as needed. The meetings shall take place at Trenton City Hall, the site, or another place of the City’s choosing. The Consultant shall attend up to two (2) Progress Meetings (in addition to the kick-off meeting and Project Design Meetings) during the course of work at no additional charge to City.

4. **Design Meetings:** At each level of completion (Schematic Design, Design Development, and 100-Percent Construction Documents) the Consultant shall prepare for and conduct at least one (1) design meeting with the City at Trenton City Hall or other location to be selected by the City Representative to discuss the review comments of the submittal. Review comments from the design meetings shall be incorporated into each subsequent design level.

5. **Meeting Notes:** The Consultant shall take notes at all project meetings and submit a draft memo documenting all items discussed to the City’s Representative for review and comment. The Consultant shall then incorporate all comments provided into a final memo and resubmit.

D. The Consultant shall provide to the City, prior to initial kick-off meeting, a work plan and schedule describing actions to be taken by the Consultant to complete the work required by this Scope of Services. The project work plan and schedule shall be updated periodically as necessary and to the satisfaction of the City without additional cost to the City.

E. This task item includes the preparation of special price schedules and invoices that separate and divide task items in a way acceptable to the City that meet the requirements of any funding programs that provide funds for the project. Prior to the commencement of work, the City’s Representative and the Consultant shall prepare a master budget for the project clearly delineating each task item and portions of task items by funding source. The master budget may be updated periodically as necessary and to the satisfaction of the City without additional cost to the City.

F. **Measurement and Payment:**

1. The work specified in this Task will be paid on a lump sum, percent-completed basis as per the stipulated lump sum contract price for the Pay Item titled “Project Management and Control.”

**Task 2: Architectural Design Services**

A. The Consultant shall provide Architectural Design Services that consist of preparing architectural drawings, technical specifications, and contracting requirements (“Construction Documents”) for the repair and rehabilitation of the site. Design services will be performed in three (3) phases including:

1. Schematic Design Phase (30-percent completion level);
2. Design Development Phase (90-percent completion level); and
3. Construction Documents (100-percent completion level).

B. At each level of completion (Schematic Design, Design Development, and 100-percent Construction Documents) the Consultant shall conduct an internal quality control review, assemble the design phase documents and submit the design package to City Representative for review and comment. The design package shall include:

1. **Printed Deliverables** - Three (3) full size printed sets of drawings and three (3) printed copies of the project description reports, technical specifications, quantities and cost estimates, construction schedules and other design documents.
2. **Electronic Deliverables:** All deliverables shall be provided in professionally formatted cover-to-cover copy in PDF format of the entire submittal in correct page order including all text, tables, figures, photos, and appendices. The electronic files shall be made available to the City Representative via e-mail or FTP download. Otherwise, all electronic files shall be provided on CD-ROM and shall be professionally labeled on both the container and disk.

3. **Electronic Source Files:** Electronic files containing all source files of text, tables, drawings, figures, maps, photographs, and other materials used to generate the submittal. Text documents shall be prepared in Microsoft Word. Drawings shall be prepared in AutoCAD. Tables and cost estimates shall be prepared in Microsoft Excel. Project Schedules shall be prepared in Microsoft Project. The electronic files shall be made available to the City Representative via e-mail or FTP download. Otherwise, all electronic files shall be provided on CD-ROM and shall be professionally labeled on both the container and disk.

C. The project is subject to review by the City of Trenton Landmarks Commission for Historic Preservation and the New Jersey Department of Environmental Protection (NJDEP) State Historic Preservation Office (SHPO). All design work must conform to historic preservation standards and be completed in consultation with the City and appropriate historic review agencies.

D. **Items for Repair and Rehabilitation:** To the extent the budgetary limits allow, the following items requiring repair and rehabilitation at the site shall be addressed by the Consultant under the Scope of Services:

1. 27 North Clinton Avenue (Stepping Stones SRO/$400,000). Install new EPDM roof system - remove existing roofing system and install new 0.060 non-reinforced 20 YR fully adhered roofing system - 10,000SF. Installation of metal grid support platform to elevate solar panels; and solar panel arrays (100-175 panels, 300-310 W each) - configured to fit roof contours and alignment.

2. 40 Fowler Street (Carver Center/$120,000). Rebuild parapet; repair concrete cornice; new roof for main building; reconstruct both masonry chimneys; new gutters; repoint rick entire perimeter.

3. 794 East State Street (CYO/$80,000). Replacing roof with a more heavily insulated system. Considering building has sustained water infiltration in past, it is likely water has affected wood-based cover board & rigid insulation, resulting in decayed cover board & decreased thermal resistance in insulation. Also, as insulation requirements of early '90s were much less stringent than today's requirements, its likely existing roof assembly does not conform to present-day energy conservation standards. Replacement of existing asphalt shingles provides opportune time for existing insulation to be evaluated & supplemented or replaced. While this will increase costs, long-term savings in form of heating/cooling costs can be expected. Therefore, project includes removing all existing asphalt shingles to expose underlying components for inspection. Where damaged, existing cover board & rigid insulation panels will be removed & replaced with new elements prior to installation of new underlayment & asphalt shingles. Three existing skylights will be evaluated, as water intrusion around them suggests units may be deteriorated/dysfunctional, requiring replacement with modern-day units & low-E glass, which can increase thermal resistance of roof assembly & save on operating costs.

4. 431 Pennington Avenue (YMCA/$200,000). Enclose the pool area to accommodate its year-round use. Install fabric covered pool structure approximately 66' x 100' kedar strip design, galvanized steel frame, white opaque 16oz fabric.

5. 1004 Division Street (Homefront/$200,000). ADA-accessible bathrooms will be created; energy efficient LED lighting and HVAC systems; and a drop ceiling will reduce energy consumption.
(going from 25-foot height to 10 feet ceiling height). New central air will replace the inefficient and costly use of 2 window air conditioners that inadequately cool the site.

E. **Schematic Design Phase (30-percent completion):** The Consultant shall investigate, analyze and measure the site to the extent necessary to determine the information necessary for the work. The Consultant shall measure and verify available floor plans and drawings (if any exist); analyze building components and mechanical systems. Based on the information developed by the Consultant’s own investigation including information gathered from the City about the goals and requirements of the rehabilitation of the site; and inspection and measurement of the site; the Consultant shall prepare schematic designs, which shall include at minimum:

1. Preliminary site plans, floor plans and elevations.
2. Preliminary Project Description Report of the proposed work including:
   i. Condition Survey Report detailing the present condition of all items listed in Paragraph D of this Section, and recommendations for addressing required repair and rehabilitation work;
   ii. Proposed list of projects in order of priority; and
   iii. Preliminary materials selection.
3. Quantities estimate and an estimate of probable construction cost.
4. Preliminary construction schedule.

F. **Design Development Phase (90-percent completion):** After the approval by the City of the Schematic Design submission package, the Consultant shall prepare Design Development documents. The Design Development Phase shall define the overall scope and approach to each building system and trade. The Consultant shall review the cost of alternate systems with the City. At minimum, the Design Development documents shall include:

1. Code review and a list of all required permits, licenses, reviews, and approvals.
2. Scaled site plans and floor plans showing special features and major elements.
3. Elevations articulating design features and denoting materials.
4. Major building sections demonstrating intent of design and intended construction.
5. Draft technical specifications with a complete Table of Contents and all relevant Sections included.
6. Quantities estimate and an estimate of probable construction cost.
7. Preliminary construction schedule.

G. **Construction Document Phase (100-percent completion):** After the approval of the final Design Development by the City, the Consultant shall provide final architectural drawings signed and sealed by a New Jersey Licensed Architect, technical specifications, and contracting requirements (including any pre-contract revisions and addenda) for construction, together with all procurement requirements of the State of New Jersey and the City of Trenton. The documents shall include all pertinent information required for construction contractors to price and build the project

1. The Project Manual is the bound portion of the Construction Documents and shall include the technical specifications, contract requirements and procurement requirements and shall be prepared in conformance with the requirements of the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.).

H. **Measurement and Payment:**
1. All the work of this Section will be paid under one of the three following Pay Items:

2. The work specified in this Task to complete the Schematic Design Phase will be paid on a lump sum, percent-completed basis as per the stipulated lump sum contract price for the Pay Item titled “Schematic Design Phase.”

3. The work specified in this Task to complete the Design Development Phase will be paid on a lump sum, percent-completed basis as per the stipulated lump sum contract price for the Pay Item titled “Design Development Phase.”

4. The work specified in this Task to complete the Construction Document Phase will be paid on a lump sum, percent-completed basis as per the stipulated lump sum contract price for the Pay Item titled “Construction Document Phase.”

It is expected that this work may lead to the use of engineering and institutional controls to close the case.

2. **DURATION OF THE CONTRACT:** This contract shall remain in full force and shall be awarded in an amount not to exceed **$122,100.00** 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. 17-166** 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.

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# 2016-41** 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

LSEA CORPORATION
150 RIVER ROAD, BUILDING E, SUITE E2
MONTVILLE, NEW JERSEY 07045
Seal

Attest:

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

ATTEST:

PENELOPE S. EDWARDS-CARTER
ACTING CITY CLERK

CITY OF TRENTON

ERIC E. JACKSON
MAYOR

DATE

DATE