RESOLUTION

No. 17-535

AUG 03 2017

Date of Adoption

Factual content certified by
DIANA ROGERS, DIRECTOR OF HOUSING & ECONOMIC DEVELOPMENT

Councilwoman presents the following 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 HUNTER RESEARCH, INC., 120 WEST STATE STREET, TRENTON, NEW JERSEY 08608 FOR THE STATE OF NEW JERSEY MANDATED ARCHAEOLOGICAL MONITORING FOR ASSUMPINK DAYLIGHTING PROJECT UNDER AGREEMENT WITH THE U.S. ARMY CORPS OF ENGINEERS FOR A PERIOD OF ONE (1) YEAR IN AN AMOUNT NOT TO EXCEED $16,900.00 – RFP# 2017-22

WHEREAS, the City of Trenton has a need for Professional Services for Archeological Monitoring and Reporting for Assumpink Daylighting Project for the Department of Housing & Economic Development for a period of one (1) year from date of award; and

WHEREAS, a request for proposals was advertised, and three (3) proposals were received on June 7, 2017 and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of Hunter Research, Inc., 120 West State Street, Trenton, New Jersey 08608 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 $16,900.00 have been certified to be available in grant account number G-FF-10-60-531B-290.

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

1. The Mayor is authorized to enter into a contract with Hunter Research, Inc., 120 West State Street, Trenton, New Jersey 08608 for a period of one (1) year from date of award.

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 AUG 03 2017

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT

RFP2017-22

THIS CONTRACT, made this 4th day of AUGUST 2017 by and between the City of Trenton, a Municipal Corporation of the State of New Jersey, ("City") and HUNTER RESEARCH, INC., 120 WEST STATE STREET, TRENTON, NEW JERSEY 08608 ("CONTRACTOR")

WHEREAS, the City has a need for PROFESSIONAL SERVICES for the State of New Jersey Mandated Archeological Monitoring and Reporting for Assunpink Daylighting Project for S. Broad, Lafayette and Warren Streets for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, Contractor agrees to provide PROFESSIONAL SERVICES 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 retain HUNTER RESEARCH, INC., 120 WEST STATE STREET, TRENTON, NEW JERSEY 08608 hereinafter set forth at the request of and under the general supervision of the Department of Housing and Economic Development.

SCOPE OF WORK

1.0 GENERAL DESCRIPTION

To provide archeological monitoring for part of the project known as the Assunpink Daylighting Project in Downtown Trenton, New Jersey. The project is being conducted under a Project Partnership Agreement (PPA) between the City of Trenton and the United States Army Corps of Engineers. The project involves the removal of a large, covert box culvert through which the Assunpink Creek flows between South Broad and South Warren Streets in downtown Trenton.

The project is expected to break ground in the Fall of 2017, and the duration of the project will be up to 18 months. The archeological monitoring required as part of this project by the State’s Historic Preservation Office, by letter dated May 2, 2017, is only required at two specific areas of the site.

2.0 TECHNICAL SPECIFICATIONS

Details for the performance of project tasks are included below. All work is to be conducted in accordance with NJDEP SHPO requirements and applicable Federal, state and local laws. The scope of work will include all management, labor, materials, expendables and subcontractors necessary to complete the following tasks:

1) Prepare an Archeological Monitoring Protocol;
2) Conduct Archeological Monitoring of specific excavation activities; and
3) Prepare a Summary Report.

The expected scope of work for the aforementioned, tasks will include the following work:
2.1 Archeological Monitoring Protocol Preparation

The contractor will prepare a brief plan that will guide field monitoring and reporting requirements of the monitoring required by SHPO. The plan will be in a format that meets SHPO requirements for Archeological Monitoring Protocols.

2.2 Construction Excavation Monitoring

During specific excavation activities the archeological contractor will mobilize to the site to observe and record excavation activities in accordance with the Archeological Monitoring Protocol. The SHPO has required that archeological monitoring be implemented during the following excavation activities: 1) proximal to the South Broad Street Bridge, which is eligible for the National Register of Historic Places; and 2) the area of the proposed wingwall in the southeast quadrant of the South Warren Street Bridge.

The City of Trenton and the U.S. Army Corps of Engineers will be monitoring ongoing site activities and will provide ample notice to the archeological consultant when archeological monitoring is required. For cost estimating purposes, the field requirements for the archeological monitoring will be a total of 12 full field days of excavation in the areas of concern indicated above at full or half-day intervals. Costs include mobilization, demobilization, transportation, materials, labor and other related costs.

Project meetings for the archeological monitoring will take place, as needed, on site during field monitoring activities.

2.3 Project Reporting

At the conclusion of the implementation of the Archeological Monitoring Protocol, a report of findings will be prepared and submitted that provides a record of all monitoring activities, findings, conclusions, recommendations and other project documentation as required in the Archeological Monitoring Protocol.

This task will also include an additional project meeting in Trenton, New Jersey to discuss the draft report.

3.0 SPECIAL CONDITIONS

3.1 Work Provided By Subcontractor

General
The Subcontractor shall provide quality work and materials meeting the requirements of the specifications. All work shall be performed in accordance with the New Jersey Technical Requirements for Site Remediation, and other applicable Federal, State and local laws.

Work will be conducted in level D personal protective equipment. The site is an active excavation project; field personnel will maintain records of adequate health & safety training.
Health & Safety
The Consultant is responsible for implementation of all health and safety measures taken to complete the required services. The City of Trenton assumes no responsibility for the health and safety of Subcontractor employees or other non-City employees. Unsafe conditions shall be reported to the City of Trenton’s technical contact.

Support of Public Relations
The Consultant shall make every effort to maintain good relations with the existing and nearby property owners, tenants and residents. All Consultant field personnel employed on-site shall be made thoroughly cognizant of the importance of this aspect of the work. All field activities shall be conducted in an efficient and professional manner.

3.2 Technical Contact

The technical contact for the City of Trenton is as follows:

J.R. Capasso, C.P.G.
Brownfields Coordinator
City of Trenton
Department of Housing and Economic Development
Division of Economic Development
319 E. State Street
Trenton, NJ 08608
(609) 989-3501
jcapasso@trentonnj.org

All scheduling shall be coordinated with the technical contact, or other professionals assigned by the Technical Contact. No activities shall commence without prior approval from the City of Trenton.

3.3 Measurement and Payment

The work will be conducted on a Time and Materials, Not to Exceed Basis (T&M, NTE) as indicated below. The contractor may issue invoices on a monthly basis and include invoice backup including labor reports, labor rates, materials, equipment rentals, subcontractors and mark ups. The City of Trenton will make monthly payments and a final payment after the completion of the scope of work and the submission of the Final Report.

No additional or out-of-scope work is to be conducted without prior approval of the City of Trenton’s Technical Contact. No cost or other change orders may be implemented upon agreement but are subject to compliance with New Jersey local government procurement laws and subject to approvals.

2. DURATION OF THE CONTRACT:
This contract shall remain in full force and effect for a period of one (1) year from AUGUST 4, 2017 TO AUGUST 3, 2018 in an amount not to exceed $16,700.00.

3. COMPENSATION:
(a) All work performed by the Contractor is a continuance to complete the project.
(b) The Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing.

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**: Resolution #17-535 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 with the City of Trenton, Department of Public Works, Division of Water and Sewer Utilities.

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.

CITY OF TRENTON

ERIC E. JACKSON
MAYOR

DATE

08/28/17

DATE