RESOLUTION

No. 18-569

Date of Adoption: SEP 06 2018

Presented 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 SUBURBAN CONSULTING ENGINEERS, 96 HIGHWAY 206, SUITE #1, FLANDERS, NEW JERSEY 07836 FOR PROFESSIONAL ENGINEERING SERVICES FOR CONSTRUCTION OBSERVATION AND ADMINISTRATION OF HETZEL FIELD PARK IMPROVEMENTS, HETZEL FIELD PARK, TRENTON, NEW JERSEY IN AN AMOUNT NOT TO EXCEED $121,215.00 - RFP 2018-15

WHEREAS, the City has a need for Professional Engineering Services for Construction Observation and Administration of Hetzel Field Park Improvements, Hetzel Field Park, Trenton, New Jersey for a Period of One (1) Year for the City of Trenton, Department of Public Works; and

WHEREAS, a request for proposal was advertised, and eight (8) proposals were received on February 7, 2018, and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of Suburban Consulting Engineers, 96 Highway 206, Suite #1, Flanders, New Jersey 07836 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 $121,215.00 have been certified to be available in capital account number: C-04-16-70-033E-002.

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 contract with Suburban Consulting Engineers, 96 Highway 206, Suite #1, Flanders, New Jersey 07836 for Professional Engineering Services for Construction Observation and Administration of Hetzel Field Park Improvements, Hetzel Field Park, Trenton, New Jersey in an amount not to exceed $121,215.00 for a Period of One (1) Year for the City of Trenton, Department of Public Works.

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 SEP 06 2018.

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT

RFP2018-15
RESOLUTION 18-569

THIS CONTRACT, made this 7th day of SEPTEMBER 2018 by and between the CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 a Municipal Corporation of the State of New Jersey, ("City") and SUBURBAN CONSULTING ENGINEERS, 96 HIGHWAY 206, SUITE #1, FLANDERS, NEW JERSEY 07836 ("CONTRACTOR").

WHEREAS, the City has a need for PROFESSIONAL ENGINEERING SERVICES for Construction Observation and Administration of Hetzel Field Park Improvements, Hetzel Field Park, Trenton, New Jersey the City of Trenton, Department of Public Works.

WHEREAS, Contractor agrees to provide PROFESSIONAL ENGINEERING SERVICES for Construction Observation and Administration of Hetzel Field Park Improvements, Hetzel Field Park, Trenton, New Jersey the City of Trenton, Department of Public Works in accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

1. PROFESSIONAL ENGINEERING SERVICES:
The City agrees to retain SUBURBAN CONSULTING ENGINEERS, 96 HIGHWAY 206, SUITE #1, FLANDERS, NEW JERSEY 07836 the request of and under the general supervision of the City of Trenton, Municipal Court.

2. SCOPE OF SERVICES

SEE ATTACHED SCOPE OF SERVICES

DURATION OF THE CONTRACT:
This contract shall remain in full force and effect for a period of one (1) year from time of award in an amount not to exceed $121,215.00 from September 7, 2018 to September 6, 2019.

3. 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: Resolution #18-569 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 Administration.

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:**

   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 confirm 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

9/19/2018

DATE

Suburban Consulting Engineers
96 Highway 206, Suite #1
Flanders, New Jersey 07836
Daren J. Phil, President
Seal:

Attest:

R. M. Burger, Vice President / Corporate Secretary
9/19/2018

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

Attest:

Dwayne M. Harris
Municipal Clerk

Date: 10/1/18

City of Trenton

W. Reed Gusciora, Esq.
Mayor

Date: 9/27/18
Site Description and History

The Site is composed of 4 separate parcels, identified by the City of Trenton Tax Assessor as follows: Lots 6, 7 & 8 of Block 25501 and Lot 6 of Block 25601. The street address is 160 N. Olden Avenue, Trenton, New Jersey.

Recreational and commercial development at the site began sometime before 1890. In the course of development, contaminated material (referred to as "historic fill material" or "HFM") was deposited at the site to raise its elevation. HFM typically includes contaminated debris such as brick, metal, wood, or other materials. The pool building and swimming pool are believed to have been originally constructed circa 1935 by the Works Progress Administration (WPA). The pool building appears to have been renovated at least twice during its existence.

A Preliminary Assessment (PA) was conducted by Sovereign Consulting, Inc. in 2016 and a Remedial Investigation (RI) was subsequently conducted by Sovereign in 2017. The RI activities identified polycyclic aromatic hydrocarbon (PAH) and metals contamination in the HFM. As result, all soil at the site is presumed to be contaminated.

CONSULTANT SCOPE OF SERVICES

General Requirements

Payment Procedures
Consultant invoices may be submitted for payment not more than once every thirty (30) days.

Invoicing shall be on a lump sum / percentage completed or unit cost basis as per the task schedule in the proposal price form.

The Consultant's invoice shall be prepared on the Consultant's letterhead and 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 Owner's Representative.

The invoice shall be submitted to the Owner's Representative for review. The Owner's Representative will then either submit the invoice to the Owner for payment or will return the invoice 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 Owner's Representative for review and approval.
The price form includes a line item for a contingency allowance defined as 10% of the Respondents Base Total (the sum of all the base items). If accepted by the City, the contingency will be released as needed by the City and used by the Consultant only as direct by the City or the Owner’s Representative to address unknown or unforeseeable conditions.

Professional Licensure

The Respondent shall provide with the proposal the name, qualifications and copies of all relevant licenses and certifications of all specially licensed and/or certified professionals who shall work on the project.

Professional Landscape Architects and Engineers that prepare and certify plans and documents shall be licensed and registered in the State of New Jersey.

Codes, Permits, and Standards

All work undertaken as part of this Scope of Services by the Consultant and their subcontractors, shall be in conformance with all applicable federal, state and local regulations, including (but not necessarily limited to) the requirements of the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), the General Ordinances of the City of Trenton, the Uniform Construction Code of the State of New Jersey and the Uniform Fire Code of the State of New Jersey.

Preparation of Documents

All text documents required under this Scope of Services shall be prepared in Microsoft Word. Figures and drawings shall be prepared in AutoCAD (v. 2012 LT. or later). Tables and calculations shall be prepared in Microsoft Excel. Project schedules shall be prepared in Microsoft Project.

All drawings, specifications, electronic source files, and all other documents prepared by the Consultant for this project shall be provided to the Owner’s Representative upon request and as required by the Scope of Services.

Reliance on Prior Work

The Owner may provide to the Consultant as part of this solicitation or at other times during the project, documentation of prior work completed at the Property by others including 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. The Owner 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 Owner.
Schedule

The Consultant shall agree to commence work immediately upon receipt of Notice to Proceed from the Owner and diligently pursue the work as per a schedule to be determined by the Owner's Representative and the Consultant prior to the commencement of the work.

The Owner has established the following goals for the project schedule:

- The Consultant will prepare a pre-construction meeting agenda, attend one (1) pre-construction meeting, and record meeting minutes for distribution.
- The Consultant will provide on-site project representation during the one hundred eighty (180) calendar day construction period.
  - The time anticipated for the beginning of Construction Observation will start at ten (10) hours per week, as needed, for the first four (4) weeks.
  - After four weeks into the construction schedule, Construction Observation is anticipated to be forty (40) hours per week until approximately four (4) weeks of construction are left in the one hundred eighty (180) calendar day schedule.
  - During the final four (4) weeks of construction, it is anticipated that Construction Observation will reduce to approximately thirty (30) hours per week until the Contractor's completion date is reached.

Service Task Items

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

Task Item 1 - Construction Administration

The Consultant shall provide construction administration services to support the timely and accurate execution the construction contract for the Hetzel Field Park Improvements. These services will include meeting preparation and attendance, submittal review, invoice processing, and project closeout support.

Pre-construction

The Consultant shall prepare a pre-construction meeting agenda which will be reviewed by the Owner's Representative one (1) week prior to the meeting. The Consultant will attend one (1) pre-construction meeting and record meeting minutes, review the project schedule, submittal requirements, construction sequencing, payment procedures and set communication protocols with the Owner's Representative and the construction contractor. Meeting minutes will be provided in draft form for review and a final draft will be distributed within one (1) week of the meeting.

In addition to the pre-construction meeting, the Consultant shall prepare for and attend (1) kick-off meeting and up to two (2) additional meetings with the City, regulators, stakeholders and other project partners to review specific project goals.
Construction Period

The Consultant shall assume all duties and responsibilities and have the authority assigned as the Engineer by the Owner, as designated in Section 105 of the Technical Specification and as referenced throughout the Appendices attached hereto.

The Consultant shall provide regular updates and progress reports to the Owner’s Representative and shall attend construction project update meetings with the Owner’s Representative and the construction contractor throughout construction to review progress and discuss construction issues.

The Consultant shall promote good communication and coordination of all relevant parties throughout the project. At all meetings, the Consultant shall take notes at the meeting and submit a draft memo documenting all items discussed to the Owner’s Representative for review and comment. The Consultant shall then incorporate all comments provided into a final memo and resubmit.

The Consultant shall review and provide written comment within seven (7) business days on all submittals, work plans, and written requests for information (RFI) or interpretation of drawings and technical specifications; shop drawings; and material submittals. The Consultant is responsible for ensuring accuracy in executing the Construction Drawings and Specifications, and shall revise drawings and specifications as necessary to address unforeseen conditions that may be identified during construction.

The Consultant shall review the Contractor’s progress payment application in accordance with the Construction Specifications. A recommendation for payment letter shall be prepared by the Consultant with supporting documentation reflecting the schedule of values. The consultant shall ensure all supporting documentation is obtained from the Contractor in accordance with the Construction Specification payment requirements.

The Consultant shall assist the Owner’s Representative as necessary in the preparation of Change Orders and Change Directives, including the approval of any departure from the drawings or specifications.

Project Close-out

The Consultant shall assist in project close-out tasks including preparation of punch lists, and inspecting the project to determine substantial and final completion in accordance with the Construction Specifications.
Task Item 2 – Construction Observation

The Consultant shall provide as needed on-site project representation in accordance with the goals for the project schedule, as listed above, during the one hundred eighty (180) calendar day construction period. The Consultant shall review construction progress, record observations, verify that design and materials specifications are being met, report deviations from design documents and provide field clarifications.

The Consultant shall conduct inspections in accordance with the Construction Specifications and ensure that construction tasks meet the regulatory, administrative and engineering requirements for the project.

Proposal Requirements

Proposals shall include all materials required by this RFP and address the requirements of the RFP in the exact order set forth below. They should be as concise as possible and must not contain any promotional, advertising or display material. Failure to comply with any of the items listed in the Proposal Requirements is a basis for rejection of the proposal. All proposals must include the following information:

1. Letter of Transmittal
   Include the firm’s understanding of the work to be performed; state why the firm believes itself to be the best qualified to perform the services requested; state the Management Contact (representative authorized to sign an agreement for the firm) and Project Manager (person responsible for day-to-day management of the project).

2. Table of Contents
   Include a clear identification of the material by section and by page number.

3. Project Personnel
   Proposals must identify by name the lead Consultant, subcontractors and key professional staff that will be assigned to carry out the work, and a listing of their qualifications and areas of expertise, copies of relevant licenses and certifications, and proposed project responsibilities. Key project team members may not be replaced except with express written consent of the Owner.

4. Scope of Services
   Proposals must address all items set forth in the “Consultant Scope of Services”. The proposals must provide a detailed plan demonstrating the respondent’s approach and methodology and how the respondent shall
complete all requirements of each item and comply with applicable law and regulation.

Proposals should provide a detailed schedule with project sequencing, including suggested payment milestones, and demonstrate agreement to work on a timely and interactive basis with the Owner.

The methods and procedures, and all subcontractors and professionals that shall be used to complete each task item must be provided in detail to demonstrate the respondent’s technical understanding and regulatory requirements of the work.

Additional information which, in the opinion of the respondent, should be included must be clearly identified.

5. **Price Schedule**

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.

6. **References**

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 bidder shall demonstrate successful experience on at least three (3) projects of similar size and scope of work as the project within the past five (5) years. Projects completed for public entities should be preferreded.

7. **Exceptions to the RFP**

Any modifications or revisions to the Scope of Services, required task categories or proposed schedule that could improve or facilitate the completion of the project should also be included in the proposal. Proposals should identify any increase or decrease in the level of effort associated with the modification. Proposals should discuss any potential difficulties, delays, or variances in carrying out the work.

8. **Submittals and Certifications**

Respondent must provide all submittals and certifications required by the RFP.

The respondent must complete the Price Form included with this RFP. The form must be signed and dated by respondent.