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 ROBERTS ENGINEERING GROUP, LLC, 1670 WHITEHORSE-HAMILTON SQUARE ROAD, HAMILTON, NEW JERSEY 08690 FOR ENGINEERING AND CONSULTING SERVICES FOR NJDEP LAND USE PERMITTING FOR THE FORMER CLINTON COMMERCE PROPERTY AT 780 NORTH CLINTON AVENUE AND THE FORMER ANTHONY STORCELLA AND SONS, INC. PROPERTY AT 21 NOTTINGHAM WAY IN AN AMOUNT NOT TO EXCEED $40,150.00- RFP 2018-25

WHEREAS, the City has a need for Engineering and Consulting Services for NJDEP Land Use Permitting for the Former Clinton Commerce Property at 780 North Clinton Avenue and the Former Anthony Storcella and Sons, Inc., Property at 21 Nottingham Way for the City of Trenton, Department of Housing and Economic Development for a Period of One (1) Year from time of award; and

WHEREAS, a request for proposal was advertised, and three (3) proposals were received on June 7, 2018, and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of Roberts Engineering Group, LLC, 1670 Whitehorse-Hamilton Square Road, Hamilton, New Jersey 08690 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 $40,150.00 have been certified to be available in Capital account number: C-04-10-60-035b-002-001.

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 Roberts Engineering Group, LLC, 1670 Whitehorse-Hamilton Square Road, Hamilton, New Jersey 08690 for Engineering and Consulting Services for NJDEP Land Use Permitting for the Former Clinton Commerce Property at 780 North Clinton Avenue and the Former Anthony Storcella and Sons, Inc., Property at 21 Nottingham Way for a Period of One (1) Year from time of award in an amount not to exceed $40,150.00 for the City of Trenton, Department of Housing and Economic Development.

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 0 6 2018.

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT

RFP2018-25
RESOLUTION 18-564

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 ROBERTS ENGINEERING GROUP, LLC, 1670 WHITEHORSE-HAMILTON SQUARE ROAD, HAMILTON, NEW JERSEY 08690 ("CONTRACTOR").

WHEREAS, the City has a need for ENGINEERING AND CONSULTING SERVICES for NJDEP Land Use Permitting for the Former Clinton Commerce Property at 780 North Clinton Avenue and the Former Anthony Storcella and Sons, Inc., Property at 21 Nottingham Way for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, Contractor agrees to provide ENGINEERING AND CONSULTING SERVICES for NJDEP Land Use Permitting for the Former Clinton Commerce Property at 780 North Clinton Avenue and the Former Anthony Storcella and Sons, Inc., Property at 21 Nottingham Way for the City of Trenton, Department of Housing and Economic Development 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:

ENGINEERING AND CONSULTING SERVICES: The City agrees to retain ROBERTS ENGINEERING GROUP, LLC, 1670 WHITEHORSE-HAMILTON SQUARE ROAD, HAMILTON, NEW JERSEY 08690 the request of and under the general supervision of the City of Trenton, Department of Housing and Economic Development.

1. 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 $40,150.00 from September 7, 2018 to September 6, 2019.

2. 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.

3. 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.

4. INTEGRATION: Resolution #18-564 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 with the City of Trenton, Department of Administration.
5. **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.

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

7. **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.

ATTEST:

DWAYNE M. HARRIS
MUNICIPAL CLERK

DATE 10/4/18

CITY OF TRENTON

W. REED GUSCIORA, ESQ.
MAYOR

DATE 10-3-18
grade prior to site development. The direct contact exposure pathway will be mitigated immediately by implementation of the proposed cleanup activities, which includes permeable and impermeable caps, and a fence. In addition, an institutional control in the form of a deed notice will be recorded to prevent certain future activities or uses at the site, which otherwise might increase the potential for human exposure to site contaminants.

CONSULTANT SCOPE OF SERVICES

General Requirements

Project Coordination

The City will designate a Project Manager (referred to as the “Owner’s 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 Owner’s Representative that the requirements of the Consultant Scope of Services are not being met.

The Owner’s 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 Owner’s Representative. Any such rejected work shall be redone in a professional manner conforming to the requirements of the Consultant Scope of Services.

The Owner’s Representative shall have the authority to decide questions and make interpretations in regard to issues which arise under the Contract.

Cooperate with the Owner’s Representative, and immediately report to the Owner’s 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 Owner’s Representative has resolved the error or omission.

Comply with procedures established by the Owner’s Representative for project communications; submittals, reports and records, schedules, drawings, and recommendations; and resolution of ambiguities and conflicts.

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. Task Items 2 through 5 are subject to 10% retainage which shall be released upon receipt of the approved permit, granted by the NJDEP.
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.

**Contract Modification Procedures**

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 Owner’s Representative.

Consultant may propose a change by submitting a request for change to Owner's Representative, describing the 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.

Owner’s Representative may issue a document instructing Consultant to proceed with a change in work, for subsequent inclusion in a Change Order. Document will describe changes in Work, and will designate method of determining change in Contract Sum or Contract Time.

Owner’s 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 the project as a result of requested changes and shall promptly execute change in Work.

**Professional Licensure**

The Consultant Team shall be led by a New Jersey licensed Professional Engineer experienced in conducting all aspects of permitting within the New Jersey Department of Environmental Protection’s (NJDEP) Division of Land Use Regulation for publically funded projects.

The name of the Engineer, members of the proposed Consultant Team, and all specially licensed and/or certified professionals who shall work on the project, shall be provided with the Respondent's proposal along with qualifications, copies of all relevant licenses and certifications, and documentation of experience with similar projects. Neither the Engineer nor members of the proposed Consultant Team may be removed or changed without the express written consent of the City.
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 Flood Hazard Area Control Act Rules (N.J.S.A 7:13), New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), Soil Erosion and Sediment Control Act (N.J.S.A. 4:24-1 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.

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.

All Deliverables required by the Scope of Services 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:

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

In addition to the deliverables outlined above, the Consultant shall be responsible for all printing and delivery costs of documentation provided to the City for record purposes and documentation required for permit submittal to all regulatory agencies.
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 project schedule:

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<th>Milestone</th>
<th>Weeks from NTP</th>
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<tr>
<td>Notice to Proceed (NTP)</td>
<td>0</td>
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<tr>
<td>Kick-off Meeting</td>
<td>1</td>
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<tr>
<td>Boundary &amp; Topographic Survey Complete</td>
<td>4</td>
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<tr>
<td>Updated Plans &amp; Reports Complete</td>
<td>6</td>
</tr>
<tr>
<td>Pre-Application Meeting with NJDEP</td>
<td>8</td>
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<tr>
<td>Final Plans &amp; Reports Complete</td>
<td>10</td>
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<tr>
<td>Permit Submitted to Regulatory Agency</td>
<td>11</td>
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<tr>
<td>Correspondence with NJDEP as necessary to obtain permit approval</td>
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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 - Update Boundary and Topographic Survey

The Consultant shall engage a New Jersey Licensed Professional Land Surveyor to update the existing conditions on the boundary and topographic survey of the site which shall include any updates to the property lines and property corner markers since the Langan 2010 survey was completed. 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. The AutoCAD files of the previous survey will be made available to the Consultant.
This shall include a review of all available records (i.e., deeds, tax maps, etc.) to obtain sufficient documentation and evidence to render a survey plan that is correct as well as accurate to the stated specifications and standards. Notify the City of any title discrepancies uncovered during the preparation of the survey, and render a professional opinion as to how to rectify the discrepancy. Discrepancies that are not resolved in the process of boundary analysis by the surveyor must be shown on the survey.

Include utility information in the subject site areas. This information should be gathered from field locations and from supplied reference mapping including information available from municipal and public sources for underground and overhead utilities.

The Consultant shall be responsible for clearing of areas needed for the survey to meet permit requirements.

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.

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).

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.

Task Item 2 - Update the Proposed Improvements and Grading Plans

A Restricted Access Area has been determined for a large portion of the site and previously proposed trails, fences, and other improvements need to be removed from this area on the site plan. In addition, a final grading plan will need to be reconciled with existing conditions to ensure no net filling will occur.

Prior to updating the documents the Consultant shall review the plans, reports and other information included within the Appendix, and any other supplemental documentation of prior work completed at the Property provided by the Owner. The consultant shall incorporate the scope of redevelopment improvements as depicted on the Nottingham Greenway at Assunpink Creek, Trenton, NJ - Conceptual Remediation Plan, Figure 2, with the exception of improvements shown on the triangular shaped lot at the northeast corner of the intersection of

EFF2018-25 ENGINEERING AND CONSULTING SERVICES FOR NJDEP LAND USE PERMITTING FOR THE FORMER CLINTON COMMERCIAL PROPERTY AT 780 NORTH CLINTON AVENUE AND THE FORMER ANTHONY STORCELLA AND SONS, INC. PROPERTY AT 21 NOTTINGHAM WAY