

RESOLUTION

No. 19-60

Approved as to Form and Legality

JOHN MORELLI, CITY ATTORNEY

Councilman/woman

Date of Adoption

FEB 07 2019

Factual content certified by

ARTHUR LISTON, INTERIM DIRECTOR OF DEPARTMENT
HOUSING AND ECONOMIC DEVELOPMENT

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 BROWNFIELD REDEVELOPMENT SOLUTIONS
INCORPORATED, P.O. BOX 2293, MEDFORD, NEW JERSEY 08055 TO PROVIDE PROFESSIONAL
SERVICES FOR ENVIRONMENTAL PROJECT, GRANT MANAGEMENT FOR THE CITY'S
BROWNFIELDS PROGRAM FOR A PERIOD OF ONE (1) YEAR IN AN AMOUNT NOT TO EXCEED
\$191,160.00 – RFP# 2018-44**

WHEREAS, the City of Trenton has a need for Professional Engineering Services for Environmental Project and Grant Management for the City's Brownfields Program 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 three (3) proposals were received on October 11, 2018, and was evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of Brownfield Redevelopment Solutions, Inc., P.O. Box 2293, Medford, New Jersey 08055 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 \$191,160.00 for a period of one year have been certified to be available in the following account number (s) C-04-10-60-035B-002-001 (\$74,161.36), C-04-013-60-018F-002 (\$58,281.06), G-FF-10-60-531B-290 (\$5,797.58), C-04-16-70-035E-002 (\$1,200.00), G-FF-12-60-061B-290 (\$24,000.00), G-SS-93-60-086B-290 (\$7,800.00), and G-FF-12-60-064B-290 (\$7,200.00).

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

1. The Mayor is hereby authorized to enter into a contract with Brownfield Redevelopment Solutions, Inc., P.O. Box 2293, Camden, NJ 08102 for Professional Engineering Services for Environmental Project and Grant Management for the City's Brownfields Program in an amount not to exceed \$191,160.00 for a period of one (1) year 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.

| | Aye | Nay | Abstain | Absent | | Aye | Nay | Abstain | Absent | | Aye | Nay | Abstain | Absent |
|--------------------|-----|-----|---------|--------|-----------|-----|-----|---------|--------|---------|-----|-----|---------|--------|
| BLAKELEY | ✓ | | | | MUSCHAL | ✓ | | | | MCBRIDE | ✓ | | | |
| CALDWELL WILSON | ✓ | | | | RODRIGUEZ | ✓ | | | | | | | | |
| HARRISON | ✓ | | | | VAUGHN | ✓ | | | | | | | | |

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on

FEB 07 2019

Kathy McBride
President of Council

City Clerk

PROFESSIONAL SERVICES CONTRACT

RFP2018-44
RESOLUTION 19-60

THIS CONTRACT, made this 8TH day of FEBRUARY 2019 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 **BROWNFIELD REDEVELOPMENT SOLUTIONS INCORPORATED, P.O. BOX 2293, MEDFORD, NEW JERSEY 08055** ("CONTRACTOR").

WHEREAS, the City has a need for **PROFESSIONAL ENGINEERING SERVICES FOR ENVIRONMENTAL PROJECT AND GRANT MANAGEMENT FOR THE CITY'S BROWNFIELDS PROGRAM** for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, Contractor agrees to provide **PROFESSIONAL ENGINEERING SERVICES FOR ENVIRONMENTAL PROJECT AND GRANT MANAGEMENT FOR THE CITY'S BROWNFIELDS PROGRAM** 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:

PROFESSIONAL ENGINEERING SERVICES FOR ENVIRONMENTAL PROJECT AND GRANT MANAGEMENT FOR THE CITY'S BROWNFIELDS PROGRAM The City agrees to retain **BROWNFIELD REDEVELOPMENT SOLUTIONS INCORPORATED, P.O. BOX 2293, MEDFORD, NEW JERSEY 08055** ("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 February 8, 2019 to February 7, 2020 in an amount not to exceed \$191,160.00.

- 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 #19-60 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 Housing and Economic Development.

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.
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
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.

Sarah Ypsenbach
BROWNFIELD REDEVELOPMENT
SOLUTIONS INCORPORATED
P.O. BOX 2293
MEDFORD, NEW JERSEY 08055

2/21/19
DATE

Seal: *2/16/2022*
Attest: *Judith Pah*

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

ATTEST:

Dwayne M. Harris
DWAYNE M. HARRIS
MUNICIPAL CLERK

DATE

CITY OF TRENTON

W. Reed Gusciora
W. REED GUSCIORA, ESQ.
MAYOR

DATE

- A minimum of 15 years of experience in environmental planning, brownfields project management and environmental grant management;
- Demonstrated experience in writing and managing grants for: brownfields assessment, investigation and cleanup; open space; wetlands restoration; waterfront development; urban redevelopment and related economic development;
- Familiarity and Experience in Brownfield redevelopment project management;
- Familiarity and Experience with environmental regulations of the State of New Jersey.

Work to be completed under this contract will be under the direct oversight of the Division of Economic Development's Brownfields Coordinator and, ultimately, the Director of the Department of Housing & Economic Development

The technical contact and Brownfields Program Manager for the City of Trenton is:

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

2.0 Scope of Work

Work may include all phases of the following project categories or tasks:

2.1 Brownfield Grant Coordination and Management

The City of Trenton's Brownfields Program relies heavily on competitive funding obtained from various sources. As part of this contract, the consultant will be responsible for:

- Preparation and submittal of Federal, State and other applications for brownfields and related (economic development, planning, open space, trails, other environmental) grants, including but not necessarily limited to the following grants or grant programs:
 - USEPA Brownfield grants (Assessment, Cleanup, Planning, other);
 - NJDEP/NJEDA HDSRF grants;
 - NJDEP Section 319(h) grants;
 - USEDAs grants;

- NJ Environmental Infrastructure Trust Fund Grants;
 - FEMA grants
 - Transportation grants (NJDOT, USDOT)
- Preparation of legal documentation required for grant applications and award acceptance,
- Grant Management including, but not limited to, technical and professional consulting on all matters relating to brownfields and related grants including correspondence, compliance, cooperative agreements, record-keeping and financial monitoring;
- Grant Reporting in accordance with applicable requirements
- Track grant and programmatic metrics
- Prepare and submit award applications as directed (Phoenix Awards; Environmental Justice Awards, etc.)
- Additional Brownfields Financing Assistance
 - Identification of grants, tax incentives, and other financial assistance;
 - Application writing for grants and other incentives;
 - Fulfillment of administrative requirements of incentives; and
 - Serve as a communication link between Trenton and funding agencies.

Currently active grants being managed by the Brownfields Program include the following:

| | |
|--|---------------------------------|
| USEPA Hazardous Materials Assessment Grant | \$200,000 |
| USEPA Petroleum Assessment Grant | \$200,000 |
| USEPA Cleanup Grant: Pattern Machine & Foundry | \$200,000 |
| USEPA Cleanup Grant: Storcella | \$200,000 |
| USEPA Cleanup Grant: Clinton Commerce Center | \$200,000 |
| USEPA Cleanup Grant: Scarpatti | \$200,000 |
| USEPA Cleanup Grant: Federated Metals Site | \$200,000 |
| HDSRF Grant: Magic Marker BDA | ~\$200,000 remaining from ~\$2M |
| HDSRF Grant: Hetzel Field | ~\$188,000 |
| HDSRF Grant: Storcella site | ~\$523,000 |
| NJDEP 319(h) grant: Assunpink Daylighting | >\$3.2M |