

PROFESSIONAL SERVICES CONTRACT

RFP2020-46

RESOLUTION 21-015

**DEMOLITION CONSULTANTS FOR PROFESSIONAL ENGINEERING AND CONSTRUCTION
ADMINISTRATION SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM NEIGHBORHOOD REDEVELOPMENT AND REVITALIZATION PILOT (NRRP) PROGRAM
AND OTHER FUNDED WORK**

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING

THIS PROFESSIONAL SERVICES CONTRACT ("Contract"), made this 22ND day of JANUARY 2021 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 **ENGENUITY INFRASTRUCTURE, 2 BRIDGE AVENUE, SUITE 323, RED BANK, NEW JERSEY 07701** ("CONTRACTOR").**

WHEREAS, the City has a need for **DEMOLITION CONSULTANTS FOR PROFESSIONAL ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM NEIGHBORHOOD REDEVELOPMENT AND REVITALIZATION PILOT (NRRP) PROGRAM AND OTHER FUNDED WORK** for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, the City agrees to retain **ENGENUITY INFRASTRUCTURE, 2 BRIDGE AVENUE, SUITE 323, RED BANK, NEW JERSEY 07701** to perform these services in accordance with the terms and conditions of this agreement.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES:** Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.
- 2. DURATION OF THE CONTRACT:** This contract shall remain in full force and effect for a period of one (1) year from **JANUARY 22, 2021** to **JANUARY 21, 2022**.
- 3. COMPENSATION:** For the satisfactory completion of the services to be provided under this Contract, the City of Trenton will pay the Contractor a sum, not to exceed **\$ 150,000.00**, that the City of Trenton agrees to pay as set forth herein. As full compensation for Services satisfactorily rendered, City shall pay Contractor at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event during the terms of this Contract, Contractor's billings shall hereunder exceed the amount set forth in **Resolution No. 21-015** which is incorporated herein by reference. In the event the Contractor anticipates exceeding the aforesaid contract amount, the Independent

Contracts, shall give prior written notice to the City of Trenton, Department of Housing and Economic Development.

4. **INVOICES:** Contractor shall submit to City an invoice, on a monthly basis for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.
5. **SOURCE OF FUNDS:** The City participates in the Community Development Block Grant ("CDBG") program and receives annual funding from the U.S. Department of Housing and Urban Development ("HUD") under the Housing and Community Development Act of 1974, Public Law 93-383, as amended, herein called the "Act". This contract is for services that may be funded in whole or in part with CDBG funds and must comply with the terms and conditions of 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as set forth at § 570.502.
6. **INDEPENDENT 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.
7. **INTEGRATION:** **Resolution #21-015** 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.
8. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all applicable federal, state and local laws, ordinances, codes regulations and requirements. The Contractor shall commit no trespass on any public or private property in performing any of the work embraced by this contract.
9. **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.
10. **INSURANCE:** The Contractor warrants that it has obtained and will maintain at its expense for the duration of this Contract as follows:

Workers' Compensation Insurance as required by the State of New Jersey and Employer's Liability Insurance with a minimum limit of \$500,000.00 per accident for bodily injury or disease. The City of Trenton shall be named as additional insured.

Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location.

Professional Liability Insurance with minimum limits of \$1,000,000.00 per claim and in aggregate.

Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage.

11. **INDEMNIFICATION:** The City of Trenton shall not be liable for failure on the part of the Contractor or any other party to perform all work under this Contract in accordance with all applicable laws and regulations. The Contractor waives any and all claims and recourse against the City of Trenton, including the right of contribution for loss and damage to persons or property arising from, growing out of or in any way connected with or incident to, the Contractor's performance of this Contract, except for liability arising out of concurrent or sole negligence of the City of Trenton or its officers, agents or employees. Further, the Contractor will indemnify, hold harmless, and defend the City of Trenton from and against any and all claims, demands, damages, costs, expenses or liability of any kind (including reasonable attorneys' fees) arising from, growing out of or in any way connected with or incident to, the Contractor's performance of this Contract, except for liability arising out of the concurrent or sole negligence of the City of Trenton or its officers, agents or employees. This provision shall survive the termination of this Contract for any claim arising during the term of the Contract.
12. **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.
13. **DEBARMENT, SUSPENSION, AND INELIGIBILITY:** The Contractor certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors or subrecipient entities are debarred, suspended, proposed for debarment or declared ineligible to participate in the Contract, is listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235).
14. **TERMINATION OF CONTRACT:**

This Contract may be terminated as follows:

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall

violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

TERMINATION FOR CONVENIENCE: The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the City as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the contractor, "Termination of Contract for Cause" hereof relative to termination shall apply.

TERMINATION DUE TO LOSS OF FUNDING: In the event that Grants Administration reduces or terminates payments under the CDBG Program so as to prevent the City of Trenton from paying the Contractor with CDBG funds, the City of Trenton will give the Contractor written notice which sets forth the effective date of the termination and explains the reasons for the termination. The notice shall also describe the conditions for any reimbursement for any work completed.

15. **REPORTS AND INFORMATION:** The Contractor at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any matters covered by this Contract.
16. **PATENTS:** If this Agreement results in any discovery or invention which may develop in the course of or under the Agreement, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize other to use the work for any governmental purpose.
18. **RECORDS AND REPORTS:** Records for nonexpendable real property purchased totally or partially with CDBG funds must be retained for five years after its final disposition. The (Unit of Local Government) must provide a quarterly progress report. All other pertinent grant records, including beneficiary data, financial records, supporting documents, and statistical records, shall be retained for a minimum of five years after final close-out of the Grant. If,

however, any litigation, claim or audit is started before the expiration of the five year period, then records must be retained for five years after the litigation claim or audit is resolved.

19. **RECORDS AND AUDITS:** The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives.
20. **RETENTION OF RECORDS:** The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period.
21. **COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT:** Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 CFR 35.101 et seq, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under the Contract. As a condition of accepting and executing the Contract, the Contractor agrees to comply with the Attorney General Prohibitions Against Discrimination 28 C.F.R. 35.130 and all other regulations promulgated under Title II of the Americans With Disabilities Act.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the City and any grantor from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the City and any grantor agency as a result of the Contractor's failure to comply with the provisions of the above paragraph.

22. **EQUAL EMPLOYMENT OPPORTUNITY:** As applicable to all contracts, subcontracts and subgrants that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant of reemployment because of age, race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that the applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

The Contractor will, in all solicitation of advertisement for employees to be 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, sex, or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

23. **CIVIL RIGHTS ACT OF 1964:** The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal funds.
24. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974:** The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
25. **AGE DISCRIMINATION ACT OF 1975:** The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.
26. **BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352) :** The Contractor certifies, to the best of his or her knowledge and belief that:

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
27. **DISCLOSURE AND COMPLIANCE:** Contractor agrees that any conflict or potential conflict of interest shall be fully disclosed prior to execution of this contract and Contractor shall

comply with all applicable federal, state and county laws and regulations governing conflicts of interest including but not limited to 2 CFR 200.112 - Conflict of Interest found in Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

28. **CLEAN AIR ACT AND CLEAN WATER ACT COMPLIANCE:** Compliance with the applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), Executive Order 11738 and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15 is required for all contracts, subcontracts and subgrants of amounts in excess of \$150,000. For all such Contracts, all Contractors and subcontractors agree to the following requirements:

- A. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.
- E. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

29. **ENERGY CONSERVATION PROVISIONS:** Contractor will comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871.

30. DAVIS BACON ACT: as amended (40 U.S.C. 3141- 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Attach HUD form 4010 Federal Labor Standards Provisions

31. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: As applicable to contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

32. PROCUREMENT OF RECOVERED MATERIALS: Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

33. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1801 u):

This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. The Section 3 clause provides:

Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic

opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the sections 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

31. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to

Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

32. RESOLUTION OF PROGRAM NON-COMPLIANCE AND DISALLOWED COSTS: As applicable to all contracts, subcontracts and subgrants of amounts in excess of \$150,000. For all such Contracts, all Contractors and subcontractors agree to the following requirements:

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or City of Trenton CDBG program requirements, shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator.

33. FORCE MAJEURE. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

34. MODIFICATION AND ASSIGNABILITY OF CONTRACT: This Contract, including all documents incorporated by reference pursuant to paragraph 7 hereof, contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party, that are not contained in the written contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The Contractor may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the City and Grants Administration. Any subcontractor or assignee will be bound by all of the terms and conditions of this Contract and will be required to enter into a written agreement with the City

35. 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

If any of the above state requirements, conflict with federal requirements the more stringent of the requirements will apply.

- 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.
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 - 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

Matthew H. Conlon
 ENGENUITY INFRASTRUCTURE,
 2 BRIDGE AVENUE, SUITE 323
 RBC BANK, NEW JERSEY 07701

Seal: _____

Attest: *Amanda Schermond*

AMANDA SCHERMOND
 NOTARY PUBLIC OF NEW JERSEY
 Comm. # 50069831
 My Commission Expires 10/11/2022

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

ATTEST:

Matthew H. Conlon
 MATTHEW H. CONLON, RMC
 MUNICIPAL CLERK

CITY OF TRENTON

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

DATE

DATE

EXHIBIT A

SCOPE OF WORK

This section is intended to provide the Consultant with the general requirements of the various design services for demolition work needed under this contract. It may not be exhaustive, and any tasks that are necessary to perform the work described will be required of the Consultant. The Consultant will be required to conduct pre-demolition assessments of each property, produce construction documents for bidding and for obtaining the necessary permits for the demolition, removal and disposal of all structures on the property and for the restoration of the site. The Consultant services under each assignment may include, but will not be limited to, the following tasks:

1. The Consultant shall inspect each property in the work assessment and conduct an assessment of each structure. The consultant shall prepare a brief report of the condition of the structure, including recommendation for demolition, or rehabilitation, if feasible. The report shall include sketches and site photos. Should the condition of the structure appear to constitute an unsafe condition for entry (imminent hazard), the Consultant will make such determination in consultation with the City of Trenton Building Subcode Official.
2. The City will use CDBG funds to demolish approximately 40 properties. 20 have been cleared by the State Historic Preservation Office (SHPO). Another approximately 20 properties will need to be identified and cleared by the SHPO before proceeding.
3. Asbestos Containing Materials Survey and Report (ACM) The Consultant shall conduct a building survey for

Asbestos Containing Materials and Universal Wastes where applicable and necessary for the demolition of each structure. Consultant shall prepare the necessary individual reports based on survey/samples taken in accordance with all applicable regulatory requirements. If conditions are observed during the initial assessment that the condition of the building preclude adequate characterization of asbestos-containing materials or other hazardous materials, and the subsequent preparation of a hazardous materials mitigation plan, then the engineer, with the consent of the City, may forego the hazardous materials testing. The demolition bid specification should include and appropriate notification that all potential hazardous materials should be assumed to be asbestos-containing and/or hazardous and removed, segregated and disposed of as hazardous material.

RFP2020-46 DEMOLITION CONSULTANTS (PROFESSIONAL ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES)

4. The Consultant shall prepare design and bid specifications documents for the demolition and site restoration construction work for each site. The documents will include, but not limited to: site plans/sketches, photos, plans for asbestos and universal waste abatement, utility disconnections, rodent control, soil erosion controls, safety, traffic control, drainage, UST removal, vegetation to be removed, demolition of building and site improvements, physical separation from adjoining structures (row homes, semi-detached) party wall repair and/or waterproofing, backfill, site restoration, fencing, sidewalk restoration, etc.
5. The Consultant shall prepare a written cost estimate for abatement, demolition and site restoration for each site included in the project scope of work. The cost estimate shall include the following estimated cost for each building/property.
6. Demolition contracts will be advertised for bid by the City based on the specifications provided by the Consultant. Demolition contracts will be awarded to the lowest responsible bidder. The Consultant will be required to attend any pre-bid meetings, respond to questions from bidders, review the bids received, including the apparent lowest responsible bidder, and provide a Recommendation of Award to the City.
7. Permits shall be filled out by the Consultant and shall include all required information and the name of the Awarded Contractor of record. The construction permit application will be submitted to the City Technical Division for review and approval.
8. The Consultant will be responsible to notify and obtain the written release of all utilities having service connections within the structure, such as water, electric, gas, sewer, cable television, and other

connections. The approval to demolish any structure will not be given until such release is submitted and approved by Consultant. The written release shall state that the respective service connections and appurtenant equipment, such as meters and regulators, have been removed and sealed or plugged in a safe manner.

9. The Consultant shall provide construction inspections and oversight of the work progress. This shall include, but not limited to: attend project progress meetings and prepare a report of the meeting (meeting minutes), prepare Site Visit/Field Observation Reports, review and approve the Contractor's monthly payment application, ensure applicable labor compliance, review any Requests for Information (RFI) submitted by the Contractor, review any Contractor change order requests and provide recommendations to the City, review the work performed by the Contractor to confirm the work is completed in accordance with the Contract documents, review of shop drawing and as-built submittals (if required), and photo documentation as may be required.

10. At the completion of demolition, Consultant shall provide two (2) hard copies (bound) and one electronic

copy containing the following documents:

- Final Site Plan
- Copies of Waste Manifests, bills of lading, or other applicable disposable documentation
- Recycling Plan (if required)
- Copies of Test Reports
- Pre-Demolition and Post-Demolition Photographs
- Documentation regarding the source and quantity of imported clean fill
- Copies of Inspection Reports
- Copies of Permits and Certificate of Acceptance

The following will be required and specified by the Consultant to the Awarded Contractor (who will perform the physical demolition work) in accordance with the Consultant's bid documents and specifications prepared for the demolition of structures on designated property or properties:

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1. The Awarded Contractor shall be responsible for providing pre-demolition notice to adjoining property owners and providing proof of such notice to the Consultant and City as a prior approval with the permit package. A mandatory pre-construction meeting may be required by the City prior to beginning the demolition work.

2. The Awarded Contractor shall be required during the demolition of a structure to keep the premises free of all unsafe or hazardous conditions. This includes the period during the restoration of established grades and the erection of temporary safety fences and silt fences for erosion control.

3. The Awarded Contractor must have all vacant structures baited for rodents. The Contractor must supply written verification of the rodent baiting to the Consultant and City.

4. The Awarded Contractor shall be responsible for the proper disposal of any and all unregulated solid and hazardous waste generated from the work, including but not limited to asbestos, universal wastes, household chemicals, consumer packaged pesticides, oils, paints, or other related items found on the project site.

5. The Awarded Contractor shall be responsible for the proper closure of any above or below ground storage tanks, in accordance with applicable NDDEP regulations.

6. The Awarded Contractor shall be responsible for making any required utility disconnections and proper cutting and capping of utilities, in accordance with specifications and utility requirements.

7. The Awarded Contractor shall be responsible to protect any adjoining structures that are to remain, i.e. row and semi-detached homes. These structures may require demolition by hand and preclude the use of machinery for demolition. Additionally, stabilization of party walls, roofs, gutters, porches and other sitespecific

repair to the adjacent structures may be necessary as part of the work.

8. After removing any and all site improvements i.e. dwellings, foundations, structures, tanks, fences, walks/driveways, etc. (whether concrete or asphalt/bituminous), accumulated materials, and/or debris, the Awarded Contractor shall be responsible to leave the site in a clean, finished, graded, and stabilized (i.e.

gravel or grass growth covering the site) condition. Masonry materials from any foundations, footings, sidewalks, etc., may be used as excavation backfill, provided that all basement slabs are broken up to prevent the trapping of water, and all masonry materials are broken up into pieces no larger than one foot (1') in any dimension and mixed with a sufficient quantity of clean soil, so as to permit complete filling of all voids and proper compaction. The Awarded Contractor shall limit excavation to within two feet (2') of the foundation perimeter and will not excavate more than six inches (6") below the depth of the foundation to minimize soil disturbance. With respect to the removal of slabs, driveways, and sidewalks, the Awarded Contractor shall limit excavation to within two feet (2') of the slab/driveway/sidewalk perimeter and will not excavate more than six inches (6") below the depth of the asphalt/concrete to minimize soil disturbance. All on-site concrete fill material shall be placed no less than three feet (3') below the proposed finished grade, including the removal of footings, foundations, walls, etc., which must be removed to a minimum depth of three feet (3') below proposed finished grade. Asphalt/bituminous materials must be removed from the site and properly disposed of by the Awarded Contractor. Proper documentation from the disposal facility shall be submitted.

9. The Awarded Contractor shall import an adequate quantity of certified clean fill and topsoil, sufficient to fill

in all excavations and/or foundations and grade the site, so as to prevent the accumulation or trapping of storm water runoff. The source of the clean soil (i.e. free of concrete, asphalt, brick, cinder/cement block, wood, trees, roots, branches, non-decomposed vegetative matter, metal, plastic or any other form of construction debris; and free of any hydrocarbons/hazardous/controlled materials) shall be as approved by the Consultant. The quantity of imported soil shall be the minimum amount required to achieve the proper site grading. Filling and backfilling shall consist of depositing, spreading, and compacting of approved materials. The minimum density to be obtained in the earth backfill and soil aggregate base course shall be 95% of "maximum density" as defined in ASTM D-1557, Moisture Density Relations of Soil (Standard RFP2020-46 DEMOLITION CONSULTANTS (PROFESSIONAL ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES)

Proctor Compaction Test), Method. A certificate shall be provided by the Awarded Contractor from an approved testing agency approved by the Consultant that the fill material meets this specification.

10. For those projects to be funded with the federal CDBG funds, all requirements of 2 CFR Part 200 shall be incorporated into the specifications except that demolition is not subject to Davis Bacon wage rates.

City of Trenton

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Department of Housing & Economic Development

Demolition Consultant

Term Contract Rate Schedule by Personnel Level

NAME OF
FIRM: ENGenuity Infrastructure

INSTRUCTIONS

Provide a **LOADED** hourly rate (\$ per hour; no cents please) below for all **Personnel** included in each of the **Levels** listed. Please refer to the instructions for a description of each of the personnel types by level. Included this form with your proposal. Your proposal may be considered unresponsive if you leave blanks.

PERSONNEL TYPE/DISCIPLINE	TERM CONTRACT HOURLY RATES PER CONTRACT PERIOD
LEVEL 7 Jaclyn Flor, President and CEO Ayesha Dolasa, PE, LSRP, LEED AP , QAQC Reviewer	\$ 210.00
LEVEL 6 Dana Boyadjian, LSRP, Technical Review Jessica Beattie, Asbestos Inspection/Report Warren Newman, PE, Technical Advisor	\$ 200.00
LEVEL 5 Michael MacFarlane, PE, Project Manager Matthew Berdahl, PE, QAQC Reviewer	\$ 155.00
LEVEL 4 Chris Whitton, Demolition Monitoring, Asbestos Inspection	\$ 110.00
LEVEL 3 Prasanna Sabale, Civil Designer Michael Keane, Civil Designer Tian Liao, Asbestos Inspection	\$ 102.00
LEVEL 2 Ray Ott, Civil Designer/Inspector Justin Parker, Civil Designer	\$ 100.00
LEVEL 1 Amanda Schermond, Office Manager	\$ 30.00
AVERAGE RATE (ALL LEVELS) Please calculate for Levels 7 -1	\$ 129.57

Authorized Signature: Jaclyn J. Flor Title:
President & CEO, ENGenuity Infrastructure