

**PROFESSIONAL SERVICES CONTRACT**

**RFP2022-25**

**RESOLUTION 23-039**

**FOR DESIGN, INSTALLATION OF ELECTRICAL VEHICLE INFRASTRUCTURE AND SERVICE PROVIDER  
FOR A PERIOD OF ONE (1) YEAR FROM FEBRUARY 9, 2023, TO FEBRUARY 8, 2024  
AWARDED TO GREENSPOT JC LLC.**

**THIS CONTRACT** made this **10<sup>TH</sup>** day of **FEBRUARY 2023** 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 **GREENSPOT JC, LLC., 155 SECOND ST., JERSEY CITY, NEW JERSEY 07302** (CONTRACTOR").

**WHEREAS**, the City has a need **FOR DESIGN, INSTALLATION OF ELECTRICAL VEHICLE INFRASTRUCTURE AND SERVICE PROVIDER** for the City of Trenton, Department of Public Works, Division of Engineering.

**WHEREAS**, Contractor agrees to provide **DESIGN, INSTALLATION OF ELECTRICAL VEHICLE INFRASTRUCTURE AND SERVICE PROVIDER** for the City of Trenton, Department of Public Works, Division of Engineering with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

**NOW THEREFORE**, the parties mutually agree as follows:

**FOR DESIGN, INSTALLATION OF ELECTRICAL VEHICLE INFRASTRUCTURE AND SERVICE PROVIDER** the City agrees to retain **GREENSPOT JC, LLC., 155 SECOND ST., JERSEY CITY, NEW JERSEY 07302** the request of and under the general supervision of the City of Trenton, Department of Public Works, Division of Engineering.

**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 10, 2023 to February 9, 2024** in an amount not to exceed **\$84,000.00**.

- 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 #22-039** and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract with the City of Trenton, Department of Public Works, Division of Engineering.
- 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

  
GREENSPOT JC, LLC.  
155 SECOND STREET  
JERSEY CITY, NEW JERSEY 07302

5-23-2023  
DATE

Seal: W/A

Attest: \_\_\_\_\_

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

ATTEST:

  
BRANDON L. GARCIA  
MUNICIPAL CLERK

DATE

6/23/23

DATE

  
REED GUSCIORA, ESQ.

MAYOR

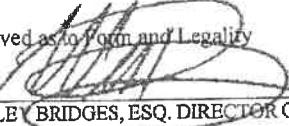
6/16/23

# RESOLUTION

No. 23-039

Date of Adoption FEB 09 2023

Approved as to Form and Legality

  
WESLEY BRIDGES, ESQ. DIRECTOR OF LAW

Factual content certified by

  
WAHAB ONITIRI, DIRECTOR OF PUBLIC WORKS

Councilman /woman

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  
GREENSPOT JC, LLC FOR DESIGN, INSTALLATION OF ELECTRIC  
VEHICLE INFRASTRUCTURE AND SERVICE PROVIDER FOR A PERIOD OF  
ONE (1) YEAR FROM FEBRUARY 9, 2023 TO FEBRUARY 8, 2024 IN AN  
AMOUNT NOT TO EXCEED \$84,000.00 RFP2022-25**

**WHEREAS**, the City has a need for Professional Consulting Services as a Consultant for design, installation of electric vehicle infrastructure and service provider for a period of one (1) year for the City of Trenton, Department of Public Works, Division of Traffic and Transportation and the Department of Housing and Economic Development; and

**WHEREAS**, the successful vendor will install Level 2 electric vehicle charging stations at ten (10) locations: Trenton High School off of Hamilton Avenue, City Hall, 319 E. State Street, Cadwalader Park near Ellarslie Museum and near the pavilion; Franklin Park on the side of Franklin Street, the West ward Police mini station located at Hermitage Avenue, Hetzel Pool parking lot (near garage building), Beech playground located on Third Street side (near entrance), Trenton Housing Authority at 875 New Willow Street, Short Greenwood & Jackson (which cut out where four (4) spots are), and downtown Trenton on Warren Street, 124 South Warren Street throughout the City. This funding will be used to partially offset the cost for installation of fourteen (14) dual port Level 2 charging stations at the ten (10) site locations. Additional expenses beyond that will be the responsibility of the awarded respondent. The project is being funded by a NJDEP Grant; and

**WHEREAS**, a Request for Proposal was advertised on June 16, 2022 by the Purchasing Agent and one (1) proposal was received on July 19, 2022 in the Division of Purchasing and was evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

**WHEREAS**, the sole proposal of Greenspot JC, LLC, 155 Second Street, Jersey City, New Jersey 07302 was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

**WHEREAS**, funds in an amount not to exceed \$84,000.00 have been certified to be available in the following grant account number: G-SS-22-60-840B-290. This grant provides a major jump start towards the increased profit share. This contract shall be awarded from February 9, 2023 to February 8, 2024.

# RESOLUTION

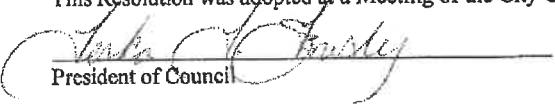
**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Trenton as follows:

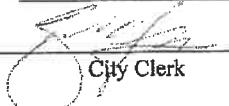
1. The above recitals are incorporated by reference as if set forth at length herewith.
2. The Mayor is hereby authorized to enter into a contract with Greenspot JC, LLC, 155 Second Street, Jersey City, New Jersey 07302 for design, installation of electric vehicle infrastructure and service provider for a period of one (1) year for the City of Trenton, Department of Public Works, Division of Traffic and Transportation and the Department of Housing and Economic Development.
3. 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 this Resolution, and the contract shall remain on file in the office of the City Clerk.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				GONZALEZ	✓				FRISBY	✓			
FELICIANO	✓				HARRISON	✓								
FIGUEROA KETTENBURG	✓				WILLIAMS	✓								

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

**FEB 9 2023**

  
President of Council

  
City Clerk