

PLEASE RETURN TO THE DIVISION OF PURCHASING ONCE
EVERYONE HAS REVIEWED, APPROVED AND SIGNED



PLEASE RETURN TO PURCHASING

FROM THE DEPARTMENT OF
ADMINISTRATION
DIVISION OF PURCHASING
SIGNATURE APPROVAL FORM

PLEASE RETURN TO PURCHASING

For all legal documents
Requiring signatures

I have reviewed and approved the attached legal documents (signed contracts) submitted for final review and signature and forward them back to the Division of Purchasing.

SECOND APPROVAL FOR SIGNED CONTRACTS

Document description: RFP 2022-25 Design, Installation of Electrical Vehicle Infrastructure & Service Provider	Department Director Signature	Date
Isabel Garcia, QPA Purchasing Agent	<u>Isabel C. Garcia</u>	06/01/23
Adam E. Cruz, Business Administrator	<u>Adam Cruz</u>	6/9/23
Wesley Bridges, Esq., Director of Law		
W. E Reed Gusciora, Mayor City Clerk's Office	<u>W. E. Reed Gusciora</u> <u>Reed</u>	6-16-23 6/23/23

I have reviewed and signed the enclosed documents (signed contracts) where necessary and submit them for the mayor's signature.

Wesley Bridges
City Attorney

6/15/23
Date

22365

PLEASE RETURN TO PURCHASING

6/19/23 Law
CG



W. Reed Gusciora, Esq.
Mayor

Adam E. Cruz
Business Administrator

CITY OF TRENTON
Department of Administration

Isabel C. Garcia, QPA
Purchasing Agent

TO: Awarded Bidder
FROM: Isabel C. Garcia, QPA, Purchasing Agent
SUBJECT: Four (4) Copies of Contracts for Bidder's Signature

To whom it may concern.

Attached please find four (4) original copies of your awarded contracts to do business with the City of Trenton which are required to be signed and returned to the Division of Purchasing. A Certificate of Insurance naming the City of Trenton as the additional insured for general liability, worker's compensation **(if required)**, automobile liability **(if required)** and professional liability for a professional service is required with a 30-day cancellation clause with your signed contracts. The City of Trenton requires original signatures on all contracts.

No firm may be issued a contract unless it complies with the Affirmative Action Regulations of P.L. 1975, c. 127 (N.J.A.C. 17:27). A Certificate of Employment Information Report **must** be submitted by the awarded contractor and his/her sub-contractors after notification of award but prior to execution of the goods and services contract.

Construction bids, bids over \$100,000.00 or as mentioned on bid, requires a Performance Bond, Labor and Material Bond with signed contracts.

Please confirm via e-mail that you have received the enclosed contracts to igarcia@trentonnj.org or by fax to (609)-989-4260. Your original signature and date are required.

I am in receipt of my contracts to do business with the City of Trenton.

RFP# 2022-25 **BID#** _____ **Competitive Contracting** _____

RESOLUTION # 22- 039 **STATE CONTRACT VENDOR#** _____

COUNTY OF MERCER COOP _____

MIDDLESEX COOP _____

HUNTERDON COOP _____

NEW JERSEY ALLIANCE CONTRACT _____

JOINT POWER NATIONAL CONTRACTS

OPTION TO EXTEND CONTRACT _____ **CONTRACT EXTENSION** _____

OTHER _____


Representative's Signature

5/11/2023
Date

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 10TH 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

CITY OF TRENTON



W. REED GUSCIORA, ESQ.
MAYOR

DATE

6/16/23

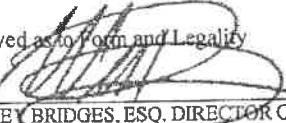
RESOLUTION

23-039

No.

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

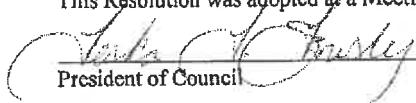
NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Trenton as follows:

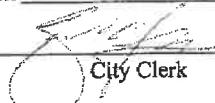
1. The above recitals are incorporated by reference as if set forth at length herewith.
2. The Mayor is hereby authorized to enter into a contract with Greenspot JC, LLC, 155 Second Street, Jersey City, New Jersey 07302 for design, installation of electric vehicle infrastructure and service provider 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Adam Stern PHONE (A/C, No. Ext): (646) 448-4808 FAX (A/C, No.): (646) 454-0290 E-MAIL ADDRESS: astern@sternagencyinc.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Crum & Forester Specialty Insurance Company NAIC # 44520J	
INSURED		INSURER B: ARI MUTUAL INSURANCE COMPANY 13900 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGEs		CERTIFICATE NUMBER:		REVISION NUMBER:				
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>								
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY	Y		EPK-143041	03/02/2023	03/02/2024	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$	
						PERSONAL & ADV INJURY	\$ 1,000,000	
						GENERAL AGGREGATE	\$ 2,000,000	
						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
						\$	\$	
						GEN'L AGGREGATE LIMIT APPLIES PER:		
						✓ POLICY PROJECT LOC		
						OTHER:		
						AUTOMOBILE LIABILITY		
						ANY AUTO		
						OWNED AUTOS ONLY		
						HIRED AUTOS ONLY		
						SCHEDULED AUTOS		
						NON-OWNED AUTOS ONLY		
A	✓ UMBRELLA LIAB	✓ OCCUR		EFX-122399	03/02/2023	03/02/2024	COMBINED SINGLE LIMIT (Ea accident)	\$
	EXCESS LIAB						CLAIMS-MADE	BODILY INJURY (Per person)
						DED ✓ RETENTION \$ 0.00	BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$	
						\$	\$	
B	✓ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	PWC1079995	02/05/2023	02/05/2024	✓ PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</p> <p>Certificate holder is listed as additional insured</p>								

CERTIFICATE HOLDER	CANCELLATION
City of Trenton 319 E State Street Trenton, NJ 08608	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Greenspot JC, LLC
155 2nd Street
Jersey City, NJ 07302
1/30/2023



Dear Purchasing Agent of the City of Trenton:

Re: Request for Proposals 2022-25 for Design Installation of Electric Vehicle Infrastructure.

Greenspot will hold pricing for the remainder of this year, until December 31, 2023, as proposed in our response to the RFP referenced above. We look forward to working with the City of Trenton and offering our services to the community.

Sincerely,

GREENSPOT JC, LLC

Joseph Desimone
Chief Operating Officer

Joseph Desimone

By:

1/30/2023

Date: