

RESOLUTION

No.

23-043

FEB 09 2023

Date of Adoption

Approved as to Form and Legality

Factual content certified by

WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

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
LSEA CORPORATION FOR ENGINEERING DESIGN & CONSTRUCTION SERVICES FOR
THE RECONSTRUCTION OF CHESTNUT AVENUE BETWEEN SOUTH CLINTON
AVENUE AND GREENWOOD AVENUE FOR THE CITY OF TRENTON DEPARTMENT OF
PUBLIC WORKS FOR A PERIOD OF ONE (1) YEAR FROM DATE OF AWARD IN AN
AMOUNT NOT TO EXCEED \$40,600.00- RFP2022-41**

WHEREAS, the City of Trenton has a need for Engineering Design & Construction Services for the Reconstruction of Chestnut Avenue between South Clinton Avenue and Greenwood Avenue for the period of one (1) year the City of Trenton Department of Public Works, Division of Engineering; and

WHEREAS, a request for proposal was advertised, November 15, 2022 and six (6) sealed proposals were received in the Division of Purchasing, and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the proposal of LSEA Corporation, 1101 N. Kings Highway, Suite 311, Cherry Hill, NJ 08034 deemed to include the necessary qualifications and expertise for the performance of the services; and

WHEREAS, funds in an amount not to exceed \$40,600.00 have been certified to be available in the following account capital number: C-04-22- -55-007C-001.

RESOLUTION

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

1. The Mayor is hereby authorized to enter into a contract with LSEA Corporation, 1101 N. Kings Highway, Suite 311, Cherry Hill, NJ 08034 for Engineering Services for the Reconstruction of Chestnut Avenue; for a period of one (1) year for the City of Trenton, Department of Public Works.
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 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
FIGUEROA	✓				Feliciano					Edwards	✓			
KETTENBURG	✓				Gormley									
FRISBY	✓				WILLIAMS	✓								
HARRISON	✓													

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

FEB 8 9 2023

President of Council

City Clerk

PROFESSIONAL SERVICES CONTRACT

RFP2022-41

RESOLUTION 23-043

**ENGINEERING DESIGN & CONSTRUCTION SERVICES FOR THE RECONSTRUCTION OF CHESTNUT AVENUE
BETWEEN SOUTH CLINTON AVENUE AND GREENWOOD AVENUE**

THIS CONTRACT made this 9th 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 **LSEA CORPORATION, 1101 KINGS HIGHWAY, SUITE 311, CHERRY HILL, NEW JERSEY 08034** (CONTRACTOR").

WHEREAS, the City has a need **FOR ENGINEERING DESIGN & CONSTRUCTION SERVICES FOR THE RECONSTRUCTION OF CHESTNUT AVENUE BETWEEN SOUTH CLINTON AVENUE AND GREENWOOD AVENUE** for the City of Trenton, Department of Public Works Division of Engineering.

WHEREAS, Contractor agrees to provide **FOR ENGINEERING DESIGN & CONSTRUCTION SERVICES FOR THE RECONSTRUCTION OF CHESTNUT AVENUE BETWEEN SOUTH CLINTON AVENUE AND GREENWOOD AVENUE** for the City of Trenton, Department of Public Works Division of Engineering 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:

FOR ENGINEERING DESIGN & CONSTRUCTION SERVICES FOR THE RECONSTRUCTION OF CHESTNUT AVENUE BETWEEN SOUTH CLINTON AVENUE AND GREENWOOD AVENUE for the City agrees to retain **LSEA CORPORATION, 1101 KINGS HIGHWAY, SUITE 311, CHERRY HILL, NEW JERSEY 08034** ("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 **\$40,600.00**.

- 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 #23-043** 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 Administration, Division of Information Technology.
- 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.

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


KIM LAW, P.E.
LSEA CORPORATION
1101 N. KINGS HIGHWAY - SUITE 311
CHERRY HILL, NJ 08034

2/27/2023
DATE

Seal: _____

Attest: 

Ying Huang
Notary Public
New Jersey
My Commission Expires 9-9-2023
No. 2438231

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

ATTEST:


BRANDON L. GARCIA
MUNICIPAL CLERK

CITY OF TRENTON


W. REED GUSCIORA, ESQ.
MAYOR

DATE

3/6/23

DATE

3-3-23

**CITY OF TRENTON
DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING
REQUEST FOR PROPOSAL
THE RECONSTRUCTION OF CHESTNUT AVENUE BETWEEN SOUTH CLINTON AND
GREENWOOD AVENUE IN THE CITY OF TRENTON**

1.0 PURPOSE

The City of Trenton, Department of Public Works, Division of Engineering is soliciting sealed Request for Proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. for Engineering Design for preparation of plans specifications and Construction Oversight for the Reconstruction of Chestnut Avenue between South Clinton Avenue and Greenwood Avenue in the City of Trenton. This contract shall be awarded for a period of ninety (90) days from "Notice to Proceed".

2.0 SCOPE OF WORK

The services to be provided includes all surveying of the existing roadway, curbs and sidewalks, locations of all buildings fronting on each side of the roadway as well as underground and above ground utilities. Review of all existing plans on file in the Engineering Office of the City of Trenton and preparing Existing Condition Plans of the roadway, curbs, sidewalk area, preparing a Topographic Survey of the above areas, including top of curb, gutters, centerline of roadway and sidewalk, sidewalk elevations and spot shots, elevations of all utility manholes and valve covers. All of the above information will be plotted on Plan and Profile at a scale appropriate for the project but no less than 1"=20' from the asbuilt information. Demolition and Construction Plans shall be prepared, which will show the items to be removed and the items to be reconstructed, including new centerline profile, top of curb and sidewalk elevations. The plan set shall be of such detail that they can be used for Public Bidding of the improvements. Application and plans for the Soil Erosion Sediment Control Certification shall be prepared and submitted to Mercer County Soil Conservation District.

The Contract also includes the preparation of a Project Manual containing the instruction to Bidders, the Form of Proposal, the Standard General Conditions, any Supplemental Conditions, Prevailing Wage Rate Determination, and the Supplementary Specifications for State Aid Projects.

The project is being funded by an allotment from the New Jersey Department of Transportation Municipal Aid Program and the successful engineering firm will be required to administer the project in accordance with the NJDOT Trust Fund Authority Act State Aid Handbook for

"Procedures for State Aid to Counties and Municipalities". This includes review of Bids received, recommendation to the City of Trenton on Contract Award, preparation of Bid Tabulation Sheet of Bids received, approval of Contractor's Monthly Estimates, payment submissions to NJDOT for reimbursement along with Periodic inspection of the work to certify the items of completion and resolution of any matters that may arise during construction. Daily inspection of the work of the Contractor will be performed by the city. The plans, specifications and related documents must be prepared in accordance with the Local Public Contracts Law – N.J.S.A. 40A:11-1 et. seq. and the NJDOT Standard Specifications for Road and Bridge Construction, 2019 Edition.

3.0 PROPOSED DUE DATE

Proposals **must** be submitted in a sealed envelope bids to the Purchasing Agent, Ms. Isabel Garcia, City of Trenton, City Hall – 319 East State Street on **NOVEMBER 15, 2022, prior to 11:00AM.** The City of Trenton will not assume responsibility for any proposal received after the due date and time.

Any proposal received after the prescribed due date **will not** be accepted.

4.0 CONTRACT INFORMATION AND SUBMISSION INSTRUCTIONS

- (a) Firms are required to follow all instructions contained in this document in preparing and submitting a proposal. Failure to do so could result in disqualification of your proposal.
- (b) The City of Trenton reserves the rights to reject any or all proposals if deemed to be in the best interest of the City of Trenton.
- (c) This Request for Proposals is being issued by the Department of Public Works. All correspondence regarding this Request for Proposal shall be submitted in a sealed envelope addressed to:

**Isabel Garcia, QPA
Purchasing Agent
City of Trenton
City Hall – 319 East State Street
Division of Purchasing – 1st floor
Trenton, New Jersey 08608**

5.0 LIABILITY FOR COSTS

The City of Trenton assumes no responsibility and no liability for costs incurred by candidates prior to issuance of an Agreement, Contract or Purchase Order.

6.0 QUESTIONS AND INQUIRIES

All questions **must** be submitted in writing to igarcia@trentonnj.org.

7.0 REVISIONS TO THE REQUEST FOR PROPOSALS

If changes are made to the Request for Proposals, an Addendum will be advertised in the Trenton Times, posted on the City's Purchasing Website and e-mailed to all interested Respondents seven days prior to proposal opening.

8.0 PROPOSED SUBMISSION REQUIREMENTS

Respondents responding to this Request for Proposal shall submit in a **sealed envelope** one (1) original signed copy and three (3) additional copies to the Isabel C. Garcia, QPA, City of Trenton, Division of Purchasing, 319 East State Street, 1st floor, Trenton, New Jersey 08608 on or before the prescribed date.

9.0 PROPOSAL CONTENT

The contents of the proposal of the successful candidate and the Request for Proposals will become part of any ensuing agreement resulting from these specifications and requirements.

10.0 ORAL PRESENTATION AND/OR WRITTEN CLARIFICATION

Candidates who submit a proposal in response to the Request for Proposals may be required to give an oral presentation and/or written clarification of their proposal to the Department of Public Works. This will provide an opportunity for the candidate to clarify or elaborate on his/her proposal but will in no way change the proposal. The Director will schedule the time and location of these presentations if they are required.

11.0 ASSIGNMENT OF CONTRACT

The successful candidate is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written consent and approval of the City of Trenton.

12.0 LENGTH OF CONTRACT AND CONDITIONS

The Contract will be for a maximum of ninety (90) calendar days. The plans and specifications will be submitted to the City ready for Public Bidding within the Contract time.

13.0 TERMINATION OF CONTRACT

- A. The City of Trenton reserves the right to terminate due to breach or default of selected candidate; any Contract into which it has entered because of the Request for Proposal, providing written notice has been given to the successful candidate at least thirty (30) consecutive days prior to such proposed termination date.
- B. At any time, subsequent to the award of a Contract under this Request for Proposal, the City of Trenton reserves the right to terminate such Contract for the convenience of the City of Trenton.

14.0 INSURANCE

The successful candidate shall obtain Comprehensive General Liability insurance in the amount of two million (\$2,000,000.00) dollars combined single limit and any and all other insurance required by State and Federal law for the duration of the Contract. The City of Trenton shall be named as additional insured. Proof of insurability shall be submitted with the proposal.

The candidate shall also provide Professional Liability Insurance in the amount of one million (\$ 1,000,000.00) dollars in single limit. The City of Trenton shall be named as additional insured.

15.0 ORGANIZATION SUPPORT AND EXPERIENCE

This section shall contain all pertinent information relating to the candidate's organization, personnel, and experience that would substantiate his qualifications and capabilities to perform the services required by the scope of this Request for Proposal.

This section of the proposal shall contain at least the following information.

- (a) Name, address, telephone number, fax and e-mail address of lead firm and Project Coordinator.
- (b) A list of personnel to be assigned, their function in the project, an indication of their labor category and a detailed resume of each

such person showing quantified experience that will be appropriate for this project.

- (c) The successful candidate or firm shall have experience in designing roads in accordance with the NJDOT criteria and also administering Local Aid projects. A listing of past projects designed and administered by candidate or firm is to be contained in the proposal.
- (d) Proposal narrative
- (e) Detail cost proposal (**in sealed envelope**)
 - i. A detailed **cost proposal** including the total cost of each task.
 - ii. The cost shall be broken down into phases including:
 - Research – above/below ground public utilities, plans, tax maps, etc.
 - Initial inspection – needed for field surveying
 - Field surveying
 - Preparation of Plans and Specifications
 - Additional services which consist of printing, meetings, and correspondence
 - Periodic observation during construction
 - Payment submissions to NJDOT for reimbursement

16.0 EVALUATION OF PROPOSALS

Proposals will be evaluated by a committee composed of members from various departments and divisions of the City of Trenton.

The following criteria, not listed in order of significance, will be used to evaluate the proposals.

- (a) The candidate's general approach and plans to meet the requirements set forth in this Request for Proposal. **30%**
- (b) The candidate's previous experience in designing roads as described herein. **20%**
- (c) The cost to perform the services required in this Request for Proposal. **20%**

(d) The qualifications and qualified experience in similar projects of personnel to be assigned as illustrated in the required staff resumes. 20%

(d) Any and all other information which would assist the City in preparing a Contract Award. 10%

17.0 COST PROPOSAL

Candidate or firm should submit their cost proposal in a **separate and sealed envelope**.

18.0 CONTRACT

The Contract will be between the City of Trenton and the selected firm who will be administratively responsible to the City of Trenton. The City of Trenton will authorize all payments to the selected firm. **The Contract will be of the cost-reimbursable type.**

The consultant and any sub-contractor over \$ 10,000 are required to submit the following cost information.

Title 41 Code of Federal Regulation limits the amount of profit or fee to 10 percent of the direct labor cost, fringe benefits and indirect costs, and from 1 to 5 percent of other direct costs excluding sub-consultant costs.