RESOLUTION

No. 15-399

Date of Adoption: JUN 30 2015

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 KELLER & KIRKPATRICK, INCORPORATED, 301 GIBRALTAR DRIVE, SUITE 2A, MORRIS PLAINS, NJ 07950-3409 TO PROVIDE ENGINEERING DESIGN, BID, CONSTRUCTION PLAN AND SPECIFICATION PREPARATION AND CONSTRUCTION INSPECTION AND ADMINISTRATION SERVICES FOR GREENWOOD AVENUE/SOUTH CLINTON AVENUE/MARKET STREET INTERSECTION IMPROVEMENT IN AN AMOUNT NOT TO EXCEED $79,918.00 -RFP2014-47

WHEREAS, the City has a need for Engineering Design, Bid, Construction Plan and Specification Preparation and Construction Inspection and Administration Services for Greenwood Ave/S. Clinton/Market St. Intersection Improvement for the City of Trenton, Department of Housing and Economic Development for a period of one year from time of award; and

WHEREAS, a request for proposal was advertised and eight (8) proposals were received on February 5, 2015, and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the proposal of Keller & Kirkpatrick, Inc. 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950-3409 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 $79,918.00 are available in account number C-04-13-60-018I-000.

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

1. The Mayor is hereby authorized to enter into a contract with Keller & Kirkpatrick, Inc. 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950-3409 in an amount not to exceed $79,918.00.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1.

3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk’s Office.

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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on JUN 30 2015

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP # 2014-47
RESOLUTION #15-399

THIS CONTRACT, made this 1st day of JULY 2015 by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and KELLER & KIRKPATRICK, INCORPORATED ("CONTRACTOR")

WHEREAS, the City has need for ENGINEERING AND CONSULTING SERVICES to provide engineering design, bid, construction plan and specification preparation and construction inspection and administration services for Greenwood Avenue/South Clinton Avenue/Market Street Improvement for the City of Trenton, Department of Housing & Economic Development.

WHEREAS, Contractor agrees to perform Engineering and Consulting Services in terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

PROFESSIONAL SERVICES: The City agrees to award a contract with Keller & Kirkpatrick, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950-3409 for the City of Trenton, Department of Housing and Economic Development.

1. SCOPE OF SERVICES: The contractor warrants that the representations made by it regarding its ability and skill level to carry out these services are true. Contractor shall, in a good, professional and workmanlike manner, in conformity with the responsibilities, demands and ethics of their profession, perform all reasonable and necessary services as described as follows:

   1. Field Survey / Base Map Preparation. Prepare survey / base map of existing roadway, curbs, sidewalk and grass areas, buildings, all underground and above ground utilities, topography, signs, amenities, etc. necessary to accurately reflect the rights-of-way and delineate the proposed area of disturbance. Include topographic survey of above areas, consisting of but not limited to top of curb, gutter, roadway centerline, sidewalks, utilities, castings, etc.) The survey shall be prepared, signed and sealed by a New Jersey Professional Land Survey (P.L.S.) at a scale appropriate for the project and not smaller than 1''=20'.

   2. 75% Preliminary Construction Plans / Specifications / Bid Document Preparation. Perform all necessary initial field visit(s), observation, investigation and research. Prepare preliminary construction plans and technical specifications, schedule and construction estimate for review by the City’s representative(s), in preparation for Request for Bid. Preliminary documents shall address the all items to be removed and reconstructed, including existing and proposed profiles, top of
curb and sidewalk elevations and details for construction / installation of improvements. The plan set shall detailed sufficiently to address requirements for Public Bidding, applicable permits, including Soil Erosion Sediment Control Certification.

The scope 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 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 current editions of NJDOT Standard Specifications for Road and Bridge Construction and Manual of Uniform Traffic Control and City municipal standards.

3. **Final Construction Plans / Specifications / Bid Document Preparation.** Revise the 75% Preliminary Plans / Specifications based upon feedback from the City’s representative and further develop same to submit to the NJDOT and applicable permitting agencies for review and approval. The contents of the bid package submittal shall be “complete” with the intention of only revising same as required to obtain approval of the NJDOT or applicable permitting agencies based upon their review of the full package. Revisions required based on NJDOT or other agency reviews shall not be compensated separately, and shall be included under proposal costs associated with this phase.

4. **Proposal Tabulation and Contract Administration.** The project is being funded by an allotment from the New Jersey Department of Transportation Safe Routes to Transit 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 work includes, but is not limited to the review of Bids received, recommendation to the City of Trenton for Contract Award, and preparation of Bid Tabulation Sheet of Bids received.

5. **Construction Inspection and Management.** The engineering firm schedule and attend a pre-construction meeting including coordination of the same with all necessary stakeholder and utility company representative. The firm shall provide inspection services as required by the NJDOT and at minimum include part-time daily inspection of work performed by the contractor. Inspections shall be be performed by personnel certified by NICET Level III or higher.

Construction management services shall include the engineering and inspection of construction work to certify completion of constructed items and resolution of any matters that may arise during construction. The successful firm shall also review and approve submittals from the contractor including shop drawings, construction schedule, periodic /
monthly payment requests, man hour / labor certifications, material quantity documents, and participate in the NJDOT's process for City to receive reimbursement of funding until final reimbursement is received. The firm shall also schedule and attend periodic project meetings for the duration of the construction project.

2. **DURATION OF THE CONTRACT:** This contract shall remain in full force and shall be awarded for a period of one year from date of award in the amount not to exceed $79,918.00.

3. **COMPENSATION:**

(a) All work performed by Contractor according to the attached scope of services.

(b) Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing;

(c) In no event during the terms of this Contract, Contractor's billings shall hereunder exceed the amount set forth in **Resolution No. 15-399,** which is incorporated herein by reference. In the event Contractor anticipates exceeding the aforesaid contract amount, the Independent Contractor, shall give prior written notice to the City of Trenton, Department of Housing and Economic Development.

4. **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.

5. **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.

6. **INTEGRATION:** RFP2014-47 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.

7. **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.
8. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

9. **MISCELLANEOUS PROVISIONS:**

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;

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.

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.

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.

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.

Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are take 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.

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].

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.


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.
Keller & Kirkpatrick, Inc.,
301 Gibraltar Drive, Suite 2A,
Morris Plains, NJ 07950-3409

Matthew L. Martini, President

Seal

Attest: Ronnie E. Martinelli

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

ATTEST:

RICHARD M. KACHMAR
CITY CLERK

CITY OF TRENTON

ERIC E. JACKSON
MAYOR