

RESOLUTION

No. 19-229

Date of Adoption JUN 06 2019

Approved as to Form and Legality

Factual content certified by

John Morelli
JOHN MORELLI, CITY ATTORNEY

Wahab Onitiri
WAHAB ONITIRI, DIRECTOR OF PUBLIC WORK

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 KELLER & KIRKPATRICK, INC., 301 GIBRALTAR DRIVE, SUITE 2A, MORRIS PLAINS, NEW JERSEY 07950 FOR ADMINISTRATION OF MUNICIPAL SERVICES ON AN ON-CALL SERVICE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$50,000.00 -RFP2019-11

WHEREAS, the City has a need for Administration of Municipal Engineering Services On An On Call Service Agreement for a period of one (1) year for the City of Trenton, Department of Public Works; and

WHEREAS, a Request for Proposal was advertised and eleven (11) proposals were received on February 27, 2019, 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, New Jersey 07950 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 \$50,000.00 have been certified to be available in the following account number(s): 9-01- -55-5550-290 contingent upon the FY'2019 final budget and FY'2020 temporary and or final budget.

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

- The Mayor is hereby authorized to enter into a contract with Keller & Kirkpatrick, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey 07950 for Administration of Municipal Engineering Services On An On Call Service Agreement in an amount not to exceed \$50,000.00 for a period of one (1) year for the City of Trenton, Department of Public Works.
- This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.
- 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.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY	✓				MUSCHAL	✓				MCBRIDE				✓
CALDWELL WILSON	✓				RODRIGUEZ	✓								
HARRISON	✓				VAUGHN				✓					

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

JUN 06 2019

Richard P. ...
President of Council

Wahab Onitiri
City Clerk

PROFESSIONAL SERVICES CONTRACT

**RFP2019-11
RESOLUTION 19-229**

THIS CONTRACT, made this 7th day of **JUNE 2019** 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 **KELLER & KIRKPATRICK, INC., 301 GIBRALTAR DRIVE, SUITE 2A, MORRIS PLAINS, NEW JERSEY 07950** ("CONTRACTOR").

WHEREAS, the City has a need for **ADMINISTRATION OF MUNICIPAL ENGINEERING SERVICES ON AN ON CALL SERVICES AGREEMENT** for the City of Trenton, Department of Public Works.

WHEREAS, Contractor agrees to provide **ADMINISTRATION OF MUNICIPAL ENGINEERING SERVICES ON AN ON CALL SERVICES AGREEMENT** for the City of Trenton, Department of Public Works 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:

ADMINISTRATION OF MUNICIPAL ENGINEERING SERVICES ON AN ON CALL SERVICES AGREEMENT The City agrees to retain **KELLER & KIRKPATRICK, INC., 301 GIBRALTAR DRIVE, SUITE 2A, MORRIS PLAINS, NEW JERSEY 07950** ("the request of and under the general supervision of the City of Trenton, Department of Public Works.

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 June 7, 2019 to June 6, 2020 in an amount not to exceed \$50,000.00 contingent upon FY'2019 final budget and FY'2020 temporary and final budget.

- 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 #19-229** 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.
- 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



KELLER & KIRKPATRICK, INC.

301 GIBRALTAR DRIVE, SUITE 2A
MORRIS PLAINS, NEW JERSEY 07950

Matthew L. Martini, PLS, PP, President

6/20/2019
DATE

Seal: _____


Attest: 
Ronnie E. Martinielli

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

ATTEST:

DWAYNE M. HARRIS
MUNICIPAL CLERK

7/1/19
DATE

CITY OF TRENTON

W. REED GUSCIORA, ESQ.
MAYOR

7-2-19
DATE

- Assist in reviewing design standards for municipal public works improvements for Streets, sidewalk, curb design, possible subdivisions and commercial developments.
- Provide engineering assistance on various City projects being performed in-house.
- Prepare reports on community development planning, environmental reviews and analysis to include soils and traffic for public works improvements.
- Provide field surveying services.
- Provide customary civil, structural and engineering design services on a work order basis.
- Provide construction engineering observations as requested by the City Public Works Director and other engineering staff.
- Assist the City preparing grant reports and studies (at the State and Federal level) in the area of public works improvements to include roadways, traffic, park systems, and landscaping.
- Assist with obtaining necessary permits from regulatory agencies.
- Identify and prepare City projects as required.
- Assist City staff as needed or required and provide general advice.
- Help with the preparation of Procurement Specifications.
- Assistance with other city departments, such as Planning and Community Development.
- Meet with developers and members of the public on proposed development projects in order to relate the processes and procedures involved with engineering and infrastructure development.
- Reviews development proposals for conformance with City standards.

The successful firm shall be responsible for all resources necessary to deliver these services. For general service tasks, the consultant will provide basic services to the City on a time and materials approach unless other arrangements or agreements are made.

3.1 TASKED-BASED SERVICES

The Consultant may be directed to undertake specific projects for the City that have a finite scope of work, are relatively larger in scale, or for any other reason the City wishes to assign the work on a task-basis to the consultant. In these cases, the assignment or work will follow the general process described below:

1. The City Public Works Director will describe a task or need to the consultant for a specific project.
2. The consultant will prepare a simple proposal describing the scope of work that the consultant will provide, a proposed fee, and an estimated project timeline.
3. The Public Works Director may choose to accept the proposal as is, reject the Proposal, or negotiate a change of scope or fee with the consultant.
4. Once the proposal is formally authorized, the Public Works Director will issue a Purchase Order to the consultant to complete the project outlined in the proposal.
5. The consultant will track the task/work order with an independent project number separate from general service activities.
6. The City will assign task/work orders to the consultant as needed. The City reserves the right to issue a general RFP for specific projects if they desire to have expanded competition, specialized expertise, or if the consultant elects to not accept a request for a specific work order. The City will maintain the necessary autonomy to ensure that the public interest is best served.
7. The appointment of a consultant does not guarantee that the selected firm will be assigned any or all City projects.

RESOLUTION

No. _____

Date of Adoption _____

Approved as to Form and Legality

Factual content certified by

JOHN MORELLI, CITY ATTORNEY

WAHAB ONITIRI, DIRECTOR OF PUBLIC WORK

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 KELLER & KIRKPATRICK, INC., 301 GIBRALTAR DRIVE, SUITE 2A, MORRIS PLAINS, NEW JERSEY 07950 FOR ADMINISTRATION OF MUNICIPAL SERVICES ON AN ON-CALL SERVICE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$50,000.00 -RFP2019-11

WHEREAS, the City has a need for Administration of Municipal Engineering Services On An On Call Service Agreement for a period of one (1) year for the City of Trenton, Department of Public Works; and

WHEREAS, a Request for Proposal was advertised and eleven (11) proposals were received on February 27, 2019, 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, New Jersey 07950 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 \$50,000.00 have been certified to be available in the following account number(s): 9-01- -55-5550-290 contingent upon the FY'2019 final budget and FY'2020 temporary and or final budget.

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, New Jersey 07950 for Administration of Municipal Engineering Services On An On Call Service Agreement in an amount not to exceed \$50,000.00 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 the Resolution and contract shall remain on file in the City Clerk's Office.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY					MUSCHAL					MCBRIDE				
CALDWELL WILSON					RODRIGUEZ									
HARRISON					VAUGHN									

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

President of Council

City Clerk