

# RESOLUTION

19-101

No \_\_\_\_\_

MAR 07 2019

Date of Adoption \_\_\_\_\_

Approved as to Form and Legality

JOHN MORELLI, CITY ATTORNEY

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 KELLER AND KIRKPATRICK, INC., 301 GIBRALTAR DRIVE, SUITE 2A, MORRIS PLAINS, NEW JERSEY 07950 FOR ENGINEERING, DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR THE INTERSECTION IMPROVEMENTS AT WARREN/WEST STATE STREET/EAST STATE STREET INTERSECTION IN AN AMOUNT NOT TO EXCEED \$26,400.00-RFP2019-03**

**WHEREAS**, the City has a need for Engineering, Design and Construction Inspection Services for the Intersection Improvements at Warren/West State Street/East State Street Intersection for a Period of One (1) Year for the City of Trenton, Department of Public Works, Division of Engineering; and

**WHEREAS**, a request for proposal was advertised and four (4) proposals were received on January 11, 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 Gibralter 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 \$26,400.00 for a Period of one (1) year have been certified in capital account number(s): C-04-16-55-035A-004.

**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 Engineering, Design and Construction Inspection Services for the Intersection Improvements at Warren/West State Street/East State Street Intersection in an amount not to exceed \$26,400.00 for a period of one (1) year for the City of Trenton, Department of Public Works, Division of Engineering.
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 \_\_\_\_\_

MAR 07 2019

*Kathy McBrady*  
President of Council

City Clerk

**PROFESSIONAL SERVICES CONTRACT**

**RFP2019-03  
RESOLUTION 19-101**

THIS CONTRACT, made this 8<sup>TH</sup> day of **MARCH 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 AND KIRKPATRICK, INC., 301 GIBRALTAR DRIVE, SUITE 2A, MORRIS PLAINS, NEW JERSEY 07950** ("CONTRACTOR").

WHEREAS, the City has a need to **ENGINEERING, DESIGN, AND CONSTRUCTION INSPECTION SERVICES FOR THE INTERSECTION IMPROVEMENTS AT WARREN/WEST STATE STREET/EAST STATE STREET INTERSECTION** for the City of Trenton, Department of Public Works, Division of Engineering.

WHEREAS, Contractor agrees to provide **ENGINEERING, DESIGN, AND CONSTRUCTION INSPECTION SERVICES FOR THE INTERSECTION IMPROVEMENTS AT WARREN/WEST STATE STREET/EAST STATE STREET INTERSECTION** 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:

**ENGINEERING, DESIGN, AND CONSTRUCTION INSPECTION SERVICES FOR THE INTERSECTION IMPROVEMENTS AT WARREN/WEST STATE STREET/EAST STATE STREET INTERSECTION** The City agrees to retain **KELLER AND 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, 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 March 8, 2019 to March 7, 2020 in an amount not to exceed \$26,400.00.

- 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 #19-101 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).

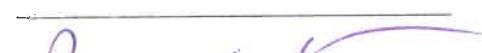
h. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17-27:

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



**KELLER AND KIRKPATRICK, INC.**  
301 GIBRALTAR DRIVE, SUITE 2A  
MORRIS PLAINS, NEW JERSEY 07950

*4/10/19*  
DATE

Seal: 

Attest: 

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

ATTEST:



DWAYNE M. HARRIS  
MUNICIPAL CLERK

DATE

CITY OF TRENTON



W. REED GUSCIORA, ESQ.

MAYOR

DATE

*3.27.19*

**CITY OF TRENTON  
DEPARTMENT OF PUBLIC WORKS  
REQUEST FOR PROPOSAL FOR  
ENGINEERING, DESIGN AND CONSTRUCTION INSPECTION SERVICES  
FOR INTERSECTION IMPROVEMENTS AT WARREN/WEST STATE/EAST STATE STREET  
INTERSECTION**

**1.0 GENERAL PURPOSE**

- 1.1 The City seeks sealed Request for Proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. from engineering firms for engineering design, bid / construction plan and specification preparation, and construction inspection services for Intersection Improvements at Warren/West State/East State Intersection. Professional Design Consultants with proven experience and expertise in road and utility design and developing bid documents in accordance with NJDOT roadway reconstruction requirements are invited to submit proposals for the reconstruction of said intersection.
- 1.2 The purpose and intent of this Request for Proposal is to enter into a Contract for said services as described in the Request for Proposal:

**2.0 SCOPE OF WORK**

- 1.3 The Consultant's services will consist of providing all necessary labor, equipment and materials for the completion of design and bid documents for this project. The following is the scope of service and specifications:
- 1.4 Examine existing roadway at intersection to determine the cause of subsurface and top layer brick and surface movement. Intersection improvements can be determined by performing core testing throughout the project area. Costs associated with all testing shall be included in the proposal.
- 1.5 **Field Survey / Base Map Preparation.** Prepare survey / base map of existing roadway at intersection. At a minimum, all underground utilities and topographic survey of intersection must be identified. Survey shall consist of but not limited to top of curb, gutter, roadway centerline, sidewalks, utilities, castings, etc. at a minimum of 100 feet in all directions from center of intersection. Field surveys 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'.

Determine necessary removal limits for reinstallation of new or existing bricks and sub-surface material necessary for project completion. Provide adequate pavement drainage and successfully mitigate any adjacent ponding in order to provide a safe and attractive improvement of the existing conditions.

Existing Conditions of Project Area



- 1. 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 all items to be removed/replaced and reconstructed, including existing and proposed profiles, top of curb and sidewalk elevations (where necessary) and details for construction / installation of improvements. The plan set shall be detailed sufficiently to address requirements for Public Bidding, applicable permits, including Soil Erosion Sediment Control Certification (if necessary).

Firms are notified that all engineering, construction and inspection work associated with this project must comply with the City of Trenton procurement laws. Construction plans, bid forms and invoices shall be prepared in accordance with this requirement.

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 consistence and accordance with the Local Public Contracts Law – N.J.S.A. 40A:11-1 et. seq., the current editions of NJDOT Standard Specifications for Road and Bridge Construction, Manual of Uniform Traffic Control, and City municipal standards.

- 2. 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 City of Trenton Engineering office 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 from the City or other applicable 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.
- 3. Bid Tabulation and Contract Administration.** The successful engineering firm will be required to administer the project in accordance with the City of Trenton Procumbent laws. 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.
- 4. Construction Inspection and Management.** The engineering firm shall 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 at a minimum to include part-time weekly inspection of work performed by the contractor. Inspections shall be performed by personnel certified by NICET Level III or higher.