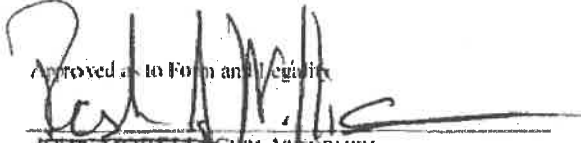


RESOLUTION

21-015

No

Approved as to Form and Legality

JOHN MORELLI, CITY ATTORNEY
ASSISTANT

Date of Adoption JANUARY 21, 2021

Factual content certified by


BENJAMIN DELISLE, DIRECTOR OF HOUSING AND
ECONOMIC DEVELOPMENT

Councilman /woman CALDWELL WILSON presents the following Resolution:

RESOLUTION AWARDDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ., TO MULTIPLE VENDORS FOR DEMOLITION CONSULTANTS FOR PROFESSIONAL ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM NEIGHBORHOOD REDEVELOPMENT AND REVITALIZATION PILOT (NRRP) PROGRAM AND OTHER FUNDED WORK IN AN AMOUNT NOT TO EXCEED \$600,000.00 RFP2020-46

WHEREAS, the City has a need for Demolition Consultants for Professional Engineering and Construction Administration Services for the Community Development Block Grant (CDBG) Program Neighborhood Redevelopment and Revitalization Pilot (NRRP) Program and Other Funded Work for a period of one (1) year for the City of Trenton, Department of Housing and Economic Development; and

WHEREAS, a request for proposals was advertised, and four (4) proposals were received on October 8, 2020 and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposals of Engenuity Infrastructure, 2 Bridge Avenue, Suite 323, Red Bank, New Jersey 07701, Gallagher Bassett Technical Services, 125-310 Village Boulevard, 3rd Floor, Princeton, New Jersey 08540, French & Parrello Associates, 1800 Route 34, Ste. 101, Wall, New Jersey 07719, and Maser Consulting, P.A., 331 Newman Springs Road, Ste. 203, Red Bank, New Jersey 07701 were deemed to have the necessary qualifications and expertise for the performance of the services at the rates budgeted; and

WHEREAS, funds in an amount not to exceed \$600,000.00 have been certified to be available in the following account number(s): T-19-19-65-6582-290 (\$150,000.00- Engenuity Infrastructure at an hourly rate of \$129.57), G-SS-20-60-011B-290 (\$150,000.00- Gallagher Bassett Technical Services at an hourly rate of \$166.00) G-SS-20-60-011B-290 (\$150,000.00- French & Parrello Associates at an hourly rate of \$125.00), and G-SS-20-60-011B-290 (\$150,000.00- Maser Consulting, P.A. at an hourly rate of \$167.00); and

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 multiple contracts with Engenuity Infrastructure, 2 Bridge Avenue, Suite 323, Red Bank, New Jersey 07701, Gallagher Bassett Technical Services, 125-310 Village Boulevard, 3rd Floor, Princeton, New Jersey 08540, French & Parrello Associates, 1800 Route 34, Ste. 101, Wall, New Jersey 07719, and Maser Consulting, P.A., 331 Newman Springs Road, Ste. 203, Red Bank, New Jersey 07701 for Demolition Consultants for Professional Engineering and Construction Administration Services for the Community Development Block Grant (CDBG) Program Neighborhood Redevelopment and Revitalization Pilot (NRRP) Program and Other Funded Work in an amount not to exceed \$600,000.00 for a period of one (1) year on an as needed basis for the City of Trenton, Department of Housing and Economic Development.
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	✓				MCBRIDE		✓			VAUGHN		✓		
CALDWELL WILSON	✓				MUSCHAL	✓								
HARRISON	✓				RODRIGUEZ	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on JANUARY 21, 2021

Kathy McBrink
President of Council

Mu Ch
City Clerk

PROFESSIONAL SERVICES CONTRACT

RFP2020-46

RESOLUTION 21-015

**DEMOLITION CONSULTANTS FOR PROFESSIONAL ENGINEERING AND CONSTRUCTION
ADMINISTRATION SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM NEIGHBORHOOD REDEVELOPMENT AND REVITALIZATION PILOT (NRRP) PROGRAM
AND OTHER FUNDED WORK**

THIS CONTRACT, made this **22ND** day of **JANUARY 2021** 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 **GENUINITY INFRASTRUCTURE, 2 BRIDGE AVENUE, SUITE 323, RED BANK, NEW JERSEY 07701** (CONTRACTOR").

WHEREAS, the City has a need for **DEMOLITION CONSULTANTS FOR PROFESSIONAL ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM NEIGHBORHOOD REDEVELOPMENT AND REVITALIZATION PILOT (NRRP) PROGRAM AND OTHER FUNDED WORK** for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, Contractor agrees to provide **DEMOLITION CONSULTANTS FOR PROFESSIONAL ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM NEIGHBORHOOD REDEVELOPMENT AND REVITALIZATION PILOT (NRRP) PROGRAM AND OTHER FUNDED WORK** for the City of Trenton, Department of Housing and Economic Development 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:

DEMOLITION CONSULTANTS FOR PROFESSIONAL ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM NEIGHBORHOOD REDEVELOPMENT AND REVITALIZATION PILOT (NRRP) PROGRAM AND OTHER FUNDED WORK for the City agrees to retain **GENUINITY INFRASTRUCTURE, 2 BRIDGE AVENUE, SUITE 323, RED BANK, NEW JERSEY 07701** ("the request of and under the general supervision of the City of Trenton, Department of Housing and Economic Development.

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 January 22, 2021 to January 21, 2022 on an as needed basis in an amount not to exceed \$150,000.00 at an hourly rate of \$129.57 per hour.

- 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 #21-015** 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 Housing and Economic Development.
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


**ENGENUITY INFRASTRUCTURE,
 2 BRIDGE AVENUE, SUITE 323
 RED BANK, NEW JERSEY 07701**

2-17-2021

Seal: _____

Attest: 

**AMANDA SCHERMOND
 NOTARY PUBLIC OF NEW JERSEY
 Comm. # 50069831
 My Commission Expires 10/11/2022**

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

ATTEST:


**MATTHEW H. CONLON, RMC
 MUNICIPAL CLERK**

CITY OF TRENTON


**W. REED GUSCIORA, ESQ.
 MAYOR**

3-2-21
 DATE

3-1-2021
 DATE

- Construction Administration and Oversight

Additional information regarding contract scope of work requirements are included in Section III Scope of Work of this RFP.

NOTE: Additional Requirements – The work under this contract may also be funded and/or reimbursed in whole or in part from U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds in association with the NJ Housing and Mortgage Finance Agency. These additional requirements are described in the Statement of Assurances for Contractors/Consultant – Additional Federally Funded Agreement Provisions Applicable to Community Development Block Grant-funded Projects. Additionally, other State programs (NJHFMA – Neighborhood Redevelopment and Revitalization Pilot (NRRP)) may also participate in funding or reimbursing the City for services or work under this contract. As such, the Consultant may be directed as part of its responsibilities to meet these other federal and/or State program requirements in order for services/work to be funded or reimbursed by the respective funding agencies or Programs, and to ensure that all applicable performance standards of these Programs are followed in their specifications or deliverables.

The city will not reimburse any Consultants for any cost incurred related to this proposal; all costs are the sole responsibility of the Consultant.

MBE/WBE firm or individuals and DBE firms or individuals are highly encouraged to apply.

III. SCOPE OF WORK

This section is intended to provide the Consultant with the general requirements of the various design services for demolition work needed under this contract. It may not be exhaustive, and any tasks that are necessary to perform the work described will be required of the Consultant. The Consultant will be required to conduct pre-demolition assessments of each property, produce construction documents for bidding and for obtaining the necessary permits for the demolition, removal and disposal of all structures on the property and for the restoration of the site. The Consultant services under each assignment may include, but will not be limited to, the following tasks:

1. The Consultant shall inspect each property in the work assessment and conduct an assessment of each structure. The consultant shall prepare a brief report of the condition of the structure, including recommendation for demolition, or rehabilitation, if feasible. The report shall include sketches and site photos. Should the condition of the structure appear to constitute an unsafe condition for entry (imminent hazard), the Consultant will make such determination in consultation with the City of Trenton Building Subcode Official.
2. The City will use CDBG funds to demolish approximately 40 properties. 20 have been cleared by the State Historic Preservation Office (SHPO). Another approximately 20 properties will need to be identified and cleared by the SHPO before proceeding.
3. Asbestos Containing Materials Survey and Report (ACM) The Consultant shall conduct a building survey for Asbestos Containing Materials and Universal Wastes where applicable and necessary for the demolition of each structure. Consultant shall prepare the necessary individual reports based on survey/samples taken in accordance with all applicable regulatory requirements. If conditions are observed during the initial assessment that the condition of the building preclude adequate characterization of asbestos-containing materials or other hazardous materials, and the subsequent preparation of a hazardous materials mitigation plan, then the engineer, with the consent of the City, may forego the hazardous materials testing. The demolition bid specification should include and appropriate notification that all potential hazardous materials should be assumed to be asbestos-containing and/or hazardous and removed, segregated and disposed of as hazardous material.

4. The Consultant shall prepare design and bid specifications documents for the demolition and site restoration construction work for each site. The documents will include, but not limited to: site plans/sketches, photos, plans for asbestos and universal waste abatement, utility disconnections, rodent control, soil erosion controls, safety, traffic control, drainage, UST removal, vegetation to be removed, demolition of building and site improvements, physical separation from adjoining structures (row homes, semi-detached) party wall repair and/or waterproofing, backfill, site restoration, fencing, sidewalk restoration, etc.
5. The Consultant shall prepare a written cost estimate for abatement, demolition and site restoration for each site included in the project scope of work. The cost estimate shall include the following estimated cost for each building/property.
6. Demolition contracts will be advertised for bid by the City based on the specifications provided by the Consultant. Demolition contracts will be awarded to the lowest responsible bidder. The Consultant will be required to attend any pre-bid meetings, respond to questions from bidders, review the bids received, including the apparent lowest responsible bidder, and provide a Recommendation of Award to the City.
7. Permits shall be filled out by the Consultant and shall include all required information and the name of the Awarded Contractor of record. The construction permit application will be submitted to the City Technical Division for review and approval.
8. The Consultant will be responsible to notify and obtain the written release of all utilities having service connections within the structure, such as water, electric, gas, sewer, cable television, and other connections. The approval to demolish any structure will not be given until such release is submitted and approved by Consultant. The written release shall state that the respective service connections and appurtenant equipment, such as meters and regulators, have been removed and sealed or plugged in a safe manner.
9. The Consultant shall provide construction inspections and oversight of the work progress. This shall include, but not limited to: attend project progress meetings and prepare a report of the meeting (meeting minutes), prepare Site Visit/Field Observation Reports, review and approve the Contractor's monthly payment application, ensure applicable labor compliance, review any Requests for Information (RFI) submitted by the Contractor, review any Contractor change order requests and provide recommendations to the City, review the work performed by the Contractor to confirm the work is completed in accordance with the Contract documents, review of shop drawing and as-built submittals (if required), and photo documentation as may be required.
10. At the completion of demolition, Consultant shall provide two (2) hard copies (bound) and one electronic copy containing the following documents:
 - Final Site Plan
 - Copies of Waste Manifests, bills of lading, or other applicable disposable documentation
 - Recycling Plan (if required)
 - Copies of Test Reports
 - Pre-Demolition and Post-Demolition Photographs
 - Documentation regarding the source and quantity of imported clean fill
 - Copies of Inspection Reports
 - Copies of Permits and Certificate of Acceptance

The following will be required and specified by the Consultant to the Awarded Contractor (who will perform the physical demolition work) in accordance with the Consultant's bid documents and specifications prepared for the demolition of structures on designated property or properties:

1. The Awarded Contractor shall be responsible for providing pre-demolition notice to adjoining property owners and providing proof of such notice to the Consultant and City as a prior approval with the permit package. A mandatory pre-construction meeting may be required by the City prior to beginning the demolition work.
2. The Awarded Contractor shall be required during the demolition of a structure to keep the premises free of all unsafe or hazardous conditions. This includes the period during the restoration of established grades and the erection of temporary safety fences and silt fences for erosion control.
3. The Awarded Contractor must have all vacant structures baited for rodents. The Contractor must supply written verification of the rodent baiting to the Consultant and City.
4. The Awarded Contractor shall be responsible for the proper disposal of any and all unregulated solid and hazardous waste generated from the work, including but not limited to asbestos, universal wastes, household chemicals, consumer packaged pesticides, oils, paints, or other related items found on the project site.
5. The Awarded Contractor shall be responsible for the proper closure of any above or below ground storage tanks, in accordance with applicable NDDEP regulations.
6. The Awarded Contractor shall be responsible for making any required utility disconnections and proper cutting and capping of utilities, in accordance with specifications and utility requirements.
7. The Awarded Contractor shall be responsible to protect any adjoining structures that are to remain, i.e. row and semi-detached homes. These structures may require demolition by hand and preclude the use of machinery for demolition. Additionally, stabilization of party walls, roofs, gutters, porches and other site-specific repair to the adjacent structures may be necessary as part of the work.
8. After removing any and all site improvements i.e. dwellings, foundations, structures, tanks, fences, walks/driveways, etc. (whether concrete or asphalt/bituminous), accumulated materials, and/or debris, the Awarded Contractor shall be responsible to leave the site in a clean, finished, graded, and stabilized (i.e. gravel or grass growth covering the site) condition. Masonry materials from any foundations, footings, sidewalks, etc., may be used as excavation backfill, provided that all basement slabs are broken up to prevent the trapping of water, and all masonry materials are broken up into pieces no larger than one foot (1') in any dimension and mixed with a sufficient quantity of clean soil, so as to permit complete filling of all voids and proper compaction. The Awarded Contractor shall limit excavation to within two feet (2') of the foundation perimeter and will not excavate more than six inches (6") below the depth of the foundation to minimize soil disturbance. With respect to the removal of slabs, driveways, and sidewalks, the Awarded Contractor shall limit excavation to within two feet (2') of the slab/driveway/sidewalk perimeter and will not excavate more than six inches (6") below the depth of the asphalt/concrete to minimize soil disturbance. All on-site concrete fill material shall be placed no less than three feet (3') below the proposed finished grade, including the removal of footings, foundations, walls, etc., which must be removed to a minimum depth of three feet (3') below proposed finished grade. Asphalt/bituminous materials must be removed from the site and properly disposed of by the Awarded Contractor. Proper documentation from the disposal facility shall be submitted.
9. The Awarded Contractor shall import an adequate quantity of certified clean fill and topsoil, sufficient to fill in all excavations and/or foundations and grade the site, so as to prevent the accumulation or trapping of storm water runoff. The source of the clean soil (i.e. free of concrete, asphalt, brick, cinder/cement block, wood, trees, roots, branches, non-decomposed vegetative matter, metal, plastic or any other form of construction debris; and free of any hydrocarbons/hazardous/controlled materials) shall be as approved by the Consultant. The quantity of imported soil shall be the minimum amount required to achieve the proper site grading. Filling and backfilling shall consist of depositing, spreading, and compacting of approved materials. The minimum density to be obtained in the earth backfill and soil aggregate base course shall be 95% of "maximum density" as defined in ASTM D-1557, Moisture Density Relations of Soil (Standard