

RESOLUTION

No.

21-251

Date of Adoption June 10, 2021

Approved as to Form and Legality

CITY ATTORNEY AGG

Actual content certified by

Maria Richardson

MARIA RICHARDSON, DIRECTOR OF RECREATION, NATURAL RESOURCES, AND CULTURE

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 JOHNSON, MIRMIAN AND THOMPSON (JMT), INC. FOR PROFESSIONAL DESIGN AND ENGINEERING SERVICES FOR DESIGN DEVELOPMENT AND PERMITTING MARINE TERMINAL TRAIL AND COOPER FIELD CONNECTOR, TRENTON, NJ FOR THE CITY OF TRENTON IN AN AMOUNT NOT TO EXCEED \$164,000.00 FOR A PERIOD OF ONE (1) YEAR FROM MAY 28, 2021 TO MAY 27, 2022 RFP2020-43

WHEREAS, the City has a need for Professional Design and Engineering Services for Design Development and Permitting Marine Terminal Trail and Cooper Field Connector, Trenton, New Jersey for a period of one (1) year for the City of Trenton, Department of Recreation, Natural Resources and Culture; and

WHEREAS, a request for proposal was advertised, and twelve (12) proposals were received on September 24, 2020 and was evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of Johnson, Mirmiran and Thompson (JMT), Inc., 1200 Lenox Drive, Suite 101, Princeton, New Jersey 08548 was 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 \$164,000.00 have been certified to be available in the following capital account number(s); FY'2018, C-04-18-70-030A-005 (\$10,000.00), and FY'2020, C-04-20-70-008J-002 (\$154,000.00) from May 28, 2021 to May 27, 2022.

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 Johnson, Mirmiran and Thompson (JMT), Inc., 1200 Lenox Drive, Suite 101, Princeton, New Jersey 08548 for Professional Design and Engineering Services for Design Development and Permitting Marine Terminal Trail and Cooper Field Connector, Trenton, New Jersey in an amount not to exceed \$164,000.00 for a period of one (1) year for the City of Trenton, Department of Recreation, Natural Resources and Culture.
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
BLAKLEY	✓				MCBRIDE	✓				VAUGHN	✓			
CALDWELL					MUSCHAL	✓								
WILSON	✓				RODRIGUEZ	✓								
HARRISON	✓													

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

June 10, 2021

Paul A. Mazzarella
President of Council

City Clerk

PROFESSIONAL SERVICES CONTRACT

**RFP2020-43
RESOLUTION 21-251**

**PROFESSIONAL DESIGN AND ENGINEERING SERVICES FOR DESIGN DEVELOPMENT AND
PERMITTING MARINE TERMINAL TRAIL AND COOPER FIELD CONNECTOR, TRENTON, NEW JERSEY**

THIS CONTRACT, made this 10TH day of JUNE 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 **JOHN, MIRMIAN AND THOMPSON (JMT), INC., 1200 LENOX DRIVE, SUITE 101, PRINCETON, NEW JERSEY 08648** (CONTRACTOR").

WHEREAS, the City has a need **FOR PROFESSIONAL DESIGN AND ENGINEERING SERVICES FOR DESIGN DEVELOPMENT AND PERMITTING MARINE TERMINAL TRAIL AND COOPER FIELD CONNECTOR, TRENTON, NEW JERSEY** for the City of Trenton, Department of Recreation, Natural Resources, and Culture.

WHEREAS, Contractor agrees to provide **FOR PROFESSIONAL DESIGN AND ENGINEERING SERVICES FOR DESIGN DEVELOPMENT AND PERMITTING MARINE TERMINAL TRAIL AND COOPER FIELD CONNECTOR, TRENTON, NEW JERSEY** for the City of Trenton, Department of Recreation, Natural Resources, and Culture 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 PROFESSIONAL DESIGN AND ENGINEERING SERVICES FOR DESIGN DEVELOPMENT AND PERMITTING MARINE TERMINAL TRAIL AND COOPER FIELD CONNECTOR, TRENTON, NEW JERSEY for the City agrees to retain **JOHN, MIRMIAN AND THOMPSON (JMT), INC., 1200 LENOX DRIVE, SUITE 101, PRINCETON, NEW JERSEY 08648** ("the request of and under the general supervision of the City of Trenton, Department of Recreation, Natural Resources, and Culture.

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 May 28, 2021 to May 27, 2022 in an amount not to exceed \$164,000.00.

- 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 #21-251 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 Water and Sewer.

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

JOHN, MIRMIKAN AND THOMPSON (JMT) INC.,
1200 LENOX DRIVE, SUITE 101
PRINCETON, NEW JERSEY 08543

Seal:

Attest:



DATE

7/7/21

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

DATE

7/10/21

CITY OF TRENTON


W. REED GUSCIORA, ESQ.
MAYOR

DATE

7-16-21

1. Letter of Transmittal

Include the firm's understanding of the work to be performed; state why the firm believes itself to be the best qualified to perform the services requested; state the Management Contact (representative authorized to sign an agreement for the firm) and Project Manager (person responsible for day-to-day management of the project).

2. Table of Contents

Include a clear identification of the material by section and by page number.

3. Project Personnel

Proposals must identify by name the lead Consultant, subcontractors and key professional staff that will be assigned to carry out the work, and a listing of their qualifications and areas of expertise, copies of relevant licenses and certifications, and proposed project responsibilities. Key project team members may not be replaced except with express written consent of the Owner.

4. Scope of Services

Proposals must address all items set forth in the "Consultant Scope of Services". The proposals must provide a detailed plan demonstrating the respondent's approach and methodology and how the respondent shall complete all requirements of each item and comply with applicable laws and regulations (not to exceed five pages).

The methods and procedures, and all subcontractors and professionals that shall be used to complete each task item must be provided in detail to demonstrate the respondent's technical understanding and regulatory requirements of the work.

Additional information which, in the opinion of the respondent, should be included must be clearly identified.

5. Schedule

Proposals should provide a detailed schedule with project sequencing, including suggested payment milestones, and demonstrate agreement to work on a timely and interactive basis with the Owner. Proposals shall include a schedule of deliverables. It is expected that