

AGENDA

CITY OF CAMDEN CITY COUNCIL SPECIAL MEETING

May 18th, 2021 - 12:00 p.m.

Honorable Curtis Jenkins, President Honorable Marilyn Torres, Vice President Honorable Sheila Davis Honorable Angel Fuentes Honorable Felisha Reyes-Morton Honorable Shaneka Boucher

Honorable Victor Carstarphen, Mayor

Michelle Spearman, City Attorney Howard McCoach-Acting Counsel to Council

Luis Pastoriza, Municipal Clerk



CITY COUNCIL AGENDA SPECIAL MEETING

TUESDAY, MAY 18TH, 2021 – 12:00 P.M. CITY COUNCIL CHAMBER

CALL TO ORDER
FLAG SALUTE
ROLL CALL
STATEMENT OF COMPLIANCE
NOTICE OF MEETING

RESOLUTIONS

Office of the City Attorney

- 1. Resolution authorizing a professional services contract with Howard McCoach, Esquire for consultant for contract/grant compliance, monitoring and counsel to Council in the amount not to exceed \$100,000.00 for a term of one (1) year
- 2. Resolution amending resolution R-31 (MC-7885) adopted on March 9, 2021 to Change the Name to "Approving Municipal Facility License Agreement Template"

Department of Administration

- 3. Resolution awarding a contract for professional services to DeCotis, Fitzpatrick, Cole & Giblin, LLP
- 4. Resolution to award a negotiated contract to (TBD) for labor, materials, etc. needed to complete access road for the Fleet Maintenance Garage located at 443 Kaighn Avenue, Camden, NJ 08103 (by title)

Department of Planning & Development

- 5. Resolution authorizing an agreement between the City of Camden and Kriegman & Smith #CHC058
- 6. Resolution authorizing an agreement between the City of Camden and Gatehouse & Cooperstown Apts. #CHB005
- 7. Resolution authorizing an agreement between the City of Camden and Capital Systems Property Management #CHC001
- 8. Resolution authorizing an agreement between the City of Camden and Parkview at Collingswood Urban Renewal Owner, LLC #CHC055
- 9. Resolution in support of Cooper's Ferry Partnership's application to the 2021 Camden County Open Space Trust Fund Recreation Facility Enhancement Program in the amount of \$25,000.00 for the Cramer Hill Waterfront Park Trail Project
- 10. Resolution authorizing a contract to Buchart Horn, Inc., Suite 110, 2 Eves Drive, Marlton, NJ 08053 for general engineering services for City of Camden's Water and Sewer System
- 11. Resolution authorizing amendment #2 to contract #03-19-121s with CME Associates, LLC for construction management & administration of the Cooper Street Pedestrian Access (TIGER) project
- 12. Resolution authorizing Change Order #7 to contract #03-19-130 with Charles Marandino, LLC for construction services related to the Camden connections for the Cooper Street Pedestrian Access (TIGER) project
- 13. Resolution authorizing Change Order #1 and Final to Contract #04-19-135 with A.P. Construction, Inc., for reconstruction/resurfacing of South 7th Street (Pine Street to Atlantic Avenue) project
- 14. Resolution authorizing a grant application to the State of New Jersey
 Department of Environmental Protection Green Acres Urban Parks Initiative
 Program
- 15. Resolution authorizing a temporary emergency appropriation in the amount of \$20,800.00 from the Delaware Valley Regional Planning Commission for the FY21 Transit Support Program
- 16. Resolution authorizing a temporary emergency appropriation in the amount of \$24,000.00 from the Delaware Valley Regional Planning Commission for the FY21 Supportive Regional Highway Planning Program

17. Resolution authorizing a change order #12 to contract #03-19-131, with A.P. Construction Inc., in connection with the Cooper's Poynt Road Reconstruction Project (TIGER GRANT)

Department of Health & Human Services

18. Resolution authorizing a shared services agreement between the Camden County Board of Chosen Commissioners and the City of Camden for the 2020-2025 Municipal Drug Alliance Program in the amount of \$38,504.00

PUBLIC COMMENT

ADJOURNMENT

Please note summary of Public Decorum rules below.

Rule XVII: Decorum

Any person who shall disturb the peace of the Council, make impertinent or slanderous remarks or conduct himself in a boisterous manner while addressing the Council shall be forthwith barred by the presiding officer from further audience before the Council, except that if the speaker shall submit to proper order under these rules, permission for him to continue may be granted by a majority vote of the Council.

City Council meetings shall be conducted in a courteous manner. Citizens and Council members will be allowed to state their positions in an atmosphere free of slander, threats of violence or the use of Council as a forum for politics. Sufficient warnings may be given by the Chair at any time during the remarks and, in the event that any individual shall violate the rules of decorum heretofore set forth, the Chairperson may then cut off comment or debate. At the discretion of the Chairperson, light signals may be used to display the commencement of the time for speaking and a warning light may be flashed to show that the appropriate time has passed. A red light will signal that there is no longer time.

MBS:dh 05-18-21

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH HOWARD McCOACH, ESQUIRE FOR CONSULTANT FOR CONTRACT/GRANT COMPLIANCE, MONITORING AND COUNSEL TO COUNCIL IN THE AMOUNT NOT TO EXCEED \$100,000.00 FOR A TERM OF ONE (1) YEAR

WHEREAS, there exists a need to provide professional legal services to perform grant compliance and monitoring; contract review and compliance; counsel to council for the City of Camden; and

WHEREAS, HOWARD McCOACH, ESQUIRE has submitted a proposal indicating he will provide the services to the City of Camden for the amount not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00); and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the adopted budget of the City of Camden under line item(s) "9-01-200-906", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the proper officers of the City of Camden are hereby authorized to execute a contract with HOWARD McCOACH, ESQUIRE for an amount not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) at the rate of \$60.00 per hour for the period of one year to provide professional legal services to perform grant compliance and monitoring; contract review, compliance and counsel to council for the City of Camden, according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

BE IT FURTHER RESOLVED, that pursuant to <u>N.J.S.A.</u> 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: May 18, 2021

The above has been reviewed and approved as to form.

Mrs. Och Braspen
MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS President, City Council

ATTEST:

LUIS PASTORIZA Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: HOWARD MCCOACH, ESQUIRE

THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

TEMPORARY BUDGET APPROPRIATION: 1-01-200-906

AMOUNT: \$100,000.00

ADOPTED BUDGET APPROPRIATION:

AMOUNT

APPROPRIATION RESERVE:

AMOUNT:

DEDICATED BY RIDER:

AMOUNT:

RESERVE FOR STATE AND FEDERAL GRANT

AMOUNT

CAPITAL ORDINANCE:

AMOUNT:

TRUST ACCOUNT:

AMOUNT:

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$100,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT /GRANT COMPLIANCE AND COUNSEL TO COUNCIL SERVICES IN THE AMOUNT NOT TO EXCEED \$100,000.00 FOR A TERM OF ONE YEAR. (RFP #21-02)

Johanna S. Conyer

Director of Finance

Date:

"WAIK-ON"

CITY OF CAMDEN

CITY COUNCIL REQUEST FORM

		Cor	uncil Meeting: May 11, 2021		
TO:	lacon 1 Acuncion Fac	<u> </u>			
	Jason J. Asuncion, Esq., Business Administrator				
FROM:	Michelle Banks-Spearma	-	•		
Departmen	t Making Request: Office	ce of the City A	Attorney		
TITLE OF ORDINANCE OR RESOLUTION: RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH HOWARD McCOACH, ESQUIRE FOR CONSULTANT FOR CONTRACT/GRANT COMPLIANCE AND COUNSEL TO COUNCIL SERVICES IN THE AMOUNT NOT TO EXCEED \$100,000.00 FOR A TERM OF ONE (1) YEAR (RP) #21-02)					
BRIEF DESCRIPTION OF ACTION: This resolution is necessary for the continue services for a Consultant for Contract/Grant Compliance and Counsel to Council services.					
APPROPRI	APPROPRIATION ACCOUNT TO BE CHARGED: 1-01-200-906				
X For Example Request, For	F PROPOSED CONTRAC Request Form Attached for le: Form "A" - Request for approval of form "E" - Creation/Extension of Servi Best Price Insurance Contracting" Mode	State DCA/DLG of Employees Requiring ces. Form "G" - Gran	00 SS Approval - (If applicable) Ig Advice and Consent of Governing Body, Form "D" - Contra Int Approval, Form "H" - Bond Ordinance or Contract Request		
Approved by	City Attorney:	Pate Date	Signature Mr. 2000 Bloom		
Approved by	Grants Management:				
Approved by CAF -Certific	Finance Director: cations of Availability of Funds	5/11/21	(If applicable)		
•	Business Administrator:	5.14.21	gason J. aseación		
	(Name) Please Print		(Extension #)		
Prepared By:	Dionne Giles		X7185		

Please note that the Contact Person is the point person for providing pertinent information regarding request, If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

Contact Person: Michelle Banks-Spearman, City Attorney

X7185

X7170

CAMDEN CITY 520 MARKET STREET P O BOX 95120 CAMDEN, NJ 08101-5120 TEL (856)757-7000

	REQUISITION	
NO.	c2100650	

S H I P T O	CITY ATTORNEY-4TH FLOOR PO BOX 95120 CAMDEN, NJ 08101-5120	FINANCE C ZOZI NAY -	PARTMENT 1 P 12:0RODER DATE: DELIVERY DATE: STATE CONTRACT: F.O.B. TERMS:	05/05/21
>ENDOR	HOWARD McCOACH,PC 7 Timber Creek Rd. Stratford, NJ 08084	VENDOR #: MCC44		

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CONTRACT/GRANT COMPLIANCE AND COUNSEL TO COUNCIL SERVICES ON REPUBLICANO ON	1-01200-906	100,000.0000	100,000.00
	COWIN REP#21-02		TOTAL	100,000.00
	:			
		·		
	·		·	
	:			

Approved:

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

Department Head Date

Receiver of Goods

Date

STATE OF NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF LOCAL GOVERNMENT SERVICES CONTRACT REQUEST FORM

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

	Camden
Professional Service or EUS Type	Professional Service
Name of Vendor	Howard McCoach, Esquire
Purpose or Need for service:	Resolution Authorizing A Non-Fair And Open Professional Services Contract With Howard McCoach, Esquire as Consultant For Contract/Grant Compliance and Counsel to Council
Contract Award Amount	\$100,000
Term of Contract	1 Year
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	No
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	Advertised RFP
Were other proposals received? If so, please attach the names and amounts for each proposal received?	No.
n bluders and the blu amounts associ	noranda or evaluation forms used to evaluate the vendors and a list lated with each bidder. please have the appropriate personnel sign the certification on page
layor's Signature*	Date

^{*}For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

The Chief I maneral Office	i amirms that there i	is adequate funding available for this personnel action.
10-300-6	ioG Fi	unding Source for this action
Clesa	,————	
Chief Financial Officer Sig	nature	
I certify that the vendor sel- was notified of any restricti	ected is in complian	ace with the adopted Pay to Play Ordinance and that the vendor
and the state of the state of	ons with respect to t	campaign contributions.
		Date
Certifying Officer		
F- LCG		
For LGS use only:		
() Approved	() Denied	d
····		Date
Director or Designee,		
Division of Local Governm	ent Services	
Number Assigned		·

RESOLUTION AMENDING RESOLUTION R-31 (MC-7885) ADOPTED ON MARCH 9, 2021 TO CHANGE THE NAME TO "APPROVING MUNICIPAL FACILITY LICENSE AGREEMENT TEMPLATE"

WHEREAS, the Council of the City of Camden by Resolution #R-31 (MC-7885) dated March 9, 2021 authorized the "Resolution Approving Wireless Master License Agreement Template"; and

WHEREAS, it is necessary to amend Resolution #R-31 (MC-7885) to correct the name throughout the body of the resolution to read as "Resolution Approving the Municipal Facility License Agreement Template"; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the proper City Officers are hereby authorized to change the name throughout the body of the resolution to read "Resolution Approving the Municipal Facility License Agreement Template".

BE IT FURTHER RESOLVED, that pursuant to <u>N.J.S.A.</u> 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: May 18, 2021

The above has been reviewed and approved as to form.

MICHELLE BANKS-SPEARMAN City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA Municipal Clerk

CITY OF CAMDEN

CITY COUNCIL REQUEST FORM

		i	Council I	Meeting: May 14, 2021 (Special)	
TO:	Jason J. Asuncion, Esq., Business Administrator				
FROM:	Michelle Banks-Spearmar	Michelle Banks-Spearman, City Attorney			
Departmer	Department Making Request: Office of the City Attorney				
RESOLUTION	E THE NAME TO "APPRO	TION R-3	∤ ⊉ (MC-788 UNICIPAL	5) ADOPTED ON MARCH 9, 2021 FACILITY LICENSE AGREEMENT	
This resoluti	CRIPTION OF ACTION: on is necessary to change the change from "Wireless Master I be ment Template"	the title o	of the reso	lution to reflect the correct name of Template" to "Municipal Facility	
AMOUNT O Waiver For Examp Request, F	ATION ACCOUNT TO BE F PROPOSED CONTRAC Request Form Attached for S le: Form "A" - Request for approval of form "E" - Creation/Extension of Service Best Price Insurance Contracting" Model	T: State DCA, Employees Rives, Form "G"	/DLGS App	roval - (<i>If applicable</i>) and Consent of Governing Body, Form "D" - Contract al, Form "H" - Bond Ordinance or Contract Request,	
Approved by	City Attorney:	<u>Dat</u> 5/14/	<i>g</i> /	Signature Missols Stipen	
Approved by	Grants Management:			,	
Approved by ☐ CAF –Certifi	Finance Director: cations of Availability of Funds			(If applicable)	
Approved by	Business Administrator:				
<u> </u>	(Name) Please Print		(Ext	ension #)	
Prepared By:	Dionne Giles	186		X7185	
Contact Person:	<u>Edward Trueblood, Assistant (</u>	City Attorne	<u>.</u>	X7170	

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

MBS:dh 03-09-21

RESOLUTION APPROVING WIRELESS MASTER LICENSE AGREEMENT TEMPLATE

WHEREAS, the City of Camden by Ordinance (MC-5313) adopted on December 18, 2020 authorized an "Ordinance of the City Council of the City of Camden to Amend the City of Camden Municipal Code Part II to add Chapter 601, "Wireless Facilities in the Public Right-of-Way"; to Amend Chapter 601 to Address Consent Requirements and a Right-of-Way Use Agreement; and to Amend Section 870-211 to Exempt Communications Facilities in the Public Right-of-Way" (referred to herein as "Ordinance MC-5313"); and

WHEREAS, Ordinance MC-5313 regulates the installation of wireless facilities in the City's public right of way; and

WHEREAS, Ordinance MC-5313, provides that in order for a telecommunications company to install a wireless facility on City-owned property, the telecommunications company must enter into a Master License Agreement with the City; and

WHEREAS, the Master License Agreement Template was drafted by the City's Law Department, the City's Administration Working Group and expert outside legal counsel to comply with applicable Federal regulations and MC-5313; and

WHEREAS, the Law Department is asking City Council to approve the Master License Agreement Template attached hereto as Exhibit A as the form of agreement to be used with Telecommunication Companies seeking to install wireless facilities on Cityowned vertical structures located in the City's Right of Way, including the replacement of a City-owned pole or vertical structure by a Telecommunication Company in its course of business; and

WHEREAS, in order to comply with the limited approval deadlines, set by the applicable FCC regulations, the Law Department is also asking City Council to authorize the Mayor or his designee to execute Master License Agreements approved by the Director of Planning and Development and the Law Department, which are in substantially the same form as the approved Master License Agreement Template without separate approval by City Council; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that, for all the reasons and on the conditions set forth above, the form of Master License Agreement Template attached hereto as Exhibit A is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor or his designee is hereby authorized to execute Master License Agreements approved by the Director of Planning and Development and the Law Department, which are in substantially the same form as the attached Master License Agreement Template without separate approval by City Council.

BE IT FURTHER RESOLVED, that pursuant to <u>N.J.S.A.</u> 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: March 9, 2021

The above has been reviewed and approved as to form.

MICHELLE BANKS-SPEARMAN

City Attorney

CURTIS JENKINS President, City Council

ATTEST:

LUIS PASTORIZA Municipal Clerk

EXHIBIT A

MUNICIPAL FACILITY LICENSE AGREEMENT

THIS MUNICIPAL FACILITY LICENSE AGREEMENT (the "Agreement") is dated as
of, 20 (the date fully executed by all parties, referred to herein as
"Effective Date"), and entered into by and between the City of Camden, a Municipal Corporation
(the "Licensor"), and, a ("Licensee").
Licensor and Licensee are referred to herein collectively as the "Parties" or individually as a
"Party."

Recitals

- A. WHEREAS, the Licensor is the owner of certain Municipal Facilities (as defined below) located in the Rights-of-Way (as defined below) of the City of Camden ("City");
- B. WHEREAS, Licensee is authorized to conduct business as a telephone corporation in the State of New Jersey;
- C. WHEREAS, Licensee desires to use space on certain of the Licensor's Municipal Facilities in the Rights-of-Way to construct, attach, install, operate, and maintain of its Equipment (as defined below);
- D. WHEREAS, Licensor is willing to allow Licensee to use and physically occupy portions of the Municipal Facilities in the Rights-of-Way subject to the terms and conditions of this Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

- 1. **DEFINITIONS.** The following definitions shall apply generally to the provisions of this Agreement:
- 1.1 "Equipment" means the equipment cabinets, antennas, utilities, and fiber optic cables, wires, and related equipment, whether referred to individually or collectively, to be installed on a Municipal Facility and operated by Licensee under a particular Supplement.
- 1.2 "Hazardous Substance" means any substance, chemical or waste that is identified as hazardous or toxic in any applicable federal, state or local law or regulation, including, but not limited to, petroleum products and asbestos.
- 1.3 "Laws" means any and all applicable statutes, codes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, court orders, or other requirements of the Licensor or other governmental agency having joint or several jurisdiction over the parties to this Agreement as such laws may be amended from time to time.

- 1.4 "License Fee" means the compensation paid under any Supplement for use of the Municipal Facilities.
- 1.5 "Make-Ready Work" means the work required on or in a Municipal Facility to create space for the Equipment, and/or replacing and/or reinforcing the existing Municipal Facility to accommodate Equipment including, but not limited to, rearrangement or transfer of existing Equipment and the facilities of other entities, and Municipal Facility relocation and replacement if applicable.
- 1.6 "Municipal Facilities" means Licensor-owned structures, objects, and equipment in the ROW, including, but not limited to, street lights, traffic control structures, banners, street furniture, bus stops, billboards, or other poles, lighting fixtures, or electroliers located within the ROW, and may refer to such facilities in the singular or plural, as appropriate to the context in which used. The term includes Replacement Facilities referred to in Section 4.1.3.
- 1.7 "Person" means and includes any individual, partnership of any kind, corporation, limited liability company, association, joint venture, or other organization, however formed, as well as trustees, heirs, executors, administrators, or assigns, or any combination of such persons.
- 1.8 "Right(s)-of-Way" or "ROW" means the same meaning as in City Code Section 870-18, but shall also include any portion of any road or public way which the City has the responsibility to maintain or manage
- 1.9 "Services" means the transmission and reception of communications signals for the provision of personal wireless services, telecommunications services and mobile data services as defined in federal law, but specifically excluding cable services as defined in 47 U.S. Code § 522.
- 1.10 "Supplement" shall mean each separate authorization, granted by Licensor to Licensee with regard to a specific Equipment installation, the form of which is attached hereto as Exhibit A, each and every of which shall be subject to the terms and conditions of this Agreement.
- 1.11 "Transfer" means any transaction in which the rights and/or obligations held by Licensee under this Agreement or a Supplement are transferred, directly or indirectly, in whole or in part to a party other than Licensee.

2. TERM; SUPPLEMENT TERM.

2.1 Term. The initial term of this Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Effective Date and ending on the tenth anniversary thereof, unless sooner terminated as stated herein. Provided that Licensee is not in default of the Agreement or any Supplement following written notice and the expiration of any applicable cure period, this Agreement shall not renew if either party gives the other party written notice of the intent not to seek a renewal of this Agreement at least ninety days (90) days prior to the expiration of the Initial 10 year Term which shall be collectively referred to herein as the "Term." Any holding over after the termination or expiration of the Term shall constitute a default by Licensee, notwithstanding that Licensor may elect to accept one or more payments of fees from Licensee after such default occurs.

- 2.2 Supplement Term. Unless otherwise specified in a Supplement, the initial term for each particular Supplement shall begin on its effective date ("Supplement Effective Date") and shall end upon the expiration of the Term, unless such individual Supplement is terminated, as provided for herein (the "Supplement Term"). All of the provisions of this Agreement shall be in effect during the Supplement Term. The expiration or termination of the Agreement shall immediately terminate all Supplements. Any holding over after the expiration of the Supplement Term shall constitute a default by Licensee, notwithstanding that Licensor may elect to accept one or more payments of fees from Licensee after such default occurs.
- 3. REPRESENTATION CONCERNING SERVICES; NO AUTHORIZATION TO PROVIDE OTHER SERVICES. Licensee represents, warrants, and covenants that its Equipment installed pursuant to this Agreement and each Supplement will be utilized solely for providing the Services, and Licensee is not authorized to and shall not use its Equipment installed on Municipal Facilities to offer or provide any other services not specified herein without Licensor consent. At any time that Licensee ceases to operate as a provider of Services under federal or state law, it shall provide written notice of the same to Licensor within seven (7) days of such cessation, at which time the Licensor shall have the option, in its sole discretion and upon six (6) months' written notice to Licensee, to terminate this Agreement and to require the removal of Licensee's Equipment from the ROW and from Municipal Facilities, including the cost of any site remediation, at no cost to the Licensor, without any liability to Licensee related directly or indirectly to such termination.
- 4. Scope of Agreement. Licensee may only use Municipal Facilities pursuant to an approved Supplement. Any and all rights expressly granted to Licensee under this Agreement shall be exercised at Licensee's sole cost and expense, and shall be subject to the restrictions set forth herein
- 4.1 Attachment to Municipal Facilities. Subject to the conditions herein, Licensor hereby authorizes and permits Licensee to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment on identified Municipal Facilities located in the ROW for the purpose of providing Services.
- 4.1.1 Licensee will submit to the authorized representative of the Licensor an application substantially in the form of Exhibit B ("Application") hereto including a proposed design for any proposed Equipment installations that identifies both the Equipment and the Municipal Facilities Licensee proposes to use. One Application is required per Municipal Facility.
- 4.1.2 Licensor may approve, approve with conditions, or disapprove an Application in its sole discretion; provided however, that Licensor shall not unreasonably delay its decision. Any approved Equipment shall be included as part of the applicable Supplement.
- 4.1.3 If Licensee submits an Application to use a Municipal Facility that is structurally inadequate or otherwise unsuitable to accommodate its proposed Equipment, Licensor may permit the replacement of the Municipal Facility (a "Replacement Facility") with one that is acceptable to and approved by the Licensor as part of the applicable Supplement. Any Replacement Facility shall be installed and maintained in accordance with Section 6 of this Agreement.

- 4.1.4 Unmetered electricity where possible. Licensee shall be solely responsible for obtaining and maintaining the provision of electricity to the Equipment, including, but not limited to, making payments to electric utilities. Where commercially feasible and available, Licensee shall secure unmetered electricity services.
- **4.2** Additional Authority. Nothing in this Agreement shall limit in any way Licensee's obligation to obtain any additional required regulatory approvals or permits from any City department, board, commission, or other governmental agency that has regulatory authority over the Licensee's proposed activities involving use of the Municipal Facilities in the ROW.
- No Interference. Licensee acknowledges and agrees that the primary purpose of the Municipal Facilities is to serve the Licensor and the public. In the performance and exercise of its rights and obligations under this Agreement, Licensee shall not interfere in any manner with Licensor's own services or the existence and operation of any and all public and private rights-ofway, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communication facilities owned by the Licensor, electroliers, cable television, location monitoring services, public safety and other then existing telecommunications equipment, utilities, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable laws or this Agreement. If such interference should occur, Licensee shall discontinue using the Equipment, methodology, or technology that causes the interference until such time as Licensee takes corrective measures to eliminate such interference. In the event that such interference does not cease promptly, Licensee acknowledges that continuing interference may cause irreparable injury and harm, and therefore, in addition to any other remedies, and without limitation of any other remedy. Licensor shall be entitled to seek temporary and permanent injunctions against the breach of this Subsection. Notwithstanding the foregoing, Licensor and Licensee agree to work in good faith with each other and any other affected party to resolve any interference to or by Licensee.
- 4.4 Permits; Default. In addition to any other remedies available hereunder, whenever Licensee is in default of this Agreement or an applicable Supplement, after notice and applicable cure periods, Licensor may deny further encroachment, excavation, or similar permits for work in connection with installations under this Agreement until such time as Licensee cures all of its defaults and reports such cure in writing to the Licensor.
- 4.5 Compliance with Laws. Licensee shall comply with all Laws in the exercise and performance of its rights and obligations under this Agreement.
- 4.6 Non-Exclusive Use Rights. Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to Licensee under this Agreement shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the Licensor to use, and to allow any other person or persons to use, any and all parts of the ROW or Municipal Facilities, exclusively or concurrently with any other person or persons, and (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title (collectively, "Encumbrances") which may affect the ROW or Municipal Facilities now or at any time during the term of this Agreement,

including, without limitation any Encumbrances granted, created, or allowed by the Licensor at any time.

- 5. COMPENSATION. Licensee shall be solely responsible for the payment of all fees in connection with Licensee's performance under this Agreement, including, but not limited to, those set forth below.
- 5.1 Non-Recurring Fees. The Licensor activities described in Section 5.1 are "One-Time Fees" that reimburses the City for its costs associated with reviewing and approving applications to attach Equipment on identified Municipal Facilities located in the ROW, this Agreement and Supplements to this Agreement for additional locations. The Licensor shall track its time spent reviewing the Licensee submittals for Licenses, Supplements and associated permit activities described below, and charge its hourly rate for any time spent above the amount to be recovered by any established fee. The fee amounts shall be assessed and administered consistent with standard Licensor practice and fee schedule(s) as currently adopted and subsequently amended or replaced, in a manner consistent with applicable law.
- 5.1.1 Permit Fees. Licensee shall be responsible for paying all costs associated with City review, processing and inspection as part of all permit applications filed for the installation, modification, maintenance and removal of Equipment on identified Municipal Facilities located in the ROW.
- 5.1.2 License Agreement and Supplement Fee. Licensee shall be responsible for paying all costs associated with City review and processing of this License Agreement and any Supplements thereto (or any amendment thereto) and/or the other administrative review, consultation, and inspection described in this License Agreement, including review of company submittals.

5.2 Recurring Fees.

- 5.2.1 Rent. Licensee acknowledges that the FCC has adopted a Declaratory Ruling (FCC 18-133) that relates to the rent which went into effect on January 14, 2019 but that Declaratory Ruling is currently the subject of litigation. Paragraphs 5.2.2, 5.2.3 and 5.2.4 govern the payment of rent and how it may be impacted by the Declaratory Ruling and the resolution of related litigation during the Term and any renewal terms.
- 5.2.2 During any period in which the FCC Declaratory Ruling (FCC 18-133) is in effect and during any period in which the Alternate Rent provisions in paragraph 5.2.3 are not applicable, the Licensee shall pay Rent as described in this paragraph. Licensee shall pay to the Licensor the base amount described in City Code Section 600-2(A)(ii)(1) and (2) per calendar year for each location covered by a Supplement. The base amount under all Supplements shall be subject to an annual adjustment of four percent (4%) applied on each anniversary of the Effective Date. Any new Supplements entered into during a given year shall commence at the rent, as adjusted by this Section to reflect the then-current rate. (the "Rent"). Rent for the first calendar year of a Supplement for each location shall be pro-rated based on the number of days covered from the Supplement Effective Date to the next anniversary of the Effective Date of the

Agreement. There shall be no refunds of Rent paid due to the termination or expiration of the License for any reason.

- 5.2.3 Alternate Rent. In the event the relevant provisions of the FCC Declaratory Ruling cease to be effective, (for example, because they are stayed after having gone into effect, or they are vacated or invalidated and have not been replaced by the FCC with an alternative provision setting a specific amount as Rent), the Licensee shall automatically and immediately be obligated to pay Alternate Rent as described in this paragraph and paragraph 5.2.3, if applicable. For each location covered by a Supplement, Licensee shall pay to the Licensor alternate rent in the base amount of two thousand dollars (\$2,000) per calendar year. The base amount under all Supplements shall be subject to an annual adjustment of four percent (4%) applied on each anniversary of the Effective Date. ("Alternate Rent"). Alternate Rent for the first calendar year of a Supplement for each individual location shall be pro-rated based on the number of days covered from the Supplement Effective Date to the next anniversary of the Effective Date of the Agreement. There shall be no refunds of Alternate Rent paid due to the termination or expiration of the License for any reason.
- 5.2.4 The Licensor agrees that irrespective of whether the relevant provisions of the FCC Declaratory Ruling (FCC 18-133) cease to be effective, no Alternate Rent shall be due for any periods during which the relevant provisions of the FCC Declaratory Ruling were in effect. However, if Licensee has paid Rent pursuant to the provisions of Section 5.2.2 above for a calendar year, and the relevant provisions of the FCC Declaratory Ruling subsequently cease to be effective during the same calendar year, the Licensee shall pay the difference between the Rent and the Alternate Rent for the period from the date the relevant provisions of the FCC Declaratory Ruling ceased to be effective, until the next anniversary of Effective Date of the Agreement ("Rent Adjustment"). Such Rent Adjustment shall be paid to Licensor along with the next License Fee payment.
- 5.2.5 Receipt of any Rent or Alternate Rent by the Licensor, with knowledge of any breach of this License by Licensee, or of any default on the part of Licensee in the observance or performance of any of the conditions or covenants of this License, shall not be deemed a waiver of any provision of this License.

5.3 Payment.

Supplement within forty-five (45) days of the Supplement Effective Date (as defined therein). The amount of the first payment of the License Fee for any Supplement shall be prorated to cover the period from the Supplement Effective Date of the applicable Supplement to the next anniversary of the Effective Date of this Agreement. Thereafter, the License Fee shall be paid in advance for each Municipal Facility used on or before each anniversary of the Effective Date. Acceptance by Licensor of any payment of the License Fee shall not be deemed a waiver by Licensor of any breach of this Agreement occurring prior thereto, nor will the acceptance by Licensor of any such payment preclude Licensor from later establishing that a greater amount was actually due or from collecting any balance that is due. As a prerequisite to the payment of License Fee, Licensor hereby agrees to provide to Licensee certain documentation (the "License Documentation") evidencing Licensor's interest in, and right to receive payments under, this Agreement, including

without limitation: (i) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Licensee, for any party to whom License Fee payments are to be made pursuant to this Agreement; and (ii) other documentation requested by Licensee in Licensee's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from Licensee, Licensor agrees to provide updated License Documentation in a form reasonably acceptable to Licensee.

- 5.3.2 The License Fee shall be paid by check made payable to the City and mailed or delivered to the Department, at the address provided for in Section 10 below. The place and time of payment may be changed at any time by Licensor upon thirty (30) days' written notice to Licensee. Mailed payments shall be deemed paid upon the date such payment is officially postmarked by the United States Postal Service. If postmarks are illegible to read, the payment shall be deemed paid upon actual receipt. Licensee assumes all risk of loss and responsibility for late payment charges if payments are made by mail. Notwithstanding the foregoing, upon agreement of the parties, Licensee may pay the License Fee by electronic funds transfer, and if agreed, the Licensor will provide to Licensee bank routing information for such purpose upon request of Licensee.
- 5.4 Delinquent Payment. An eight percent (8%) late fee shall be added to the License Fee if not received by Licensor within 15 calendar days after the due date. In addition, all unpaid fees shall accrue interest on the amount due at the rate of ten percent (10%) until paid in full. All late fees and interest payments shall be treated as part of, and subject to the same terms as, the License Fee under this Agreement.
- 5.5 Additional Remedies. The late fee set forth in Section 5.4 above is not exclusive, and does not preclude the Licensor from pursuing any other or additional remedies in the event that payments become overdue by more than thirty 30 days.
- 6. Construction. Licensee shall comply with all applicable federal, state, and local codes related to the construction, installation, operation, maintenance, and control of Licensee's Equipment installed on Municipal Facilities. Licensee shall not attach, install, maintain, or operate any Equipment on Municipal Facilities without the prior written approval of an authorized representative of the Licensor for each location as evidenced in a signed Supplement. Licensee shall keep the Municipal Facilities free and clear from any liens arising out of any work performed, material furnished, or obligations incurred by or for Licensee.
- 6.1 Installation and Operation. [On a quarterly basis, Licensee shall promptly furnish to Licensor a current list and map that identifies the exact location of the Equipment in or on the Municipal Facility. That information must be provided in a format that is compatible with Licensor's information technology, including but not limited to ESRI compatible GIS shapefiles, which Licensor shall provide to Licensee upon request.

6.2 Design Standards.

Licensee shall design, construct, and install the Equipment and any Replacement Facility in compliance with the design standards set forth pursuant to Sections 601-11 and 601-12 of the City of Camden Municipal Code, or any applicable successor provision(s), and the City permit

- and conditions of approval. All future Supplements and modifications to existing Equipment shall be subject to then-current design standards in the City of Camden. By entering into this Agreement, Licensee agrees that the design standards required by this Section are technically feasible and reasonably directed at accomplishing the aesthetic goals of Licensor.
- 6.3 Obtaining Required Permits. Licensee acknowledges that in addition to a signed Supplement, each installation of Equipment and maintenance thereof shall also be subject to then-current City permitting requirements as set out in the City's Municipal Code. Licensee agrees to comply with the current applicable ordinances regarding such installations and maintenance as well as any future regulations that may be adopted by the City related to such installations and maintenance. Licensee shall apply for the appropriate permits and pay any standard and customary permit fees.

6.4 Relocation and Displacement of Equipment.

- **6.4.1** This Agreement creates no right for Licensee to receive any relocation assistance or payment for any reason under the Relocation Assistance Act, the Uniform Relocation Assistance Act, or under any existing or future law upon any termination of tenancy.
- 6.4.2 Licensee understands and acknowledges that Licensor may require Licensee to relocate one or more of its Equipment installations. Licensee shall at Licensor's direction and upon ninety (90) days' prior written notice to Licensee, relocate such Equipment at Licensee's sole cost and expense whenever Licensor reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, modification, completion, repair, relocation, or maintenance of a Licensor or other public agency project; (b) because the Equipment is interfering with or adversely affecting proper operation of Licensor-owned Municipal Facilities; or (c) to protect or preserve the public health or safety. including, but not limited to, the safe or efficient use of rights-of-way. In any such case, Licensor shall use reasonable efforts to afford Licensee a reasonably equivalent alternate location. If Licensee shall fail to relocate any Equipment as requested by the Licensor within the prescribed time, Licensor shall be entitled to remove or relocate the Equipment at Licensee's sole cost and expense, without further notice to Licensee. Licensee shall pay to the Licensor actual costs and expenses incurred by the Licensor in performing any removal work and any storage of Licensee's property after removal within thirty (30) days of the date of a written demand for this payment from the Licenson.
- **6.4.3** To the extent the Licensor has actual knowledge thereof, the Licensor will attempt promptly to inform Licensee of the displacement or removal of any Municipal Facility on which any Equipment is located.
- 6.5 Relocations at Licensee's Request. In the event Licensee desires to relocate any Equipment from one Municipal Facility to another, Licensee shall so advise Licensor. Licensor will use reasonable efforts to accommodate Licensee by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Agreement. Licensor may require Licensee to submit an application and/or enter into a new Supplement for the prospective relocation site. Licensee shall be liable for all costs of relocation, including any costs which Licensor may incur.

6.6 Make Ready

6.6.1 Make Ready Work and Costs.

- (a) Licensee shall bear responsibility for all Make-Ready Work. If a Person other than Licensee or Licensor would have to rearrange or adjust any of its facilities in order to accommodate new Equipment, Licensee shall be responsible, at Licensee's sole expense, to coordinate such activity. Licensee shall be responsible for directly paying such other Person for its charges for the same. If Licensee is requested by another Person, in comparable circumstances, to relocate or adjust any Equipment to accommodate that Person's facilities, subject to Licensor's written approval of such relocation, Licensee shall reasonably cooperate with such request.
- (b) Construction, installation, and operation of the Equipment shall be conditioned on the completion of all Make-Ready Work needed to establish full compliance with NESC, and with Licensor's regulatory rules and engineering standards; provided, however, that Licensee shall not be responsible for any third-party or Licensor costs necessary to correct third party or Licensor attachments that are non-compliant at the time of Licensee's Application.
- **6.6.2** <u>Notification of Completion of Installation</u>. Within twenty (20) business days of completing the installation of Equipment on each Municipal Facility, Licensee shall notify Licensor of such completion.

6.7 Replacement Facilities

6.7.1 Ownership of Replacement Facilities

Licensor shall own any approved Replacement Facility. Where needed, Licensee shall cooperate with Licensor to transfer ownership and any associated warranties of any Replacement Facility from Licensee to Licensor without charge to Licensor.

6.7.2 Replacement Facility Installation

If Licensee is performing Make-Ready Work, Licensee shall be responsible for providing and installing any approved Replacement Facility.]

6.8 Damage, Maintenance & Repair.

6.8.1 Licensee shall, at its sole cost and expense and to the satisfaction of the Licensor: (a) remove, repair, or replace any of its Equipment that is damaged or becomes detached; and/or (b) repair any damage to ROW, Municipal Facilities, or other property, whether public or private, caused by Licensee, its agents, employees, or contractors in their actions relating to attachment, operation, repair, or maintenance of Equipment. Licensee shall complete such removal, repair, or replacement within thirty (30) days' of written notice.

- 6.8.3 If Licensee does not remove, repair, replace, or otherwise remediate such damage to its Equipment, a Replacement Facility, or to the ROW, Municipal Facilities or other property as required in this Section 6.8, the Licensor shall have the option to perform or cause to be performed such removal, repair, or replacement on behalf of Licensee and shall charge Licensee for the actual costs incurred by the Licensor. If such damage causes a public health or safety emergency, as reasonably determined by Licensor, Licensor may immediately perform reasonable and necessary repair or removal work on behalf of Licensee and will notify Licensee as soon as practicable; provided, however, that such repair work shall not include any technical work on Licensee's Equipment. Licensor shall have no obligation to maintain or safeguard the Equipment.
- 6.8.4 Upon the receipt of a demand for payment by the Licensor pursuant to this Section 6.8, Licensee shall within thirty (30) days of such receipt reimburse the Licensor for such costs.
- **6.8.5** The terms of this Section 6.8 shall survive the expiration termination of this Agreement.
- 6.9 Change in Equipment. If Licensee desires to install Equipment which is different in any material way from the then-existing and approved Equipment, then Licensee shall first obtain the written approval for the use and installation of such Equipment from an authorized representative of the Licensor. Any such approval shall take the form of an amendment to the applicable Supplement. In addition to any other submittal requirements, and if requested by Licensor, Licensee shall provide "load" (structural) calculations for all Equipment changes. In addition to the foregoing, Licensee shall comply with any other applicable City permitting or approval process for the Equipment change.
- 6.10 Unauthorized Equipment. If Licensor discovers any Equipment has been installed on Municipal Facilities without authorization pursuant to a Supplement, Licensor may send an invoice to Licensee for a sum equal to five (5) times the then-current License Fee as compensation for the unauthorized attachments, and, within sixty (60) days from the date of such invoice, Licensee shall (i) pay the invoiced amount to Licensor and submit an Application for the unauthorized Equipment, or (ii) produce documentation showing Licensor's prior approval of the Equipment identified in the invoice. If, in accordance with this Section, Licensee fails to pay all fees and submit the Application or submit documentation satisfactorily showing Licensor's prior approval within sixty (60) days of Licensor's invoice, Licensor may remove the unauthorized Equipment at Licensee's expense. If Licensor removes such unauthorized Equipment, such Equipment shall become the property of Licensor, who shall have sole rights over such Equipment's disposition. Licensor's removal of unauthorized Equipment shall not release Licensee from its obligation to pay those invoiced fees accruing pursuant to this Section.

6.11 Termination of a Supplement.

- 6.11.1 Licensee shall have the right to terminate any Supplement on thirty (30) days' notice to Licensor. In the event of such termination, removal of Equipment associated with the terminated Supplement shall be governed by Section 6.12 below and Licensor shall retain any License Fee paid, without refund or setoff.
- 6.11.2 Licensor shall have the right to terminate any Supplement in any of the following circumstances: if Licensor determines the covered Equipment has been inoperative, or abandoned, for sixty (60) consecutive days; if Licensee's operation under a particular Supplement is deemed by Licensor to endanger or pose a threat to the public health, safety, or welfare or interfere with the normal day-to-day operation of any Licensor department or service; or Licensor is mandated by law, a court order or decision, or the federal, state, or local government to take certain actions that will cause or require the removal of an Equipment. Licensor shall provide written notice to Licensee regarding its intent to terminate the applicable Supplement pursuant to this Section, after which Licensee shall have thirty (30) days to cure. If Licensee does not cure within thirty (30) days following notice, Licensor may then terminate the applicable Supplement upon written notice to Licensee.
- Removal of Equipment. Within thirty (30) days after the expiration or earlier 6.12 termination of a Supplement, Licensee shall promptly, safely, and carefully remove the Equipment covered by the terminated or expired Supplement from the applicable Municipal Facility and ROW. Within thirty (30) days after the expiration or earlier termination of this Agreement, Licensee shall promptly, safely, and carefully remove all Equipment from all applicable Municipal Facilities and ROW. If Licensee fails to complete removal work pursuant to this Section, then the Licensor, upon written notice to Licensee, shall have the right at the Licensor's sole election, but not the obligation, to perform this removal work and charge Licensee for the actual costs and expenses, including, without limitation, reasonable administrative costs. Licensee shall pay to the Licensor actual costs and expenses incurred by the Licensor in performing any removal work and any storage of Licensee's property after removal within thirty (30) days of the date of a written demand for this payment from the Licensor. After the Licensor receives the reimbursement payment from Licensee for the removal work performed by the Licensor, the Licensor shall promptly make available to Licensee the property belonging to Licensee and removed by the Licensor pursuant to this Section at no additional liability to the Licensor. If the Licensor does not receive reimbursement payment from Licensee within such thirty (30) days, or if Licensor does not elect to remove such items at the Licensor's cost after Licensee's failure to so remove pursuant to this Section, or if Licensee does not remove Licensee's property within thirty (30) days of such property having been made available by the Licensor after Licensee's payment of removal reimbursement as described above, any items of Licensee's property remaining on or about the ROW, Municipal Facilities, or stored by the Licensor after the Licensor's removal thereof may, at the Licensor's option, be deemed abandoned and the Licensor may dispose of such property in any manner by allowed for by Law. Alternatively, the Licensor may elect to take title to the abandoned property, and Licensee shall submit to the Licensor an instrument satisfactory to the Licensor transferring to the Licensor the ownership of such property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.
- 6.13 Risk of Loss. Licensee acknowledges and agrees that Licensee, subject to the terms of this Agreement, bears all risks of loss, damage, relocation, or replacement of its Equipment and materials installed in the ROW or on Municipal Facilities pursuant to this Agreement from any

cause, and Licensor shall not be liable for any cost of replacement or of repair to damaged Equipment, including, without limitation, damage caused by the Licensor's removal of the Equipment, except to the extent that such loss or damage was caused by the willful misconduct or gross negligence of the Licensor, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors, subject to the limitation of liability provided in Section 7.3 below.

- 6.14 <u>Hazardous Substances</u>. Licensee agrees that Licensee, its contractors, subcontractors, and agents, will not use, generate, store, produce, transport, or dispose any Hazardous Substance on, under, about or within the area of a ROW or Municipal Facility in violation of any Law. Except to the extent of the gross negligence or intentional misconduct of Licensor, Licensee will pay, indemnify, defend, and hold Licensor harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by Licensee pursuant to this Agreement. Licensee will ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services.
- 6.15 Inspection. Licensor may conduct inspections of Equipment on Municipal Facilities. Except in circumstances where Licensor has special reason to be concerned about potential violations or in case of an emergency, Licensor will give Licensee thirty (30) days' prior written notice of such inspections, and Licensee shall have the right to be present at and observe any such inspections. Licensee shall pay Licensor for its reasonable costs for safety inspections performed for the purpose of determining if a safety violation of which Licensor has provided notice to Licensee has been corrected by Licensee.

6.16 Access.

Licensee provides notice before access allowed:

Prior to	Licensee accessing its Equipment for non-emergency purposes, Licensee shall provide
email no	tice, at least twenty-four (24) hours in advance, to the Licensor at the following email
address:	In the event of an emergency at any time, Licensee will, if time
permits,	attempt to provide prior telephonic notice to the Licensor at the following telephone
number:	

INDEMNIFICATION AND WAIVER. Licensee agrees to indemnify, defend, protect, and hold harmless the Licensor, its council members, officers, employees, agents and contractors from and against any and all claims, demands, losses, including pole warranty invalidation, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") to the extent arising from, resulting from, or caused by Licensee's activities undertaken pursuant to this Agreement, including, without limitation, the construction, design, use, or operation of the Equipment or provision of the Services, except to the extent arising from or caused by the gross negligence or willful misconduct of the Licensor, its council members, officers, employees, agents, or contractors.

- 6.17 Waiver of Claims. Licensee waives any and all claims, demands, causes of action, and rights it may assert against the Licensor on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Services as a result of any event or occurrence which is beyond the control of the Licensor.
- 6.18 Waiver of Subrogation. Licensee hereby waives and releases any and all rights of action for negligence against Licensor which may hereafter arise on account of damage to Equipment, Municipal Facilities, or to the ROW, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Licensee. This waiver and release shall apply between the parties and shall also apply to any claims under or through either party as a result of any asserted right of subrogation. All such policies of insurance obtained by Licensee concerning the Municipal Facilities, Equipment, or the ROW shall waive the insurer's right of subrogation against the Licensor.
- 6.19 Limitation on Consequential Damages. Neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- 7. **PERFORMANCE BOND.** In order to secure the performance of its obligations under this Agreement, Licensee will provide the following security instrument to the Licensor:

7.1 Performance Bond.

Prior to the commencement of any work under this Agreement or any applicable Supplement, Licensee must provide a performance bond running to the Licensor in the sum of 100 % (One-hundred percent) of cost for each Supplement or such other amount as the parties mutually agree to and memorialize in the applicable Supplement.

The performance bond is conditioned upon the faithful performance by Licensee of all the terms and conditions of this Agreement and upon the further condition that, if Licensee fails to comply with any terms or conditions governing this Agreement, there shall be recoverable jointly and severally from the principal and surety of the bond any damage or loss suffered by the Licensor as a result, including, without limitation, the full amount of any compensation, indemnification, or costs of removal or abandonment of Licensee's property, plus costs and reasonable attorneys' fees up to the full amount of the performance bond. Licensee shall keep the performance bond in place during the term of this Agreement.

7.2 Assessment of the Bond. The performance bond may be assessed by the Licensor for any failure by Licensee to pay Licensor an amount owed under this Agreement, including, but not limited to:

- (a) Reimbursement of costs borne by the Licensor to correct violations of the Agreement not corrected by Licensee, after Licensor provides notice and a reasonable opportunity to cure such violations. This shall include, without limitation, removal of Equipment.
- (b) Providing monetary remedies or satisfying damages assessed against Licensee due to a material breach of this Agreement.
- 7.3 Restoration of the Bond. Licensee must deposit a sum of money or a replacement instrument sufficient to restore the performance bond to its original amount within thirty (30) days after written notice from the Licensor that any amount has been recovered from the performance bond. Failure to restore the bond to its full amount within thirty (30) days will constitute a material breach of this Agreement. Licensee will be relieved of the foregoing requirement to replenish the bond during the pendency of an appeal from the Licensor's decision to draw on the performance bond.
- 7.4 Required Endorsement. The performance bond is subject to the approval of the Licensor and must contain the following endorsement:

"This bond may not be canceled until sixty (60) days after receipt by the Licensor, by registered mail, return receipt requested, of a written notice of intent to cancel or not to renew."

- 7.5 Reservation of Licensor Rights. The rights reserved by Licensor with respect to the performance bond are in addition to all other rights and remedies Licensor may have under this Agreement or any other Law.
- 7.6 Admitted Surety Insurer. The surety supplying the bond shall be an "admitted surety insurer", as defined in the Camden City Municipal Code and authorized to do business in the State of New Jersey.
- 7.7 Cash Deposit. In lieu of obtaining a performance bond, Licensee shall have the right to instead deposit a cash deposit with Licensor securing Licensee's obligations under this Agreement.
- 8. INSURANCE. Licensee shall obtain and maintain at all times during the Term (a) Commercial General Liability insurance with a limit of five million dollars (\$5,000,000) per occurrence for bodily injury and property damage and general aggregate including premises-operations, contractual liability, personal injury, and products completed operations; (b) Commercial Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a limit of one million dollars (\$1,000,000) each accident for bodily injury and property damage; and (c) Environmental Liability Insurance with a limit of one million dollars (\$1,000,000) per each occurrence, including coverage for sudden and accidental pollution arising out of handling hazardous materials or wastes, non-hazardous materials or waste, that, when released into the environment, violate Law. The required insurance policies shall name the Licensor, its elected/appointed officials, commission members, officers, representatives, agents, and employees as additional insured as respects any covered liability arising out of Licensee's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Upon receipt of notice from its insurer, Licensee shall use

its best efforts to provide the Licensor with thirty (30) days prior written notice of cancellation. Licensee shall be responsible for notifying the Licensor of such change or cancellation. Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements. If Licensee fails, for any reason, to obtain or maintain insurance coverage required by this Agreement or fails to furnish certificates of insurance as detailed in Section 9.1, such failure shall be deemed a material breach of this Agreement, giving Licensor, in its discretion, the option to terminate this Agreement and obtain damages therefor.

- 8.1 Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Agreement, Licensee shall file with the Licensor the required certificate(s) of insurance with blanket additional insured endorsements, which shall state the following:
- (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;
- (b) that Licensee's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the Licensor may possess, including any self-insured retentions the Licensor may have; and any other insurance the Licensor does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
- (c) that Licensee's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the Licensor.

The certificate(s) of insurance with endorsements and notices shall be mailed to the Licensor at the address specified in Section 10 below.

- 8.2 Workers' Compensation Insurance. Licensee shall obtain and maintain at all times during the term of this Agreement statutory workers' compensation and employer's liability insurance in an amount not less than statutory limits and shall furnish the Licensor with a certificate showing proof of such coverage.
- 8.3 Insurer Criteria. Any insurance provider of Licensee shall be admitted and authorized to do business in the State of New Jersey and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A" Overall and a Financial Size Category of "VII."
- 8.4 Severability of Interest. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

9. NOTICES.

9.1 Method and Delivery of Notices. All notices pursuant to this Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; or (b) by means of prepaid overnight delivery service, addressed as follows:

If to the Licensor:

[INSERT ADDRESS] Ain: ______ Email:

If to Licensee:

[Licensee ADDRESS]

9.2 Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three days after deposit in the mail, or the next business day in the case of overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth in this Section.

10. DEFAULT; CURE; REMEDIES.

- 10.1 Licensee Default and Notification. This Agreement is granted upon each and every condition herein, and each of the conditions is a material and essential condition to the granting of this Agreement. Except for causes beyond the reasonable control of Licensee, if Licensee fails to comply with any of the conditions and obligations imposed hereunder, and if such failure continues for more than thirty (30) days after written demand from the Licensor to commence the correction of such noncompliance on the part of Licensee, the Licensor shall have the right to revoke and terminate this Agreement by written notice to Licensee, if such failure is in relation to the Agreement as whole, or any individual Supplement, if such failure is in connection solely with such Supplement, in addition to any other rights or remedies set forth in this Agreement or provided by law.
- 10.2 Cure Period. If the nature of the violation is such that it cannot be fully cured within thirty (30) days due to circumstances not under Licensee's control, the period of time in which Licensee must cure the violation shall be extended for such additional time reasonably necessary to complete the cure, provided that: (a) Licensee has promptly begun to cure; (b) Licensee is diligently pursuing its efforts to cure; and (c) Licensee provides a timeline to complete its cure efforts and responds within twenty-four (24) hours of any status request by Licensor. Licensor may not maintain any action or effect any remedies for default against Licensee, unless and until Licensee has failed to cure the breach within the time periods provided in these Sections 11.1 and 11.2.
- 10.3 Licensor Default. If Licensor breaches any covenant or obligation of Licensor under this Agreement in any manner, and if Licensor fails to commence to cure such breach within thirty (30) days after receiving written notice from Licensee specifying the violation (or if Licensor fails thereafter to diligently prosecute the cure to completion), then Licensee may enforce any and all of its rights and/or remedies provided under this Agreement or by Law.
- 11. ASSIGNMENT AND CUSTOMER EQUIPMENT. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties.
- 11.1 Licensee shall not assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the prior written consent of the Licensor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon thirty (30) days'

prior written notice, Licensee may assign or transfer the rights and privileges granted herein to any parent or subsidiary of Licensee, to an entity with or into which Licensee may merge or consolidate, to an entity which Licensee is controlled by, or is under common control of a party; or in connection with the sale or other transfer of such entity or to any purchaser of all or substantially all of Licensee's assets in the FCC market area where the Equipment is located with prior notice to Licensor but without the requirement for Licensor approval, provided that the successor is bound by all the terms and conditions of this Agreement and provides written confirmation to Licensor that it is then fully liable to the Licensor for compliance with all terms and conditions of this Agreement. The Licensee shall reimburse the Licensor for all direct and indirect costs and expenses reasonably incurred by the Licensor in considering a request to transfer or assign this Agreement

11.2 Licensee need not own all components of Equipment subject to this Agreement, and may permit its customers to maintain ownership of Equipment components. However, (1) all Equipment must be wholly under the control and management of Licensee; and Licensee shall be liable for all acts or omissions, and all harms associated with the Equipment whether the same are its acts or omissions, or the acts or omissions of the owner of the Equipment; and (2) Licensee acknowledges and agrees that no rights of ownership in Equipment by Licensee's customers shall permit any such customer to enter upon, or the any portion of the Municipal Facilities or the Equipment, in any other manner or at any other place, including to add to, or modify or install Equipment, which shall be Licensee's sole responsibility. Further, Licensee may not install Equipment it does not own on Municipal Facilities, unless the entity on whose behalf the Equipment has been installed acknowledges and agrees, in a form acceptable to the Licensor, that the Licensor has not granted it a consent to be in the ROW for any purpose; that it is bound by Licensee's representations, obligations and duties hereunder; that it shall have no rights or claims against the Licensor of any sort related to the Equipment or Municipal Facilities; that its Equipment may be subject to taxes, fees or assessments as provided in the Laws or the Agreement, and that Licensor may treat any Equipment owned by such entity as if it were owned by Licensee for all purposes (including, but not limited to, removal and relocation); and the Equipment may only be used for the purposes and uses permitted herein. Such acknowledgement may be provided for all Equipment on Municipal Facilities, and need not be provided separately, site by site.

12. RECORDS; AUDITS.

- 12.1 Records Required by Code. Licensee will maintain complete records pursuant to all applicable Laws.
- 12.2 Additional Records. The Licensor may require such additional reasonable non-confidential information, records, and documents from Licensee from time to time as are appropriate in order to reasonably monitor compliance with the terms of this Agreement.
- 12.3 Production of Records. Licensee shall provide such records within twenty (20) business days of a request by the Licensor for production of the same, unless additional time is reasonably needed by Licensee, in which case, Licensee shall have such reasonable time as needed for the production of the same. If any person other than Licensee maintains records on Licensee's

behalf, Licensee shall be responsible for making such records available to the Licensor for auditing purposes pursuant to this Section.

- 12.4 Public Records. Licensee acknowledges that information submitted to Licensor may be open to public inspection and copying under the Law.
- 13. MISCELLANEOUS PROVISIONS. The provisions that follow shall apply generally to the obligations of the parties under this Agreement.
- 13.1 Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.
- 13.2 Severability of Provisions. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. Each party hereby declares that it would have entered into this Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.
- 13.3 Contacting Licensee. Licensee shall be available to the staff employees of any Licensor department having jurisdiction over Licensee's activities twenty-four (24) hours a day, seven days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The Licensor may contact by telephone the Licensee's network control center operator at telephone number
- 13.4 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of New Jersey, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Camden County, New Jersey.
- 13.5 Change Of Law. During the Initial Term, in the event that any legislative or regulatory action ("New Law") affects the rights or obligations of the Parties or any term of the Agreement, the Parties agree that the Agreement shall nonetheless remain in effect until the end of the Initial Term unless mutually agreed to in writing by the Parties.
- 13.6 Force Majeure. Except for payment of amounts due, neither Party shall have any liability for its delays or its failure of performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes reasonably beyond its control, whether or not similar to the foregoing.
- 13.7 Attorneys' Fees. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

- 13.8 "AS IS" condition of Municipal Facilities. Municipal Facilities licensed to Licensee pursuant to this Agreement are licensed to and accepted by Licensee "as is" and with all faults. The Licensor makes no representation or warranty of any kind as to the present or future condition of or suitability of the Municipal Facilities for Licensee's use and disclaims any and all warranties express or implied with respect to the physical, structural, or environmental condition of the Municipal Facilities and their merchantability or fitness for a particular purpose. Licensee is solely responsible for investigation and determination of the condition and suitability of any Municipal Facility for Licensee's intended use.
- 13.9 Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the party's respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in Section 4.2 above. This Agreement shall not be revocable or terminable except as expressly permitted herein.
- 13.10 Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.
- 13.11 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.
- 13.12 Non-Exclusive Remedies. No provision in this Agreement made for the purpose of securing enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, but the remedies herein provided are deemed to be cumulative.
- 13.13 No Third-Party Beneficiaries. It is not intended by any of the provisions of this Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the Licensor with respect to third parties shall remain as imposed by state law.
- 13.14 Construction of Agreement. The terms and provisions of this Agreement shall not be construed strictly in favor of or against either party, regardless of which party drafted any of its provisions. This Agreement shall be construed in accordance with the fair meaning of its terms.
- 13.15 Effect of Acceptance. Licensee (a) accepts and agrees to comply with this Agreement and all Laws; (b) agrees that this Agreement was entered into pursuant to processes and procedures consistent with Law; and (c) agrees that it will not raise any claim to the contrary or allege in any claim or proceeding against the Licensor that at the time of acceptance of this Agreement any provision, condition or term of this Agreement was unreasonable or arbitrary, or

that at the time of the acceptance of this Agreement any such provision, condition or term was void or unlawful or that the Licensor had no power or authority to make or enforce any such provision, condition, or term.

- 13.16 Time is of the Essence. Time is of the essence with regard to the performance of all of Licensee's obligations under this Agreement.
- 13.17 Taxes. Licensee shall be responsible for payment of all fees and taxes charged in connection with the right, title, and interest in and construction, installation, maintenance, and operation of Equipment for the purposes set forth herein.
 - 13.18 Tax Notice. [INSERT ANY APPLICABLE TAX NOTICE REQUIREMENTS]
- 13.19 Counterparts. This Agreement (and any Supplement) may be executed in multiple counterparts, including by electronic means, each of which shall be deemed an original, and all such counterparts once assembled together shall constituted one integrated instrument.

[signature page to follow]

SIGNATURE PAGE TO MUNICIPAL FACILITY LICENSE AGREEMENT

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be legally executed as of the Effective Date.

	Licensor:
	CITY OF CAMDEN
ATTEST:	By: Name: Title:
, Clerk APPROVED AS TO FORM CITY ATTORNEY'S OFFICE	
BY:City Attorney	Licensee:
Exhibits:	By:Name;Title:
Exhibit A – Supplement Exhibit B – Application Exhibit C – Design Standards	

EXHIBIT A

FORM OF SUPPLEMENT

SUPPLEMENT

This Supplement ("Supplement"), is approved by Licensor this day of,
20 (the date executed by all parties, referred herein as "Supplement Effective Date").
1. <u>Supplement</u> . Licensee has submitted an application for approval to use a Municipal Facility pursuant to that certain Municipal Facility License Agreement between Licenson, and Licensee,, dated, 20 ("Agreement"). Licenson
has reviewed the Application to Use Municipal Facility and grants approval subject to the terms of this Supplement. All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification, or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise
indicated herein. IF THE SUPPLEMENT IS NOT COUNTER-SIGNED BY LICENSEE AND RETURNED TO LICENSOR WITHIN 30 DAYS AFTER LICENSOR HAS GRANTED APPROVAL, THE SUPPLEMENT SHALL BE VOID AND OF NO LEGAL EFFECT. IF LICENSEE STILL WANTS TO USE THE MUNICIPAL FACILITY, LICENSEE WILL BE REQUIRED TO SUBMIT A NEW APPLICATION AND ASSOCIATED FEES.
2. <u>Licensed Area Description and Location</u> . Licensee shall have the right to use the space on the specific Municipal Facility (the "Licensed Area") depicted in Attachment 1 attached hereto to install Equipment as further listed in Attachment 2 attached hereto.
3. Equipment. The Equipment to be installed at the Licensed Area is described in Attachment 2 and depicted in Attachment 1.
4. <u>Term.</u> The term of this Supplement shall commence on the Supplement Effective Date and continue for in the Term of the Agreement.
5. <u>License Fee</u> . The initial License Fee for this Supplement shall be as follows per year: License Fee is subject to annual increase and is payable in
accordance with Section 5 of the Agreement.
6. <u>Performance Bond</u> . The amount of the Performance Bond shall be
7. <u>Miscellaneous</u> .
[signature page follows]

IN WITNESS THEREOF, the parties hereto have caused this Supplement to be legally executed in duplicate, effective upon execution by both parties.

	Licensor:
	CITY OF CAMDEN
	By:
	Name:
	11tte:
	Date:
	Licensee:
Accepted:	
	Ву:
	Name:
	Title:
	Date:
Attachments:	
Attachment 1 - Licensed Area	
Attachment 2 - Fquinment List and Descri	ntion

Attachment 2 – Equipment List and Description

Attachment 1

Licensed Area

[site plan showing licensed area of applicable Municipal Facility and showing proposed Equipment installation]

Attachment 2

Equipment List and Description

EXHIBIT B

APPLICATION TO USE MUNICIPAL FACILITY

Applicant:	
Licensee:	Application/License#:

Type of A Type o	Alteration Required	Small Cell Equipment Heights (provide both (1)) the overall height of pole structure with added facilities; and (2) the height of individual facilities)	Small Cell and Base [34] Equipment Weights	Small Cell And Base Equipment Dimensions	Location of Any. Additional Equipment
[street light] [traffic light] [other, specify]	[Pole Reinforceme nt] [Pole Replacemen t] [None]		The second of th		[Installed on Pole, specify attachment height, weight and dimensions] [Installed on/in Ground (Vault), specific dimensions] [Other Location] [Not Applicable/Needed]

APPLICANT SHALL PROVIDE THE FOLLOWING AS APPLICABLE:

- Site plan and engineering design and specifications for installation of Equipment, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, backhaul solution, electrical distribution panel, electric meter, and electrical conduit and cabling. Where applicable, the design documents should include specifications on design, pole modification, and ADA compliance. Also indicate whether [inmetered electricity] is available at the site.
- Include a load bearing study that determines whether the pole requires reinforcement or replacement in order to accommodate attachment of proposed Equipment.
- If the proposed installation will require reinforcement or replacement of an existing pole, provide applicable design and specification drawings.
- The number, size, type, and proximity to the facilities of all communications conduit(s) and cables to be installed.
- Description of the utility services required to support the facilities to be installed.
- List of the contractors and subcontractors, and their contact information, authorized to work on the project.

•	A check for			for the Ap	plication Fee.	
APPL	ICANT RE	PRESENTA	TIVE:			

PRINT NAME:		
TITLE:		
TELEPHONE:	FMAII.	

EXHIBIT C DESIGN STANDARDS

CITY COUNCIL REQUEST FORM

Council Mastines Manch

TO:

Jason J. Asuncion, Esq., Business Administrator

FROM:

Michelle Banks-Spearman, City Attorney

Department Making Request: Office of the City Attorney

TITLE OF RESOLUTION:

RESOLUTION APPROVING WIRELESS FACILITIES MASTER LICENSE AGREEMENT **TEMPLATE**

BRIEF DESCRIPTION OF ACTION:

On December 8, 2020, City Council adopted Ordinance MC-5313, entitled in part, "WIRELESS FACILITIES IN THE PUBLIC RIGHT OF WAY", which regulates the installation of wireless facilities in the City's public right of way. Ordinance MC-5313, provides that in order for a telecommunications company to install a wireless facility on City-owned property, the telecommunications company must enter into a Master License Agreement with the City. The attached Master License Agreement Template was drafted by the City's Law Department, the City's Administration Working Group and expert outside legal counsel to comply with applicable Federal regulations and MC-5313. The Law Department is asking City Council to approve the attached Master License Agreement Template as the form of agreement to be used with Telecommunication Companies seeking to install wireless facilities on City-owned vertical structures located in the City's Right of Way. This Master License Agreement shall also apply to any City owned pole or vertical structure that a Telecommunication Company replaces in the course of business. The Mayor or his designee is hereby authorized to execute Master License Agreements approved by the Director of Planning and Development and the Law Department, which are in substantially the same form as the approved Master License Agreement Template without separate approval by City Council.

AMOUNT OF PROPOSED CONTRACT: Varies

necessary copies for Council Meeting.

Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable) For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Con Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Req Form "I", "Best Price Insurance Contracting" Model Ordinance			
Approved by City Attorney:	<u>Date</u>	Signature	
Please note that the Contact Person is the point person	on for providing pertinent informatio	n regarding request.	
If request is a walk-on, the Contact Person will be re-	sponsible for picking up the Council r	equest(s) from the City Attorney's Office to make	

Approved b	y Grants Management:		
Approved b □ CAF -Cert	y Finance Director: ifications of Availability of Funds	(If applicable)	<u></u>
Approved b	y Business Administrator:		
	(Name) Please Print	(Extension #)	
Prepared By:	Edward L. Trueblood, Asst. City Attorney	X7170	
Contact Perso	n: <u>Michelle Banks-Spearman, City Attorney</u>	X7170	

MBS:dh 05-18-21

RESOLUTION AWARDING A CONTRACT FOR PROFESSIONAL SERVICES TO DECOTTIS, FITZPATRICK, COLE & GIBLIN LLP

WHEREAS, there exists a need to acquire special counsel to bond related and public finance matters to the City of Camden for a period of one (1) year; and

WHEREAS, pursuant to a Request for Proposal, a proposal was submitted by DeCotiis, Fitzpatrick, Cole & Giblin LLP, 500 Frank W. Burr Blvd, Teaneck, NJ 07666 for an amount not to exceed SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) for a period of one (1) year; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the temporary budget of the City of Carnden under line item(s) "1-01-450-906", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the proper officers of the City of Camden are hereby authorized to execute a contract with DeCotiis, Fitzpatrick, Cole & Giblin LLP, 500 Frank W Burr Blvd, Teaneck, NJ 07666 for an amount not to exceed SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) for a period of one (1) year to perform bond related and public finance matters in the City of Camden, according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB -23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: May 18, 2021

The above has been reviewed and approved as to form.

MICHELLE BANKS-SPEARMAN

City Attorney

CURTIS JENKINS President, City Council

ATTEST:

LUIS PASTORIZA Municipal Clerk

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

DECOTIIS, FITZPATRICK COLE AND GIBLIN

THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

TEMPORARY BUDGET APPROPRIATION: 1-01-450-906

AMOUNT: \$75,000.00

ADOPTED BUDGET APPROPRIATION:

AMOUNT

APPROPRIATION RESERVE:

AMOUNT:

DEDICATED BY RIDER:

AMOUNT:

RESERVE FOR STATE AND FEDERAL GRANT

AMOUNT \$

CAPITAL ORDINANCE:

AMOUNT:

TRUST ACCOUNT:

AMOUNT:

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCAIL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$75,000..00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AWARDING A CONTRACT FOR ONE YEAR TO DECOTIIS, FITZPATRICK, COLE AND GIBLIN, LLP GLENPOINTE CENTRE WEST, 500 FRANK W. BURR BOOLEVARD, STE #31, TEANECK, NJ 07666.

Johanna S. Conyer

Director of Finance

CITY COUNCIL REQUEST FORM

	Council Meeting Date: MAY 2021
TO: Jason J. Asuncion, Esq., Business Adminis	strator
FROM: L. Chandler, Purchasing Agent	
Department Making Request: Admin/	Purchasing Bureau for Finance Department
TITLE OF RESOLUTION/ORDINANCE: Reso DeCotiis, FitzPatrick, Cole & Giblin, LLP, Glenpoi Boolevard, Ste #31, Teaneck, NJ 07666.	lution awarding a contract for one (1) year to nte Centre West, 500 Frank W. Burr
BRIEF DESCRIPTION: The City requires a law bonds and other public finance matters. The Di \$75,000.00 to Decotiis, FItizPatrick, Cole & Gibli	rector of Finance is requesting a contract for
BIDDING PROCESS : RFP #21-04 opened on <i>Procurement Process</i> : Bid#, RFP#, State Contra	March 4, 2021 – Received two (2) proposals ect#, Non-Fair & Open, EUS:
APPROPRIATION ACCOUNT(S): 1-01450-90	06
AMOUNT: \$75,000.00 Waiver Request Form Attached for State DCA, For Example: Form "A" - Request for approval of Employees Re Contract Request, Form "E" - Creation/Extension of Services, Form "I", "Best Price Insurance Contracting" Model Ord	equiring Advice and Consent of Governing Body, Form "D" - Orn "G" - Grant Approval, Form "H" - Bond Ordinance or Contract
Approved by Relevant Director: Approved by Grants Management:	Signature / C
Approved by Finance Director: 5/5/CAF -Certifications of Availability of Funds	21 Lablah (
	6.4 Same
Received by City Attorney:	121 Myralle Barbon
(Name) Please Print Prepared By: L. CHANDLER Contact Person:	(Extension #) X 7475

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

CAMDEN CITY

520 MARKET STREET P O BOX 95120 CAMDEN, NJ 08101-5120 TEL (856)757-7000

	·
SHIP FO	OFFICE OF THE FINANCE DIRECTOR DEPARTMENT OF FINANCE ROOM 213, CITY HALL CAMDEN, NJ 08101-5120
>ENDOR	VENDOR #: DEC01 DECOTIIS, FITZPATRICK & COLE 61 SOUTH PARAMUS ROAD SUITE 250 PARAMUS, NJ 07652-1236

	REQUISITION	
NO.	c2100645	

ORDER DATE: 05
DELIVERY DATE:

05/05/21

STATE CONTRACT: F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CONTRACT FOR LEGAL SERVICES BOND COUNSEL SERVICES FOR THE C ITY OF CAMDEN (RFP#19-22)	1-01450-906	75,000.0000	75,000.00
	NTE: \$75,000.00		TOTAL	75,000.00
	,			
				,
				. `

Approved S/s/z/

Department Head

Date

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this

bureauvor office.

Receiver of Goods

Date

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

STATE OF NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF LOCAL GOVERNMENT SERVICES CONTRACT REQUEST FORM

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

PROFESSIONAL SERVICE

CITY OF CAMDEN

Municipality

Professional Service or EUS

Business Administrator/Manager Signature

Type	
Name of Vendor	DECOTIIS, FITZPATRICK, COLE & GIBLIN, LLP, GLENPOINTE
Purpose or Need for service:	BOND COUNSEL FOR PURCHASE OF BONDS AND OTHER PUBLIC FINANCE MATTERS
Contract Award Amount	\$75,000.00
Term of Contract	12 MONTHS
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	NO
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	RFP #21-04
Were other proposals received? If so, please attach the names and amounts for each proposal received?	YES – WLENTZ, GOLDMAN, SPITZER
list of all bidders and the bid amoun	emoranda or evaluation forms used to evaluate the vendors and a ts associated with each bidder. I, please have the appropriate personnel sign the certification on
page 2.	71 II Transport
Mayor's Signature*	Date

Date 5 - 6-21

^{*}For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

The Financial Officer affirms that there is adequate funding available for this personnel action. 1-01450-906
I certify that the vendor selected is in compliance with the adopted Pay to Play Ordinance and that the vendor was notified of any restrictions with respect to campaign contributions. Date 5/5/2021 Certifying Officer
For LGS use only: () Approved () Denied
Date
Director or Designee,
Division of Local Government Services
Number Assigned



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

DECOTIIS, FITZPATRICK, COLE & GIBLIN, LLP

Trade Name:

Address:

61 SOUTH PARAMUS RD STE.250

PARAMUS, NJ 07652

Certificate Number:

0960036

Effective Date:

April 05, 1995

Date of Issuance:

April 12, 2021

For Office Use Only:

20210412140813615



ORIGINAL

NEW JERSEY NEW YORK 61 SOUTH PARAMUS ROAD PARAMUS, NEW JERSEY 07652 FRANCIS J. BORIN, ESQ. FBORIN@DECOTIISLAW.COM 201,907,5207

TELEPHONE: (201) 928-1100 TELEFAX: (201) 928-0588 WWW.DECOTIISLAW.COM

March 4, 2021

Original (unbound) and Three Copies

City of Camden
520 Market Street
City Hall, Room 105
Camden, New Jersey 086101
ATTN: Lateefah Chandler, Purchasing Agent

Re: Request for Proposal for Legal Services - Bond Counsel

RFP #21-04

Dear Ms. Chandler:

Thank you for the opportunity to submit our response to the City of Camden's (the "City") Request for Proposal for Legal Services-Bond Counsel ("RFP"). This response to the City's RFP is intended to provide the City with a summary of our experience and is an expression of our interest in being re-appointed to serve as Bond Counsel to the City of Camden.

DeCotiis, FitzPatrick, Cole & Giblin, LLP ("DeCotiis") is a full service, general practice law firm with approximately sixty attorneys working from our Paramus, New Jersey office. Each of our attorneys is licensed to practice law in the State of New Jersey and all are in good standing in that State. The depth of the experience of the attorneys at the firm advising public sector clients on a wide-range of legal matters sets us apart from most law firms in the State of New Jersey. In addition to a very active Public Finance Practice Group, DeCotiis offers a spectrum of legal services to its clients, including the following areas of practice: banking, bankruptcy, cannabis law, commercial real estate, construction law, corporate law, environmental law, government and regulatory affairs, green practice, healthcare law, insurance, labor and employment, litigation, mergers and acquisitions, municipal law, public procurement, public utilities, redevelopment, sports and entertainment, tax, trusts and estates, white collar and corporate investigations. Our firm has represented entities at every level of government, including municipalities, counties, municipal and county authorities, regional authorities, state agencies and authorities and the State of New Jersey itself.

While the firm is divided into practice groups, DeCotiis' attorneys are best viewed as a team of dedicated professionals who work together to provide prompt, efficient and effective legal services of the highest quality. Our attorneys get results and offer straightforward solutions to our clients based on their experience, expertise and astuteness, which has been acknowledged by Martindale-Hubbell, the premiere legal directory and attorney peer-rating service, which named DeCotiis to its lists of the "Top Ranked Law Firms" in the United States.

In addition to our traditional municipal bond counsel practice, our public finance attorneys have assisted public and private clients in a diverse array of related areas such as privatization of public systems and facilities; dissolution of local authorities; New Jersey Infrastructure Bank (formerly known as the New Jersey Environmental Infrastructure Trust) and Rural Development (formerly known as USDA) financings; drafting and lobbying relating to new bond financing legislation; preparation of redevelopment plans and negotiations of property tax abatements and exemptions; maintenance of tax-exempt status in connection with changes in use; and the negotiation of various contracts related to bond issues.

In our opinion, there is no other law firm in the State that can provide the depth of experience, diversity of practice and knowledge of the affairs of New Jersey public entities. At DeCotiis, providing skilled representation to public entities will always be a central commitment of our firm as we approach each project from our client's perspective and apply our experience to obtain the best possible results. Our attorneys have the talent, experience and diversity to handle virtually any legal issue the City may encounter, while providing the City with the attention, personalized service and commitment it deserves.

Sincerely yours,

DeCOTIIS, FITZPATRICK, COLE & GIBLIN, LLP

Francis J. Borin, Partner

William R. Mayer, Esq.

cc:

F. Advance of payment.

If selected for this engagement, we will gladly negotiate terms regarding costs in connection with the legal services provided by the Firm.

G. Vendor certification.

If selected for this engagement, we confirm that we will provide all vendor certifications required by Public Law 2005, Chapters 51 and 271.

COST PROPOSAL

We propose the following fee structure for bond counsel services; we will, however, be more than willing to tailor a fee structure that meets the City's needs:

- A. For services rendered or in connection with each bond sale, a fee of \$3,500.00 plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than one (1) series of bonds issued, there will be a charge of \$1,000 for each additional series.
- B. For services rendered in connection with the preparation or review of each ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of \$500.00 for each single purpose ordinance and \$675.00 for each multipurpose ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, or if a multipurpose ordinance includes more than four (4) separate purposes, there will be additional fees to be charged at the hourly rates reflected in paragraph (D).
- C. The fee for any temporary financing, including, but not limited to bond anticipation notes, tax anticipation notes, special emergency notes and emergency notes, shall be billed at the hourly rates reflected in paragraph (D), with a minimum fee of: \$.50 per thousand dollars of notes issued up to \$15,000,000 and \$.40 per thousand dollars of notes issued in excess of \$15,000,000, plus, if more than one (1) series of notes are issued, \$500 for each additional series.
- D. Services rendered beyond the scope of those described above will be billed at the hourly rates set forth below:

Name	Hourly Rate
William R. Mayer, Esq.	\$250.00
Cheryl J. Oberdorf, Esq.	\$250.00
Matthew C. Karrenberg, Esq.	\$250.00
Paralegal/Legal Assistant	\$120.00

Such services may include attendance at meetings, participation in extensive conference calls, preparation or review of a Preliminary Official Statement and Official Statement, attention to any litigation that may occur, arbitrage and tax analysis, review of applications for investments of bond or note proceeds in State and Local Government Series federal obligations,

services in connection with bond insurance, a letter of credit or other credit enhancement or in connection with the sale of minibonds or any other matters as directed by the City. If the bond sale involves the sale of obligations to the United States Department of Agriculture, Rural Development, or an application to the Local Finance Board, such services will be billed at the hourly rates set forth above, with a minimum fee of \$1,500.00, and if the bond or note sale involves participation in a New Jersey Infrastructure Bank (formerly known as New Jersey Environmental Infrastructure Trust) financing, such services will be billed at the hourly rates set forth above, with a minimum fee of \$2,500.00.

- E. In the event of a refunding bond issue providing for an escrow agreement to provide for the payment of a prior issue of bonds, there will be an additional fee of \$5,000.00 for a single refunded bond issue and \$2,500 for each additional refunded issue in addition to the fees described herein.
- F. In the event of services rendered to the City the cost of which is reimbursed by a private entity, such as in connection with redevelopment projects, services shall be billed at the hourly rates for attorneys and for paralegals as established by Bond Counsel from time to time for its private clients.
- G. In the event a bond or note sale is held but all bids are rejected or the sale is cancelled, or this agreement is terminated prior to the sale of bonds or notes, the fee to be charged shall be based on the hourly rates referred to herein.
- H. Customary disbursements for postage, telephone, document production and reproduction, travel and out-of-pocket expenses shall be added to the fees referred to above.

REQUIRED FORMS

Pursuant to the RFP, attached under <u>Exhibit E</u>, please find the following forms: (1) Proposal Checklist; (2) Business Registration Certificate; (3) W-9 (4) Statement of Ownership Disclosure; (5) Non-Collusion Affidavit; (6) Acknowledgement of Receipt; (7) Mandatory Equal Employment Opportunity Language; (8) Affirmative Action Compliance Notice; (9) Certificate of Employee Information Report; (10) Americans with Disabilities Act of 1990; (11) New Jersey Anti-Discrimination Provisions; (12) Equal Employment Opportunity Questionnaire; (13) State of New Jersey Debarred List and Ethics Complaint Affidavit; (14) Disclosure of Investment Activities in Iran; (15) Acknowledgement; and (16) Business Entity Contribution Statement.

BUREAU OF PURCHASING CITY HALL - ROOM 213 P.O. BOX 95120 CAMDEN, NEW JERSEY 08010-5120 856-784-3037 856-541-9668 (FAX)

RFP RESULTS

RFP #21-04

RFP NAME: SPECIAL COUNSEL - BOND COUNSEL

RFP DUE: THURSDAY, MARCH 11, 2021 @ 11:00 A.M

VENDOR
WILENTZ, GOLDMAN & SPITZER
WOODBRIDGE, NJ
DECOTIIS, FITZPATRICK, COLE & GIBLIN LLP
PARAMUS, NJ

Results are for information purpose <u>only</u>. Proposals are still being reviewed. rp

CITY OF CAMDEN REQUEST FOR PROPOSAL

The City of Camden's Finance Department, intends to acquire the service for the following:

RFP #21-04

LEGAL SERVICES - BOND COUNSEL

The Purchasing Agent is hereby authorized to receive Proposals on Thursday, March 11, 2021 at 11:00 a.m. in the City Council Chambers, Second Floor, City Hall, Sixth and Market Streets, Camden, New Jersey, at which time and place proposal(s) will be opened and read publicly.

GUIDELINES may be obtained by contacting the Office of the Purchasing Agent at purchasingfax @ci.camden.nj.us

At the time of published advertisement, City Hall and City Offices are closed to the public. Consequently, the 11:00 a.m. March 11, 2021 RFP opening is available remotely at the following Zoom Video Communication link (or phone number), meeting ID and Password:

Time: March 11, 2021 11:00 AM Eastern Time (US and Canada)

Link: https://zoom.us/i/99339683 153?pwd=Tk9rMDFkc1BmdEx6V W01cjA5OGdXQT09

Meeting ID: 993 3968 3153

Passcode: 065961

Phone Number: 1(646) 876-9923

The City encourages prospective proposers to deliver their RFP before the designated date and time of the opening via certified mail or overnight delivery carrier. If hand-delivered, there is a grey parcel box for drop-offs accessible from the front entrance of City Hall, 520 Market Street, Camden, NJ 08102. Box is available during normal business hours. RFPs may not be emailed, faxed or transmitted over the telephone.

The submitting person/agency must be qualified and experienced to conduct the services in the Proposal. Those not providing written proof of required qualifications and experience will be disqualified.

If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

This proposal is being solicited through a fair and open process in accordance with the N.J.S.A. 19:44a-20.5 et seq.

The City will not accept Proposals received after the time specified for submission. Any Proposals received after the hour appointed, the City will deem invalid and return unopened to the sender.

Sealed RFPs intended for the Purchasing Agent prior to the designated time of public opening should be delivered to the Office of the Municipal Clerk, City Hall, Room 105, Camden, New Jersey 08101.

Any questions concerning this Request for Proposal, please contact the City of Camden Purchasing Bureau at (856) 757-7159 or, preferably, fax questions to (856) 541-9668

Lateefah Chandler Purchasing Agent

February 8, 2021 : (\$59.28)

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RESOLUTION #4

Resolution to award a negotiated contract to (TBD) for labor, materials, etc. needed to complete access road for the Fleet Maintenance Garage located at 443 Kaighn Avenue, Camden, NJ 08103 (by title)

RESOLUTION

NOT available at time of print on Friday, May 14, 2021.

R-4

WALK ON

CITY OF CAMDEN CITY COUNCIL REQUEST FORM

	Сот	ıncil Meeting Date: May 2021
TO: Jason J. Asuncion, Esq., Business	Administrat	or
FROM: L. Chandler, Purchasing Ag	ent	
DEPARTMENT MAKING REQUEST:	Administrat	on/Purchasing Bureau
TITLE OF RESOLUTION/ORDINANC	E: Resolution	on to award a negotiated contract to [TBD]
-	•	naterials, etc. needed to complete access 3 Kaighn Avenue, Camden, NJ 08103 as per
BIDDING PROCESS : Publicly bid the a on both occasions. Per N.J.S.A. 40A 11-5	, ,	ct (Bid #21-01) twice and received no bids n contract may then be negotiated.
APPROPRIATION ACCOUNT: 1-01661	-901	
AMOUNT: \$TBD	\	
	mployees Requirin Form "G" - Gran	S Approval - (If applicable) g Advice and Consent of Governing Body, Form "D" - Contract t Approval, Form "H" - Bond Ordinance or Contract Request,
Approved by Relevant Director:	<u>Date</u>	<u>Signature</u>
Approved by Grants Management: Approved by Finance Director:		(If applicable)
CAF -Certifications of Availability of Funds Approved by Purchasing Agent:	5/10/202	1 Halfal C.
Approved by Business Administrator:		
Received by City Attorney:		
(Name) Please Print Prepared By: L. CHANDLER Contact Person:		(Extension #) X7475

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

MBS:dh 05-18-21

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CAMDEN AND KRIEGMAN & SMITH #CHC058

WHEREAS, the City of Camden has a Section 8 Rent Subsidy Program; and

WHEREAS, the Department of Planning and Development has requested that City Council authorize the City to enter into an agreement with KRIEGMAN & SMITH ("Landford") in connection with the Section 8 Rent Subsidy Program; and

WHEREAS, the agreement shall be a subsidy in the amount of \$923.00 per month for twelve (12) months from February 1, 2021 to January 31, 2022 for the total amount of ELEVEN THOUSAND SEVENTY-SIX DOLLARS (\$11,076.00) for tenant #CHC058; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the state and federal grant budget of the City of Camden under line item "G-HP-019-026" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, the City Council of the City of Camden hereby authorizes this agreement with KRIEGMAN & SMITH in the amount of \$923.00 per month for a term of twelve (12) months from February 1, 2021 to January 31, 2022 for the total amount of ELEVEN THOUSAND SEVENTY-SIX DOLLARS (\$11,076.00) for tenant #CHC058.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: May 18, 2021

The above has been reviewed and approved as to form.

MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS President, City Council

ATTEST:

LUIS PASTORIZA Municipal Clerk

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: KRIEGMAN AND SMITH

THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

TEMPORARY BUDGET APPROPRIATION:

AMOUNT:

ADOPTED BUDGET APPROPRIATION:

AMOUNT

APPROPRIATION RESERVE:

AMOUNT:

DEDICATED BY RIDER:

AMOUNT:

RESERVE FOR STATE AND FEDERAL GRANT G-HP-019-026

AMOUNT \$11,076.00

CAPITAL ORDINANCE:

AMOUNT:

TRUST ACCOUNT:

AMOUNT:

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCAIL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$11,076.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CAMDEN AND KRIEGMAN AND SMITH, THIS AGREEMENT WILL PROVIDE RENTAL SUBSIDY FOR 12 MONTHS @ \$923.00 PER MONTH FROM FEBRUARY 1, 2021 THROUGH JANUARY 31, 2022.

Jeah Toylor Johanna S. Conver

Director of Finance
Date: (A/20/2012)

Walk-M

CITY COUNCIL REQUEST FORM

Council Meeting Date:

TO:

Jason J. Asuncion, Esq., Business Administrator

FROM:

Dr. Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: Planning & Development

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CAMDEN AND KRIEGMAN & SMITH. THIS AGREEMENT WILL PROVIDE A RENTAL SUBSIDY FOR 12 MONTHS @ \$923.00 PER MONTH FROM FEBRUARY 1, 2021 — JANUARY 31, 2022.

BRIEF DESCRIPTION: THIS RESOLUTION WILL DEFINE THE TERMS AND CONDITIONS FOR TENANT **#CHC058** UNDER THE CITY'S SECTION 8 PROGRAM.

BIDDING PROCESS:

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

APPROPRIATION ACCOUNT(S): (If applicable)

-G-HP-020-026 G-HP- - OI9-026 sp

Signatu

AMOUNT: (If applicable)

\$11,076.00

NA

Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or
Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

Approved by Relevant Director:

Approved by Grants Management:

Approved by Finance Director:

CAF –Certifications of Availability of Funds

Approved by Purchasing Agent:

Approved by Business Administrator:

Received by City Attorney:

4/24/2021

Date

1120/200

4/29/2621

4.30.21

21 Kalu

Microse Barde

(Name) Please Print

(Extension #)

Prepared By: Contact Person: Tina Piliro

Tina Piliro

x7323 X7323

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

CAMDEN CITY

52C MARKET STREET P O BOX 95120 CAMDEN, NJ 08101 TEL (856)757-7000



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-5120 0	* Di	111	1Carc

SHIP	CAMDEN DIVISION OF HSNG SVCS ROOM 218-A CITY HALL CAMDEN, NJ 08101
ó	
> M Z D O R	vendor #: KRIO4 KRIEGMAN & SMITH 101 EISENHOWER PARKWAY ROSELAND, NJ 07068

'	IDIS ACTIVIDADE 3 C.//		
J	IDIS ACTIVITY IS THE MALE		1
NO.	C2100046	•]

ORDER DATE:

01/15/21

DELIVERY DATE: STATE CONTRACT: F.O.B. TERMS:

(TY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PROVIDE RENTAL SUBSIDY FOR A 12 MONTH PERIOD @ \$923.00 PER MONTH FOR SECTION 8 TENANT #CHC058.	G-HP019-026	11,076.0000	11,076.00
	TERM OF CONTRACT: 2/1/2021 - 1/31/2022			
	AMOUNT NOT TO EXCEED: 11,076.00			
	NOTE: THIS REQUISITION IS NECESSARY TO AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF CAMDEN & KRIEGMAN & SMITH, INC.			
			TOTAL	11,076.00
Tabo	1) () XIIII ()	\.		

Approved:

Department Head

Date

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this

bureau or office.

Receiver of Goods

Date

CAMDEN CITY Budget Detail Inquiry

Page No: 1

Account No: G-HP- -019-026

Description: CAMDEN MSA HOUSING VOUCHER PROGRAM

Type: Sub Account

Po Transactions: Summarized

Starting Date: 01/15/21 Ending Date: 01/15/21 Po Transactions: Summ Note: Requisitions charged to Existing Blanket PO's or Contracts do not affect balance.

* Transaction is included in Previous and/or Opening Balance ** Transaction is not included in Balance En = PO Line Item First Encumbrance Date

BC = Blanket Control

BS = Blanket

BS = Blanket Sub

Date	Description	Trans Amount	Balance	
	OPENING BALANCE		49,531.71	-
01/15/2	21 RQ C2100046 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn KRI04 KRIEGMAN & SMITH	11,076.00-	38,455.71	

CAMDEN CITY Detail Budget Account Status

Range of Accounts: G-HP- -020-026 to G-HP- -020-026 Include Cap Accounts: Yes As of: 01/15/21

Current Period: 0	1/01/21 to 01/15/21		•		Activity: Yes	A3 077 01/13/21
Account No	Description	on Adopted Expended YTD Expended Curr	Amended Encumber YTD	Transfers Reimbrsd YTD Reimbrsd Curr	Modified Canceled Pd/Chrgd YTD	Balance YTD %Used Unexpended
<u>б</u> -нр020-026	CAMDEN MS,	A HOUSING VOUCHER F 1,057,534.82 0.00 0.00	PROGRAM 0.00 0.00	0.00 0.00 0.00	1,057,534.82 0.00 0.00	1,057,534.82 0 1,057,534.82
Control: NOC	Total	1,057,534.82 0.00 0.00	0.00	0.00 0.00 0.00	1,057,534.82 0.00 0.00	1,057,534.82 0 1,057,534.82
Fund: HP	Budgeted Total	1,057,534.82 0.00 0.00	0.00 0.00	0.00 0.00 0.00	1,057,534.82 0.00 0.00	1,057,534.82 0 1,057,534.82
Fund: HP	Non-Budgeted Total	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0
Fund: HP	Total	1,057,534.82 0.00 0.00	0.00	0.00 0.00 0.00	1,057,534.82 0.00 0.00	1,057,534.82 0 1,057,534.82
Final Budgeted		1,057,534.82 0.00 0.00	0.00	0.00 0.00 0.00	1,057,534.82 0.00 0.00	1,057,534.82 0 1,057,534.82
Final Non-Budgeted		0.00 0.00 0.00	0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0 0.00
Final Total		1,057,534.82 0.00 0.00	0.00	0.00 0.00 0.00	1,057,534.82 0.00 0.00	1,057,534.82 0 1,057,534.82

Initial Report ____ Revised Report ____ Closing Report

Bureau of Grants Management Grant Summary Form

Grant Status Code: G (green - g; yellow - y; red - r)

Department:	De	velopm	ent & Plannino	g - Housing Services		
Grant Administrator:	Tina !	Piliro		Gr	ant Administrator #: 757-	7323
Grant/Project Nam	e:		Camden V	oucher Program		
Grant #:						•
City Contract Date:						
Application Resolu	tion #:			Appropriation Code :	G-HP-020-026	
Funding Source:			Housing E	ntitlement Funding 2020		
Pass Through:	Υ	N	Source:	Entitlement Fun	ding	
Amount of Grant:	•		\$11,076.00)		
Local Match:	Υ	N	Cash:		In- Kind:	
Budget Insertion Resolution # & Dat	e:			Accepting Grant Resolution # MC:		
•	e:			· •		

Summary:

Term of Grant:

Date of Analysis:

4/22/2021: The Department of Planning & Development - Division of Housing Services is submitting a requisition to provide a 12 month rental subsidy in the amount of \$11,076.00 for tenant #chc058.

Location of Activity:

Reviewed By:

TRI-COUNTY

Time Lines:

12 months

Problematic Areas/Recommendations:

MBS:dh 05-18-21

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CAMDEN AND GATEHOUSE & COOPERSTOWN APTS. #CHB005

WHEREAS, the City of Camden has a Section 8 Rent Subsidy Program; and

WHEREAS, the Department of Planning and Development has requested that City Council authorize the City to enter into an agreement with GATEHOUSE & COOPERSTOWN APTS. ("Landlord") in connection with the Section 8 Rent Subsidy Program; and

WHEREAS, the agreement shall be a subsidy in the amount of \$685.00 per month for twelve (12) months from May 1, 2021 to April 30, 2022 for the total amount of EIGHT THOUSAND TWO HUNDRED TWENTY DOLLARS (\$8,220.00) for tenant #CHB005; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the state and federal grant budget of the City of Camden under line item "G-HP-020-026" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, the City Council of the City of Camden hereby authorizes this agreement with GATEHOUSE & COOPERSTOWN APTS. in the amount of \$685.00 per month for a term of twelve (12) months from May 1, 2021 to April 30, 2022 for the total amount of EIGHT THOUSAND TWO HUNDRED TWENTY DOLLARS (\$8,220.00) for tenant #CHB005.

BE IT FURTHER RESOLVED, that pursuant to <u>N.J.S.A.</u> 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: May 18, 2021

LUIS PASTORIZA Municipal Clerk

The above has been reviewed and approved as to form.

Michelle Banks-spearman
City Attorney**

CURTIS JENKINS
President, City Council

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: GATEHOUSE AND COOPERSTOWN APTS

THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

TEMPORARY BUDGET APPROPRIATION:

AMOUNT:

ADOPTED BUDGET APPROPRIATION:

AMOUNT

APPROPRIATION RESERVE:

AMOUNT:

DEDICATED BY RIDER:

AMOUNT:

RESERVE FOR STATE AND FEDERAL GRANT G-HP-020-026

AMOUNT \$8,220.00

CAPITAL ORDINANCE:

AMOUNT:

TRUST ACCOUNT:

AMOUNT:

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCAIL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$8,220.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CAMDEN AND GATEHOUSE AND COOPERSTOWN APTS. THIS AGREEMENT WILL PROVIDE A RENTAL SUBSIDY FOR 12 MONTH @ \$685.00 PER MONTH FROM MAY 1, 2021 – APRIL 30,2022.

Ilah Thu Johanna S. Conyer

Director of Finançe

Date: 04/29/2021

Walk-ov

CITY COUNCIL REQUEST FORM

Council Meeting Date:

TO:

Jason J. Asuncion, Esq., Business Administrator

FROM:

Dr. Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: Planning & Development

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CAMDEN AND GATEHOUSE & COOPERSTOWN APTS. THIS AGREEMENT WILL PROVIDE A RENTAL SUBSIDY FOR 12 MONTHS @ \$685.00 PER MONTH FROM MAY 1, 2021 – APRIL 30, 2022.

BRIEF DESCRIPTION: THIS RESOLUTION WILL DEFINE THE TERMS AND CONDITIONS FOR TENANT #CHB005 UNDER THE CITY'S SECTION 8 PROGRAM.

BIDDING PROCESS:

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

APPROPRIATION ACCOUNT(S): (If applicable)

G-HP-020-026

AMOUNT: (If applicable)

NA

\$8,220.00

Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)
For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or

Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

Approved by Relevant Director:

Approved by Grants Management:

Approved by Finance Director:

CAF - Certifications of Availability of Funds

Approved by Purchasing Agent:

Approved by Business Administrator:

Received by City Attorney:

(Name) Please Print

(Extension #)

Prepared By:

Tina Piliro

<u>x7323</u> X7323

Contact Person:

Tina Piliro

1,000

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

CAMDEN CITY

520 MARKET STREET P O BOX 95120 CAMDEN, NJ 08101-5120 TEL (856)757-7000

IDIS ACTIVITY#: 3967

	REQUISITION	
NO.	C2100596	•

CAMDEN DIVISION OF HSNG SVCS
ROOM 218-A CITY HALL
P CAMDEN, NJ 08101

T O

VENDOR #: GAT05

GATEHOUSE & COOPERSTOWN APTS
P.O. BOX 745
SUMMIT,, NJ 07902
R

ORDER DATE: 04/21/21
DELIVERY DATE:
STATE CONTRACT:

F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PROVIDE RENTAL SUBSIDY FOR A 12 MONTH PERIOD \$685 PER MONTH FOR SECTION 8 TENANT #CHBOO5.	G-HP020-026	8,220.0000	8,220.00
	TERM OF CONTRACT: 5/1/2021 - 4/30/2022			
	AMOUNT NOT TO EXCEED: \$8,220.00			•
	NOTE: THIS REQUISITION IS NECESSARY TO AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF CAMDEN & GATEHOUSE & COOPERSTOWN APTS.			·
			TOTAL	8,220.00
	·			
		·	·	
Book		v.		

Approved:

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this

bureau or office.

Department Head

Date

Receiver of Goods

Date

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

Page No: 1

Account No: G-HP- -020-026

Description: CAMDEN MSA HOUSING VOUCHER PROGRAM

Type: Sub Account

Po Transactions: Summarized

Starting Date: 04/21/21 Ending Date: 04/21/21 Po Transactions: Summ Note: Requisitions charged to Existing Blanket PO's or Contracts do not affect balance.

* Transaction is included in Previous and/or Opening Balance ** Transaction is not included in Balance

En = PO Line Item First Encumbrance Date

BC = Blanket Control BS = Blanket Sub

Date	Description		Trans Amount	Balance	
	OPENING BALANCE		797,779.11		
04/21/2	21 RQ C2100596 1 PROVIDE RENTAL SUBSIDY FOR A Vn GATO5 GATEHOUSE & COOPERSTOWN APTS	Open	8,220.00-	789,559.11	

Range of Accounts: Current Period:	G-HP020-026 1 04/01/21 to 04/22/21	to G-HP020-02	26		Accounts: Yes Activity: Yes	As Of: 04/22/21	_
Account No	Description	Adopted Expended YTD Expended Curr	Amended Encumber YTD	Transfers Reimbrsd YTD Reimbrsd Curr	Modified Canceled Pd/Chrgd YTD	Balance YTD %Used Unexpended	=
G-HP+020-026	CAMDEN MSA H	OUSING VOUCHER F 1,057,534.82 33,384.55 19,509.62	PROGRAM 0.00 72,729.16	0.00 0.00 0.00	1,057,534.82 0.00 106,113.71	951,421.11 10 1,024,150.27)
Control NOC	Total States	1,057,534.82 33,384.55 19,509.62	72,729.16	0.00 0.00 0.00	1,057,534.82 0.00 106,113.71	951,421.11 10 1,024,150.27	
Fund: HP	Budgeted Total	1,057,534.82 33,384.55 19,509.62	0.00 72,729.16	0.00 0.00 0.00	1,057,534.82 0.00 106,113.71	951,421.11 10 1,024,150.27)
	Non-Budgeted Total	0.00 0.00 0.00	0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0 0.00)
Eund: HP	Total *	1,057,534.82 33,384.55 19,509.62	0.00 72,729.16	0.00 0.00 0.00	1,057,534.82 0.00 106,113.71	951,421.11 10 1,024,150.27)
Final Budgeted		1,057,534.82 33,384.55 19,509.62	0.00 72,729.16	0.00 0.00 0.00	1,057,534.82 0.00 106,113.71	951,421.11 10 1,024,150.27)
Final Non-Budgeted		0.00 0.00 0.00	0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0 0.00)
Final Tota		1,057,534.82 33,384.55 19,509.62	0.00 72,729.16	0.00 0.00 0.00	1,057,534.82 0.00 106,113.71	951,421,11 10 1,024,150.27) :-

MBS:dh 05-18-21

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CAMDEN AND CAPITAL SYSTEMS PROPERTY MANAGEMENT #CHC001

WHEREAS, the City of Camden has a Section 8 Rent Subsidy Program; and

WHEREAS, the Department of Planning and Development has requested that City Council authorize the City to enter into an agreement with CAPITAL SYSTEMS PROPERTY MANAGEMENT ("Landlord") in connection with the Section 8 Rent Subsidy Program; and

WHEREAS, the agreement shall be a subsidy in the amount of \$642.00 per month for twelve (12) months from July 1, 2021 to June 30, 2022 for the total amount of SEVEN THOUSAND SEVEN HUNDRED FOUR DOLLARS (\$7,704.00) for tenant #CHC001; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the state and federal grant budget of the City of Carnden under line item "G-HP-020-026" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, the City Council of the City of Camden hereby authorizes this agreement with CAPITAL SYSTEMS PROPERTY MANAGEMENT for a term of twelve (12) months from July 1, 2021 to June 30, 2022 for the total amount of SEVEN THOUSAND SEVEN HUNDRED FOUR DOLLARS (\$7,704.00) for tenant #CHC001.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: May 18, 2021

The above has been reviewed and approved as to form.

Michelle Banks-SPEARMAN

City Attorney

CURTIS JENKINS President, City Council

ATTEST:

LUIS PASTORIZA Municipal Clerk

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: CAPITAL SYSTEMS PROPERTY MANAGEMENT

THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

TEMPORARY BUDGET APPROPRIATION:

AMOUNT:

ADOPTED BUDGET APPROPRIATION:

AMOUNT

APPROPRIATION RESERVE:

AMOUNT:

DEDICATED BY RIDER:

AMOUNT:

RESERVE FOR STATE AND FEDERAL GRANT GHP 020-026

AMOUNT \$7,704.00

CAPITAL ORDINANCE:

AMOUNT:

TRUST ACCOUNT:

AMOUNT:

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$7,704.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION TO PROVIDE RENTAL SUBSIDY FOR A 12 MONTH PERIOD @\$642.00 PER MONTH FROM SECTION 8 TENANT #CHC001. TERM OF CONTRACT 7/1/2021 THROUGH 6/30/2021.

> Jeh 7a Johanna S. Conyer

Director of Finance

Date: 04/28/2021

CITY COUNCIL REQUEST FORM



	Council Meeting Date:	
ı	_	

TO:

Jason J. Asuncion, Esq., Business Administrator

FROM:

Dr. Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: Planning & Development

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CAMDEN AND CAPITAL SYSTEMS PROPERTY MANAGEMENT. THIS AGREEMENT WILL PROVIDE A RENTAL SUBSIDY FOR 12 MONTHS @ \$642.00 PER MONTH FROM July 1, 2021 – June 30, 2022.

BRIEF DESCRIPTION: THIS RESOLUTION WILL DEFINE THE TERMS AND CONDITIONS FOR TENANT **#CHC001** UNDER THE CITY'S SECTION 8 PROGRAM,

BIDDING PROCESS:

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

APPROPRIATION ACCOUNT(S): (If applicable)

G-HP-020-026

AMOUNT: (If applicable)

NA

\$7,704.00

Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D"
Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or

Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

Approved by Relevant Director:

Approved by Grants Management:

Approved by Finance Director:

CAF - Certifications of Availability of Funds

Approved by Purchasing Agent:

Approved by Business Administrator:

Received by City Attorney:

(Name) Please Print

Date

Signature

(If applicable)

(If applicable)

Applicable

(If applicable)

Applicable

(If applicable)

Applicable

(If applicable)

Applicable

(If applicable)

(If applicable)

Approved by Purchasing Agent:

(If applicable)

Approved by Purchasing Agent:

(Name) Please Print

(Extension #)

Prepared By: Contact Person: Tina Piliro
Tina Piliro

<u>x7323</u> X7323

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

CAMDEN CITY 520 MARKET STREET P O BOX 95120

CAMDEN, NJ 08101-5120 TEL (856)757-7000

S H I P	CAMDEN DIVISION OF HSNG SVCS ROOM 218-A CITY HALL CAMDEN, NJ 08101
T 0	
>ENDOR	VENDOR #: CAP25 CAPITAL SYSTEMS PROPERTY MANAG PO BOX 312 COLLINGSWOOD, NJ 08108

IDIS ACTIVITY#:

REQUISITION NO. C2100577

ORDER DATE:

04/15/21

DELIVERY DATE: STATE CONTRACT:

F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PROVIDE RENTAL SUBSIDY FOR A 12 MONTH PERIOD @ \$642.00 PER MONTH FOR SECTION 8 TENANT #CHC001.	G-HP020-026	7,704.0000	7,704.00
	TERM OF CONTRACT: 7/1/2021 - 6/30/2022			
	AMOUNT NOT TO EXCEED: \$7,704.00			
	NOTE: THIS REQUISITION IS NECESSARY TO			
	AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF CAMDEN & CAPITAL SYSTEMS PROPERTY			
	MANAGEMENT.			
CAMPEN	H : 53)	TOTAL	7,704.00
, OF (APR 23			
RO A		÷:		
ROJA NAID	1 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2			

Department Head

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this

bureau or office.

Receiver of Goods

Bureau of Grants Management Grant Summary Form

Grant Status Code: G (green - g; yellow - y; red - r)

Department: Develo	ppment & Planning - Housing Services	
Grant Administrator: Tina Piliro)	Grant Administrator #: 757-7323
Grant/Project Name:	Camden Voucher Program	
Grant #:		
City Contract Date:		
Application Resolution #:	Appropriation Code :	: G-HP-020-026

Housing Entitlement Funding 2020

Accepting Grant

Resolution # MC:

Location of Activity:

Reviewed By:

Entitlement Funding

ln-Kind:

Tri County

Summary:

Funding Source:

Pass Through:

Local Match:

Amount of Grant:

Budget Insertion

Term of Grant:

Date of Analysis:

Resolution # & Date:

Υ

Υ

Ν

N

Source:

Cash:

\$7,704.00

4/15/2021: The Department of Planning & Development - Division of Housing Services is submitting a requisition to provide a 12-month rental subsidy in the amount of \$7,704.00 for tenant #CHC001.

Time Lines:

1 Year

Problematic Areas/Recommendations:

Account No: G-HP- -020-026

Description: CAMDEN MSA HOUSING VOUCHER PROGRAM

Type: Sub Account

Po Transactions: Summarized

Starting Date: 04/15/21 Ending Date: 04/15/21 Po Transactions: Summ Note: Requisitions charged to Existing Blanket PO's or Contracts do not affect balance.

* Transaction is included in Previous and/or Opening Balance ** Transaction is not included in Balance En = PO Line Item First Encumbrance Date

BC = Blanket Control

BS = Blanket

BS = Blanket Sub

Date	Description		Trans Amount	Balance
	OPENING BALANCE			828,511.11
04/15/2	1 RQ C2100572 1 PROVIDE RENTAL SUBSIDY FOR A Vn EME14 GIBBSBORO LLC	0pen	11,580.00-	816,931.11
04/15/2	1 RQ C2100573 1 PROVIDE UTILITY ALLOWANCE FOR Vn UNK01 UNKNOWN VENDOR	0pen	168.00-	816,763.11
04/15/2	1 RQ C2100577 1 PROVIDE RENTAL SUBSIDY FOR A VN CAP25 CAPITAL SYSTEMS PROPERTY MANAG	Open	7,704.00-	809,059.11

CAMDEN CITY Detail Budget Account Status

Range of Accounts: G-H Current Period: 04,		to G-HP020-02	26		Accounts: Yes Activity: Yes	As Of: 04/15/2	1
Account No	Descriptio	n Adopted Expended YTD Expended Curr	Amended Encumber YTD	Transfers Reimbrsd YTD Reimbrsd Curr	Modified Canceled Pd/Chrgd YTD	Balance YTD %Us Unexpended	ed
G-HP- =020-026	CAMDEN MSA	HOUSING VOUCHER F	A		A control of the cont	A CONTRACTOR OF THE CONTRACTOR	
		1,057,534.82 28,104.47 14,229.54	0.00 78,009.24	0.00 0.00 0.00	1,057,534.82 0.00 106,113.71	951,421.11 1,029,430.35	10
Control: NOC	Total	1,057,534.82 28,104.47 14,229.54	78,009.24	0.00 0.00 0.00	1,057,534.82 0.00 106,113.71	951,421.11 1,029,430.35	10
Fund: HP	Budgeted Total						
- 1		1,057,534.82 28,104.47 14,229.54	0.00 78,009.24	0.00 0.00 0.00	1,057,534.82 0.00 106,113.71	951,421.11 1,029,430.35	10
Fund: HP	Non-Budgeted Total	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00	0
Fund: PP	Total	1,057,534.82 28,104.47 14,229.54	0.00 78,009.24	0.00 0.00 0.00	1,057,534.82 0.00 106,113.71	951,421.11 1,029,430.35	10
Final Budgeted		1,057,534.82 28,104.47 14,229.54	0.00 78,009.24	0.00 0.00 0.00	1,057,534.82 0.00 106,113.71	951,421.11 1,029,430.35	10
Final Non-Budgeted		0.00 0.00 0.00	0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00	0
Final Total		1,057,534.82 28,104.47 14,229.54	0.00 78,009.24	0.00 0.00 0.00	1,057,534.82 0.00 106,113.71	951,421.11 1,029,430.35	10

MBS:dh 05-18-21

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CAMDEN AND PARKVIEW AT COLLINGSWOOD URBAN RENEWAL OWNER, LLC #CHC055

WHEREAS, the City of Camden has a Section 8 Rent Subsidy Program; and

WHEREAS, the Department of Planning and Development has requested that City Council authorize the City to enter into an agreement with PARKVIEW AT COLLINGSWOOD URBAN RENEWAL OWNER, LLC ("Landlord") in connection with the Section 8 Rent Subsidy Program; and

WHEREAS, the agreement shall be a subsidy in the amount of \$797.00 per month for ten (10) months from November 1, 2020 to August 31, 2021 for the total amount of SEVEN THOUSAND NINE HUNDRED SEVENTY DOLLARS (\$7,970.00) for tenant #CHC055; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the state and federal grant budget of the City of Camden under line item "G-HP-020-026" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, the City Council of the City of Camden hereby authorizes this agreement with PARKVIEW AT COLLINGSWOOD URBAN RENEWAL OWNER, LLC for a term of ten (10) months from November 1, 2020 to August 31, 2021 for the total amount of SEVEN THOUSAND NINE HUNDRED SEVENTY DOLLARS (\$7,970.00) for tenant #CHC055.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: May 18, 2021

The above has been reviewed and approved as to form.

MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS President, City Council

ATTEST:

LUIS PASTORIZA Municipal Clerk

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: PARKVIEW AT COLLINGSWOOD URBAN RENEWAL OWNER LLC

THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

TEMPORARY BUDGET APPROPRIATION:

AMOUNT:

ADOPTED BUDGET APPROPRIATION:

AMOUNT

APPROPRIATION RESERVE:

AMOUNT:

DEDICATED BY RIDER:

AMOUNT:

RESERVE FOR STATE AND FEDERAL GRANT G-HP-020-026

AMOUNT \$7,970.00

CAPITAL ORDINANCE:

AMOUNT:

TRUST ACCOUNT:

AMOUNT:

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCAIL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$7,970.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CAMDEN AND PARKVIEW AT COLLINGSWOOD URBAN RENEWAL OWNER, LLC. THIS AGREEMENT WILL PROVIDE A RENTAL SUBSIDY FOR 10 MONTHS @ \$797.00 PER MONTH FROM NOVEMBER 1, 2020 – AUGUST 31, 2021.

Johanna S. Conyer

Director of Finance

Date:

CITY COUNCIL

	CITY COUNCIL' REQUEST FORM					
		Council Meeting Date: MAY 14 202				
TO:	Jason J. Asuncion, Esq., Busin	ess Administrator				
FROM:	Dr. Edward C. Williams, PP, AI	CP, CSI, Director				
Departm	ent Making Request: Planning 8	k Development				
THE CITY (THIS AGRE	OF CAMDEN AND PARKVIEW AT CO	OLUTION AUTHORIZING AN AGREEMENT BETWEEN PLLINGSWOOD URBAN RENEWAL OWNER, LLC. BSIDY FOR 10 MONTHS @ \$797.00 PER MONTH L.				
BRIEF DE TENANT #	SCRIPTION: THIS RESOLUTION WICHCO55 UNDER THE CITY'S SECTIO	ILL DEFINE THE TERMS AND CONDITIONS FOR N 8 PROGRAM.				
BIDDING F	PROCESS: ht Process: Bid#, RFP#, State Contract#, i	Non-Fair & Open, EUS:				
APPROPRTA	ATTON ACCOUNT(S): (If applicable)	G-HP-020-026				

APPROPRIATION ACCOUNT(S): (If applicable)

-HP-020-026

AMOUNT: (If applicable)

NA

\$7,970.00

Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable) For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H", Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

Date

Approved by Relevant Director: Approved by Grants Management: Approved by Finance Director: CAF -Certifications of Availability of Funds

Approved by Purchasing Agent:

Approved by Business Administrator:

Received by City Attorney:

Prepared By:

Contact Person:

(Extension #)

(Name) Please Print

Tina Piliro

Tina Piliro

x7323 X7323

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

CAMDEN CITY 520, MARKET STREET P O BOX 95120 CAMDEN, NJ 08101-5120 TEL (856)757-7000

IDIS ACTIVITY#: 3467

REQUISITION
NO.
C2100579

SHIP	CAMDEN DIVISION OF HSNG SVCS ROOM 218-A CITY HALL CAMDEN, NJ 08101
T 0	
VENDOR	vendor #: PAR39 PARKVIEW AT COLLINGSWOOD URBAN RENEWAL OWNER, LLC 160 CLUBHOUSE ROAD KING OF PRUSSIA, PA 19406

ORDER DATE: 04/15/21
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PROVIDE RENTAL SUBSIDY FOR A 10 MONTH PERIOD @ \$797 PER MONTH FOR SECTION 8 TENANT #CHC055.	G-HP020-026	7,970.0000	7,970.00
	TERM OF CONTRACT: 11/1/2020 - 8/31/2021	:		
	AMOUNT NOT TO EXCEED: \$7,970.00			
	NOTE: THIS REQUISITION IS NECESSARY TO AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF CAMDEN & PARKVIEW AT COLLINGSWOOD URBAN RENEWAL OWNER, LLC.			
			TOTAL	7,970.00
99 A	(HE141/2	::		

Approved:

Department Head

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

Receiver of Goods

Date

Initial Report ____ Closing Report Bureau of Grants Management Grant Summary Form

Grant Status Code: G (green - g; yellow - y; red - r)

Department:	Development & Planning - Housing Services

Grant Administrator: Tina Piliro Grant Administrator #: 757-7323

Grant/Project Name:			Camden V	oucher Program		***************************************
Grant #:						
City Contract Date:						
Application Resolution #:				Appropriation Code :	Appropriation Code : G-HP-020-026	
Funding Source:			Housing Er	Housing Entitlement Funding 2020		
Pass Through: Y N			Source:	Entitlement Funding		
Amount of Grant:		-	\$7,970.00			
Local Match:	Υ	N	Cash:		In- Kind:	
Budget Insertion Resolution # & Date	te:			Accepting Grant Resolution # MC:		
Term of Grant:			Location of Activity:	Tri Count	ту	
Date of Analysis:				Reviewed By:		

Summary:

4/15/2021: The Department of Planning & Development - Division of Housing Services is submitting a requisition to provide a 10-month rental subsidy in the amount of \$7,970.00 for tenant #CHC055.

Time Lines:

10 MONTHS

Problematic Areas/Recommendations:

Account No: G-HP- -020-026

Description: CAMDEN MSA HOUSING VOUCHER PROGRAM

Type: Sub Account

Starting Date: 04/15/21

Ending Date: 04/15/21

Po Transactions: Summarized

BS = Blanket Sub

Date	Description		Trans Amount	Balance
	OPENING BALANCE			828,511.11
04/15/2	RQ C2100572 1 PROVIDE RENTAL SUBSIDY FOR A VN EME14 GIBBSBORO LLC	Open	11,580.00-	816,931.11
04/15/21	RQ C2100573 1 PROVIDE UTILITY ALLOWANCE FOR VN UNKO1 UNKNOWN VENDOR	Open	168.00-	816,763.11
04/15/21	RQ C2100577 1 PROVIDE RENTAL SUBSIDY FOR A VN CAP25 CAPITAL SYSTEMS PROPERTY MANAG	Open	7,704.00-	809,059.11
04/15/21	RQ C2100579 1 PROVIDE RENTAL SUBSIDY FOR A VN PAR39 PARKVIEW AT COLLINGSWOOD URBAN	Ореп	7,970.00-	801,089.11

Page No: 1

Range of Accounts: G- Current Period: 04		to G-HP020-0	26	Include Cap Skip Zero	As Of: 04/15/21		
Account No	Description	Adopted Expended YTD Expended Curr	Amended Encumber YTD	Transfers Reimbrsd YTD Reimbrsd Curr	Modified Canceled Pd/Chrgd YTD	Balance YTD %Us Unexpended	sed
G-HP- =020-026	CAMDEN MSA	HOUSING VOUCHER I	PROGRAM	2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Value A Company of the Company of th		
		1,057,534.82 28,104.47 14,229.54	0.00 78,009.24	0.00 0.00 0.00	1,057,534.82 0.00 106,113.71	951,421.11 1,029,430.35	10
Control: NOC	o Total	1,057,534.82 28,104.47 14,229.54	78,009.24	0.00 0.00 0.00		951,421.11 1,029,430.35	10
Fund: HP	Budgeted Total						
Fund: HP	-	1,057,534.82 28,104.47 14,229.54	0.00 78,009.24	0.00 0.00 0.00	1,057,534.82 0.00 106,113.71	951,421.11 1,029,430.35	10
	Non-Budgeted Total	0.00 0.00 0.00	0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00	0
Fund: HP	Tota	1,057,534.82 28,104.47 14,229.54	0.00 78,009.24	0.00 0.00 0.00	1,057,534.82 0.00 106,113.71	951,421.11 1,029,430.35	10
Final Budgeted		1,057,534.82 28,104.47 14,229.54	0.00 78,009.24	0.00 0.00 0.00	1,057,534.82 0.00 106,113.71	951,421.11 1,029,430.35	10
Final Non-Budgeted		0.00 0.00 0.00	0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00	0
Final Total		1,057,534.82 28,104.47 14,229.54	78,009.24	0.00 0.00 0.00	1,057,534.82 0.00 106,113.71	951,421.11 1,029,430.35	10

MBS:dh 05-18-21

RESOLUTION IN SUPPORT OF COOPER'S FERRY PARTNERSHIP'S APPLICATION TO THE 2021 CAMDEN COUNTY OPEN SPACE TRUST FUND RECREATION FACILITY ENHANCEMENT PROGRAM IN THE AMOUNT OF \$25,000,00 FOR THE CRAMER HILL WATERFRONT PARK TRAIL PROJECT

WHEREAS, the Camden County Open Space, Farmland, Recreation, and Historic Preservation Trust Fund ("County") provides grants to municipalities and non-profit organizations for assistance with the preservation of historic properties; and

WHEREAS, the City of Camden desires to further the public interest by supporting the development of multi-purpose recreational trails and greenways in the City of Camden; and

WHEREAS, Cooper's Ferry Partnership, a non-profit development corporation in the City of Carnden, is desirous of submitting an application to the 2021 Camden County Open Space, Farmland, Recreation, and Historic Preservation Trust Fund in the amount of \$25,000.00 for the construction of the Cramer Hill Waterfront Park Trail Connector Project; and

WHEREAS, Cooper's Ferry Partnership is willing to utilize the County's funds, if awarded, in accordance with such rules, regulation and applicable statutes, and is willing to enter into an agreement with the County for the Cramer Hill Waterfront Park Trail Connector Project; now, therefore

BE IT RESOLVED, that the City Council of the City of Camden is in support of Cooper's Ferry Partnership's 2021 application to the Camden County Open Space, Farmland, Recreation, and Historic Preservation Trust Fund in the amount of \$25,000.00 for the Cramer Hill Waterfront Park Trail Connector Project, the applicant agrees to comply with all applicable federal, state and local laws, rules and regulations in its performance of the project.

BE IT FURTHER RESOLVED, that pursuant to <u>N.J.S.A.</u> 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: May 18, 2021

The above has been reviewed and approved as to form.

MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS President, City Council

ATTEST:

LUIS PASTORIZA Municipal Clerk

Special

CITY OF CAMDEN

CITY COUNCIL REQUEST FORM

Council Meeting Date: May 13, 2021

TO: Jason J. Asuncion, Esq., Business Administrator						
FROM: Edward C. Williams, PP, AICP,	CSI, Director					
Department Making Request:	Planning and Dev	velopment				
TITLE OF RESOLUTION/ORDINAL Partnership application to the 2 Recreation Facility Enhancement Cramer Hill Waterfront Park Trail I	021 Camden Co Program in the	ounty Open Space Trust Fund				
BRIEF DESCRIPTION OF ACTION: support for Cooper's Ferry Partnershi Fund).						
BIDDING PROCESS: N/A Procurement Process: Bid#, RFP#, State Contract#, Non-I	Fair & Open, EUS:					
APPROPRIATION ACCOUNT(S): n/a						
AMOUNT: \$25,000.00		(WALK ON)				
Waiver Attached for State (DCA) App Contracts for Services, Grant Applications/Awards, (Any Resolution that has Impact on City budget)	proval License Agreements, etc.					
	<u>Date</u>	Signature				
Approved by Relevant Director:	5-5-21	4/				
Approved by Grants Management:		(If applicable)				
Approved by Finance Director: CAF –Certifications of Availability of Funds						
Approved by Purchasing Agent:		<u> </u>				
Approved by Business Administrator:	5-6-21	J. J. Com				
Received by City Attorney:	311/2	Misson Bashpen				

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

	(Name) Please Print	(Extension #)
Prepared By:		
Contact Person:		

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

RESOLUTION IN SUPPORT OF COOPER'S FERRY PARTNERSHIP'S APPLICATION TO THE 2021 CAMDEN COUNTY OPEN SPACE TRUST FUND RECREATION FACILITY ENHANCEMENT PROGRAM IN THE AMOUNT OF \$25,000.00 FOR THE CRAMER HILL WATERFRONT PARK TRAIL PROJECT

WHEREAS, the Camden County Open Space, Farmland, Recreation, and Historic Preservation Trust Fund ("County") provides grants to municipalities and non-profit organizations for assistance with the development of multi-purpose recreational trails and greenways; and

WHEREAS, the City of Camden desires to further the public interest by supporting the development of multi-purpose recreational trails and greenways; and

WHEREAS, Cooper's Ferry Partnership, a non-profit development corporation in the City of Camden, is desirous of submitting an application to the 2021 Camden County Open Space, Farmland, Recreation, and Historic Preservation Trust Fund in the amount of \$25,000.00 for construction of the Cramer Hill Waterfront Park Trail Connector Project; and

WHEREAS, Cooper's Ferry Partnership is willing to utilize the County's funds, if awarded, in accordance with such rules, regulation and applicable statutes, and is willing to enter into an agreement with the County for the Cramer Hill Waterfront Park Trail Connector Project; now, therefore

BE IT RESOLVED, that the City Council of the City of Camden is in support of Cooper's Ferry Partnership's 2021 application to the Camden County Open Space, Farmland, Recreation, and Historic Preservation Trust Fund in the amount of \$25,000.00 for the Cramer Hill Waterfront Park Trail Connector Project. The applicant agrees to comply with all applicable federal, state and local laws, rules and regulations in its performance of the project.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

On Motion O	T:	
Dated:		
The above ha	s been reviewed and appro	oved as to form.
MICHELLE BA	NKS-SPEARMAN	_
		CURTIS JENKINS
		President, City Council
APPROVED:		
ATTEST:		
	LUIS PASTORIZA	
	Municipal Clerk	

Cooper's Ferry Partnership

One Port Center, 2 Riverside Drive, Suite 501 Camden, New Jersey 08103 856.757.9154 Phone/856.757.9478 Fax



To: Dr. Ed Williams, Director of Planning & Development

From: Kathy Cullen, Project Manager

Date: April 14, 2021

Re: Resolution of Support for a 2021 Camden County Open Space Trust Fund Recreational

Facility Enhancement Grant Application for the Cramer Hill Waterfront Park Trail

Connector Project

Cooper's Ferry Partnership (CFP) works in partnership with the City of Camden to provide dedicated active transportation infrastructure as part of an overall economic development strategy. Over the past decade, the City of Camden, CFP, the New Jersey Conservation Foundation (NJCF) and a variety of other partners have been planning and developing the Camden GreenWay and the Circuit Trail, which link Philadelphia and downtown Camden with South Jersey and the East Coast Greenway. An important segment of the trail network is the Cramer Hill Waterfront Park Trail, which is now in construction and anticipated to open in late 2021. At present, the plans for the Park do not include a street connection at the northeastern terminus of the trail, limiting neighborhood accessibility to the trail.

CFP secured funding from the William Penn Foundation to design a multi-purpose, off-road trail segment of approximately 290', which will connect Harrison Avenue to the Cramer Hill Waterfront Park Trail (part of the Circuit's Delaware River Heritage Trail) across from N. 24th Street, on Kroc Center property. The Kroc Center has agreed to provide a trail easement to the CRA. The trail ("the Connector") will create easy access to the park for Cramer Hill residents and connect the trail to the Harrison Avenue bike lanes. CFP is currently seeking construction funding for the project. With the support of the Camden Redevelopment Agency (CRA) and the Salvation Army Kroc Center (Kroc Center), CFP is submitting an application to the 2021 Camden County Open Space Trust Fund Recreational Facility Enhancement Project for construction in the amount of \$25,000. The application requires a resolution of support from the City of Camden.

CFP respectfully requests a resolution from Camden City Council in support of the 2021 Camden County Open Space Trust Fund grant application in the amount of \$25,000. The Connector Trail achieves the recommendations of the 2020 Camden Parks and Open Space Plan and 2009 Cramer Hill NOW! Neighborhood and Waterfront Park Plan. A concept of the project and draft resolution are attached for review.

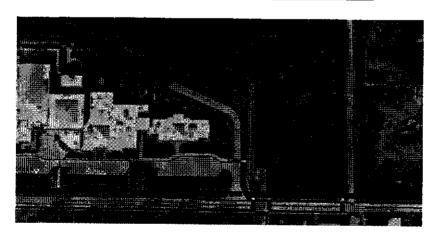
Proposed 2020 Project Cramer Hill Waterfront Park Trail Connector

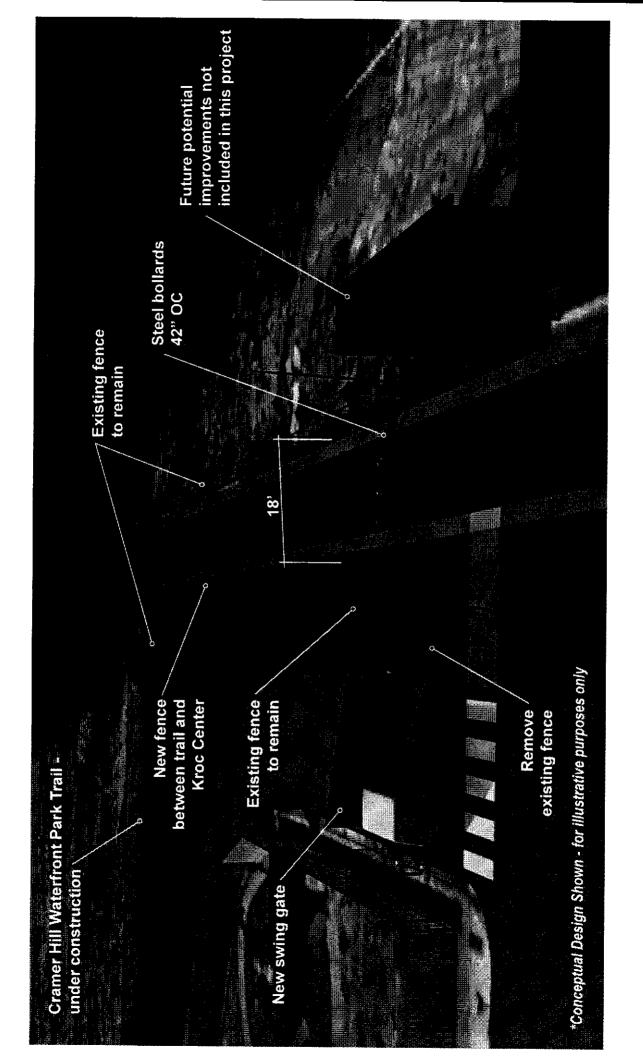
The Cramer Hill Waterfront Park Connector will be a critical link along the Cramer Hill waterfront segment of the Circuit Trails, connecting the terminus of the half-mile long trail being constructed as part of the \$70 million development of the Cramer Hill Waterfront Park to Harrison Avenue. At present, the plans for the Cramer Hill Waterfront Park do not include a street connection to the eastern terminus of the trail, limiting its usability for recreation and commuting. The connector will utilize the existing right of way (24th St. between Harrison Ave. and the Delaware River) and the eastern edge of the Salvation Army Kroc Center property to connect the terminus of the Cramer Hill Waterfront Park trail to the existing street grid. The trail will be designed and constructed in accordance with the 2017 Camden GreenWay Design Guide. This objective supports the Cramer Hill NOW! Neighborhood Plan goal to "make Cramer Hill bike-accessible" by establishing "a multi-use recreation trail network." Cooper's Ferry Partnership has engaged AECOM as a consultant to complete the engineering of the trail segment. A cost estimate for construction is being developed.

Aerial of proposed trail segment (identified in yellow)



Working plan of proposed trail segment (highlighted in yellow)





MBS:dh 05-18-21

RESOLUTION AUTHORIZING A CONTRACT TO BUCHART HORN, INC., SUITÉ 110, 2 EVES DRIVE, MARLTON, NJ 08053 FOR GENERAL ENGINEERING SERVICES FOR CITY OF CAMDEN'S WATER AND SEWER SYSTEM

WHEREAS, there exists a need to acquire services to perform Engineering Services in the City of Camden for a period of one (1) year; and

WHEREAS, the City of Camden has a need to acquire services by a duly licensed contractor, to oversee the operations, maintenance, and repair of the City's water and sewer system by American Water Contract Services and to provide recommendations to the City for a period of one (1) year; and

WHEREAS, pursuant to a Request for Proposal, a proposal was submitted by Buchart Horn Inc., 2 Eves Drive Suite #110, Marlton, NJ 08053-3193 for an amount not to exceed ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00) for a period of one (1) year; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the temporary budget of the City of Camden under line item(s) "1-60-101-906" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the proper officers of the City of Camden are hereby authorized to execute a contract with Buchart Horn Inc., 2 Eves Drive Suite #110, Mariton, NJ 08053-3193 for an amount not to exceed ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00) for a period of one (1) year, to oversee the operations, maintenance, and repair of the City's water and sewer system by American Water Contract Services and to provide recommendations to the City, according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

BE IT FURTHER RESOLVED that Buchart Horn Inc. must coordinate and report to the City Engineer, duly appointed pursuant to <u>N.J.S.A</u>. 40A:9-140, for all assigned engineering tasks.

BE IT FURTHER RESOLVED, that pursuant to <u>N.J.S.A.</u> 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: May 18, 2021

The above has been reviewed and approved as to form.

MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA City Clerk

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: BUCHART HORN, INC

THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

TEMPORARY BUDGET APPROPRIATION: 1-60-101-906

AMOUNT: \$175,000.00

ADOPTED BUDGET APPROPRIATION:

AMOUNT

APPROPRIATION RESERVE:

AMOUNT:

DEDICATED BY RIDER:

AMOUNT:

RESERVE FOR STATE AND FEDERAL GRANT:

AMOUNT:

CAPITAL ORDINANCE:

AMOUNT:

TRUST ACCOUNT:

AMOUNT:

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$175,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO BUCHART HORN, INC FOR GENERAL ENGINEERING SERVICES OF WATER AND SEWER SYSTEM IN THE CITY OF CAMDEN.

Johanna S. Conyer

Director of Finance

Date:

CITY COUNCIL REQUEST FORM SPECIAL!!!

	Counci	l Meeting Date: May 14, 2021	
TO: Jason J. Asuncion, Esq., Business	Administrator		
DATE: May 12, 2021			
FROM: Orion Joyner			
Department Making Request: PLAN TITLE OF RESOLUTION/ORDINANC Services contract to Buchart Horn, Inc., for System in the City of Camden. BRIEF DESCRIPTION OF ACTION: (Improvements and Project Management four (4) proposals for the above listed put the highest ranking submitter, is recommoffice and the Bureau of Purchasing. BIDDING PROCESS: N/A APPROPRIATION ACCOUNT(S):	E: Resolution au General Engine On April 8, 2021 t, in conjunction roject. Award o	thorizing the award of a Professional sering Services of Water and Sewer The Division of Capital with Purchasing Bureau, received of a contract to Buchart Horn, Inc.,	
AMOUNT: TOTAL \$175,000.00 Waiver Request Form Attached for St	Employees Requiring Adv Services, Form "G" - C g" Model Ordinance	vice and Consent of Governing Body, Form "D" - Grant Approval, Form "H" - Bond Ordinance or Contra	əct
Approved by Relevant Director:	<u>Date</u> Sいれ	Signature	
Approved by Grants Management:			
Approved by Finance Director: CAF -Certifications of Availability of Funds	5/13/21_	(If applicable)	
Approved by Purchasing Agent:			
Approved by Business Administrator:	5. 7.21	Jung Grenne	
Received by City Attorney:	5/14/21	This con By Down	<u>~</u>
(Name) Please Print	•	(Extension #)	
Prepared By: <u>Tytanya Ray</u>		7680	
Contact Person: Orion Joyner		7680	
min and the state of Remain in the point names for	rouiding partinant later	rmation regarding request	

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

STATE OF NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF LOCAL GOVERNMENT SERVICES CONTRACT REQUEST FORM

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	Camden
Professional Service or EUS Type	Award of a Professional Services contract
Name of Vendor	Buchart Horn, Inc.
Purpose or Need for service:	General Engineering Services for City of Camden's Water and Sewer System.
Contract Award Amount	\$175,000.00
Term of Contract	TBD
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	N/A
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	Proposals received and ranked
Were other proposals received? If so, please attach the names and amounts for each proposal received?	Yes.
all bidders and the bid amounts assoc	moranda or evaluation forms used to evaluate the vendors and a list o iated with each bidder. please have the appropriate personnel sign the certification on page 2
Mayor's Signature•	Date
Business Administrator/Manager Sig	DateDate

^{*}For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

The Chief Financial Office General Engineering Servi	er affirms that there is ade	equate funding available for this personnel action. en's Water and Sewer Funding Source for this action
Gonetal Engineering Servi		60-101-906
Chief Emancial Officer Sig		
I certify that the vendor sel was notified of any restrict	ected is in compliance w ions with respect to camp	ith the adopted Pay to Play Ordinance and that the vendor paign contributions.
Certifying Officer		Date
For LGS use only: () Approved	() Denied	
Director or Designee, Division of Local Government	nent Services	
Number Assigned		

CAMDEN CITY

520 MARKET STREET P 0 BOX 95120 CAMDEN, NJ 08101-5120 TEL (856)757-7000

	A-200 2-29 A 19 2-17	The second second second second		
中華之	Signatura Application (Application)		ON	
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S H DLANNING & DEVELOPMENT
DIVISION OF CAPITAL IMPROVEMTS
P 520 MARKET ST. 3RD FL RM 325
CAMDEN, NEW JERSEY 08101

V VENDOR #: BUC01

BUCHART HORN, INC
2 EVES DRIVE SUITE #110
MARLTON, NJ 08053-3193
R

ORDER DATE: 05/12/21
DELIVERY DATE:
STATE: CONTRACT:
F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	AWARD OF PROFESSIONAL SERVICES	1,45	0.0000	0.00
	CONTRACT FOR GENERAL ENGINEERING			
	SERVICES FOR CITY OF CAMDEN'S WATER AND			
	SEWER SYSTEM.			
		2	TOTAL	0.00
				0.00
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				स्टबर्स है
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	<u> </u>	。 1.	「大学を表現している」という。	

Approved:

Department Head

Date

Il hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

Receiver of Goods

Date

BUREAU OF PURCHASING CITY HALL – ROOM 213 P.O. BOX 95120 CAMDEN, NEW JERSEY 08010-5120 856-784-3037 856-541-9668 (FAX)

RFP RESULTS

RFP #21-07

RFP NAME: GENERAL ENGINEERING SERVICES FOR THE CITY OF CAMDEN'S WATER AND SEWER SYSTEM

RFP DUE: THURSDAY, APRIL 8, 2021 @ 11:00 A.M

		
	VENDOR	
	CME ASSOCIATES	
	CAMDEN,NJ	
	REMINGTON & VERNICK ENGINEERS	
	HADDONFIELD, NJ	
	BUCHART HORN, INC.	
	MARLTON,NJ	
	D&B/GUARINO ENGINEERS,LLC	
	TREVOSE, PENNSYLVANIA	
	D&B/GUARINO ENGINEERS,LLC	

Results are for information purpose <u>only</u>. rp

Tytanya Ray

From: Lateefah Chandler

Sent: Wednesday, May 12, 2021 2:00 PM

To: Tytanya Ray

Subject: Buchart Horn - new contract council request

Attachments: RFP RESULTS 21-07 GENERAL ENGINEERING SERVICES FOR THE THE CITY OF

CAMDEN'S WATER AND SEWER SYSTEM.doc

Lateefah Chandler

Lateefah Chandler, QPA Purchasing Agent City of Camden 856-757-7475 856-541-9668 (fax)

Email: lachandl@ci.camden.nj.us

CONFIDENTIALITY NOTICE

The information contained in this communication from the City of Camden is privileged and confidential and is intended for the sole use of the persons or entities who are the addressees. If you are not an intended recipient of this e-mail, the dissemination, distribution, copying or use of the information it contains is strictly prohibited. If you have received this communication in error, please immediately contact the City of Camden at (856) 757-7475 to arrange for the return of this information.

MBS:dh 05-18-21

RESOLUTION AUTHORIZING AMENDMENT #2 TO CONTRACT #03-19-121S WITH CME ASSOCIATES, LLC FOR CONSTRUCTION MANAGEMENT AND ADMINISTRATION OF THE COOPER STREET PEDESTRIAN ACCESS (TIGER) PROJECT

WHEREAS, the Council of the City of Camden by Resolution R-2 (MC-19:6776) dated March 5, 2019 awarded a contract (#03-19-121s) to Consulting and Municipal Engineers (CME) Associates for construction management and administration of the Cooper Street Pedestrian Access Project (TIGER) project; and

WHEREAS, the contract price set forth in Resolution R-2 as aforesaid was for One Hundred Eighty-Six Thousand Four Hundred Seventy-One Dollars and Fifty-Six Dollars (\$186,471.56); and

WHEREAS, the Council of the City of Camden by (MC-7894) dated on March 9, 2021 amended contract #03-19-121s with CME Associates, LLC by amendment #1 to increase the amount by Thirty-Six Thousand Two Hundred Fifty-Two Dollars And Thirty Cents (\$36,252.30) due to changes related to field conditions; and

WHEREAS, it is necessary to further amend contract #03-19-121s with CME Associates, LLC by amendment #2 in an amount not to exceed SEVENTEEN THOUSAND FIVE HUNDRED EIGHTY-SIX DOLLARS AND SIXTY-ONE CENTS (\$17,586.61) due to changes related to field conditions; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the capital improvement budget of the City of Camden, under line item(s) "C-19-725-999", said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that contract #03-19-121s with CME Associates, LLC, be amended by amendment #2 in the amount of SEVENTEEN THOUSAND FIVE HUNDRED EIGHTY-SIX DOLLARS AND SIXTY-ONE CENTS (\$17,586.61), making the total amount of the contract an amount not to exceed TWO HUNDRED FORTY THOUSAND THREE HUNDRED TEN DOLLARS AND FORTY-SEVEN CENTS (\$240,310.47).

BE IT FURTHER RESOLVED, that pursuant to <u>N.J.S.A.</u> 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: May 18, 2021

The above has been reviewed and approved as to form.

MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS President, City Council

ATTEST:

LUIS PASTORIZA Municipal Clerk

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: CME ASSOCIATES, LLC

THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

TEMPORARY BUDGET APPROPRIATION:

AMOUNT:

ADOPTED BUDGET APPROPRIATION:

AMOUNT

APPROPRIATION RESERVE:

AMOUNT:

DEDICATED BY RIDER:

AMOUNT:

RESERVE FOR STATE AND FEDERAL GRANT:

AMOUNT:

CAPITAL ORDINANCE: C-19-725-999

AMOUNT: \$17,586.61 TRUST ACCOUNT:

AMOUNT:

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$240,310.47

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING AMENDMENT #2 TO CONTRACT #03-19-121S A PROFESSIONAL SERVICE CONTRACT, WITH CME ASSOCIATES, LLC, FOR CONSTRUCTION MANAGEMENT AND ADMINISTRATION OF THE COOPER STREET PEDESTRIAN ACCESS (TIGER) PROJECT.

Johanna S. Conyer

Director of Finance/

Date: __

CITY COUNCIL REQUEST FORM WALK-ON!!

		L`	Soundii 1(1)				
TO: Jason J. Asuncion, Esq., Business Administrator DATE: May 10, 2021 FROM: Orion Joyner Department Making Request: PLANNING & DEVELOPMENT TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing Amendment #2 to Contract #03-19-121s a Professional Services contract, with CME Associates, LLC, for Construction Management & Administration of the Cooper Street Pedestrian Access (TIGER) project. BRIEF DESCRIPTION OF ACTION: On March 5, 2019, Council authorized the award of a Professional Services contract to CME Associates, LLC (MC-19:6776), for the Cooper Street Pedestrian Access (TIGER) project. Due to changes related to field conditions an Amendment is necessary, and will result in contract increase. APPROPRIATION ACCOUNT(S): C-19-725-999							
AMOUNT:	Original Contract Ar	mount	\$186	5,471.56			
	Amendment #1		36	,252.30			
,	Amendment #2			<u>,586.61</u>			
Maiyar Bosson	New Contract Amou t Form Attached for St		'),310.47			
For Example: Form Contract Request, For	"A" - Request for approval of E rm "E" - Creation/Extension of Best Price Insurance Contracting	Employees Requ f Services, Forn	uiring Advice ar n "G" - Grant A	nd Consent of Governing Boo	dy, Form "D" - Orginance or Contract		
		Date		Signature			
		1/1	,	1/2	•		
Approved by Releva	ant Director:	0//7	_				
Approved by Grant	s Management:	5/13/2	21 1				
- •	•	1/1/		(If applicable)			
Approved by Finance	ce Director: of Availability of Funds	5/14	1	The state of the s			
Approved by Purch	•	بطعالم	cDA A	Salidate (1		
Approved by Purch	азіну муені.	- 21:15 51	<u> </u>	2 May and			
Approved by Busine	ess Administrator:	5 14,	<u> 김</u> (Josep J Use	very &		
Received by City At	ttorney:			<u> </u>			
	(Name) Please Print	<u> </u>		(Extension #)			
Prepared By: <u>Tytany</u>	⁄a Ray			7680			
Contact Person: Orion	Contact Person: Orion Joyner 7680						
Please note that the Contact	Person is the point person for p						
If request is a walk-on, the C necessary copies for Council	Contact Person will be responsib Meeting.	ble for picking u	<u>ip the Council r</u>	equest(s) from the City Attor	rney's Office to make		

STATE OF NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF LOCAL GOVERNMENT SERVICES CONTRACT REQUEST FORM

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

	City of Camden
Professional Service or EUS	Amendment #2
Туре	
Name of Vendor	CME Associates, LLC
Purpose or Need for service:	Amendment #2. Increasing contract #03-19-121s by additional \$17,586.61 for Professional Services in connection with the Cooper Street Pedestrian Access (TIGER) project.
Contract Award Amount	\$17,586.61 (Amendment #2)
Term of Contract	
Temporary or Seasonal	N/A
Grant Funded (attach appropriate	Yes
documentation allowing for	
service through grant funds)	
Please explain the procurement	N/A
process (i.e. bids, RFQ,	
competitive contracting, etc.)	
Were other proposals received?	No
If so, please attach the names and	
amounts for each proposal	
received?	
	moranda or evaluation forms used to evaluate the vendors and a list
I bidders and the bid amounts assoc	please have the appropriate personnel sign the certification on page
I bidders and the bid amounts associate the lowest bidder was not selected,	
I bidders and the bid amounts assoc	please have the appropriate personnel sign the certification on page

^{*}For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

The Chief Financial Offic	er affirms that there is adequate	funding available for this personnel action.	•
Cooper Street Pedestrian	Access (TIGER) funding Source	e for this action C-19-725-955	
		·	
Chief Financial Officer Si	gnature		
	elected is in compliance with the tions with respect to campaign c	e adopted Pay to Play Ordinance and that the contributions.	e vendor
	yah t	Date	
Certifying Officer			
For LGS use only:			
() Approved	() Denied		
	Date_		
Director or Designee,			
Division of Local Govern	ment Services		
N 1 1 1 1			
Number Assigned			

CAMDEN CITY

520 MARKET STREET P O BOX 95120 CAMDEN, NJ 08101-5120 TEL (856)757-7000

S H I P T O	PLANNING & DEVELOPMENT DIVISION OF CAPITAL IMPROVEMTS 520 MARKET ST. 3RD FL RM 325 CAMDEN, NEW JERSEY 08101
VENDOR	VENDOR #: CME01 CME ASSOCIATES 1460 RT 9 SOUTH HOWELL,, NJ 07731

	REQUISITION	
NO.	c2100669	

ORDER DATE:

05/10/21

DELIVERY DATE: STATE CONTRACT: F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOU	IT NO.	UNIT PRICE	TOTAL COST
1.00	AMENDMENT #2 FOR CME ASSOCIATES, LLC. IN CONNECTION WITH THE COOPER STREET PEDESTRIAN ACCESS (TIGER) PROJECT.	C-19725-99	9	17,586.6100	17,586.61
	CONTRACT #03-19-121s			TOTAL	17,586.61
			(d)		

Approved:

hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

Department Head

Date

Receiver of Goods

Date

This copy of the requisition to be forwarded to the Purchasing Bureau

<u>Department: Development & Planning – Capital Improvements</u>

Grant Administrator: Tytanya Ray Grant Administrator #: 757-7628

Project Name:		TIGER GRA	TIGER GRANT #9					
Grant/Funding Agence Program:	У	USDOT – Fe	ederal Highway Administra	ation (FHWA)				
Grant Federal CFDA o GIMS Number:	r State	20.933						
City Contract Date:		pending	City Contract #:					
Application Resolution	#:		Appropriation Code :	G-19-710-901; G-19- 650-901; C-19-725-999				
Funding Source:		Federal Hig	ghway Administration					
Pass Through: Y DR N circle one		Source:	NJDOT					
Amount of Grant:		\$16.2 MILLI	ON					
Local Match: circle one	OR N	Cash:	\$5,017,030	In- Kind:				
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:					
Term of Grant:	7.12.	18 – 9.30.22	Location of Activity:					
Date of Analysis:	5.13.2	2021	Reviewed By:	Kelly Mobley				

Summary:

13-May-21: The Department of Planning and Development– Division of Capital Improvements is processing the following resolutions for City Council Authorization:

Charles Marandino LLC Amendments to Contract #03-19-130

Change Order #7 - \$5,348.88 Requesting council authorization to decrease the amount of the contract due to price adjustments for concrete cylinders.

AP Construction Amendments to Contract #03-19-131

Change Order #12 - \$18,252.00 Requesting council authorization <u>to increase</u> the amount of the contract by \$18,252.00 due to an increase of quantities needed. PR C2100685 appropriation code #C-19-725-999

CME Associates LLC Amendments #03-19-121s

Amendment #2 - \$17,586.61 Requesting council authorizing amendment #2 due to changes related to field conditions which will result in a contract increase. PR C2100669 appropriation code #C-19-725-999.

06-May-21: The Department of Planning and Development– Division of Capital Improvements is processing the following payments for Charles Maradinao, LLC for construction services rendered in connection with the TIGER Project – Cooper Pedestrian Access Project:

Application #7: \$118,572.15 appropriation G-19-710-901; **Application # 8:** \$152,900.88 (appropriation G-19-710-901 - \$135,932.96 and appropriation G-19-650-901 - \$16,967.92;

Application #9 \$209,226.87 appropriation G-19-650-901; Application #10 \$108,845.59 appropriation G-19-650-901 and application #11 \$35,757.78 appropriation G-19-650-901 28-Apr-21: The Department of Planning and Development- Division of Capital Improvements is processing the following purchase requisitions which increases have already been approved by

City Council:

Charles Marandino LLC

Change Order #3 - \$166,689.00

Change Order #5 - \$96,201.50

AP Construction

Change Order #6 - \$1,417,933.40

Change Order #8 - \$322.983.00

Change Order #10 - \$193,208.08

Change Order #11 - \$1,483,765.03

Pennoni Associates

Amendment#1 - \$74,600.00

28-Apr-28: The Department of Planning and Development– Division of Capital Improvements is processing payment #11a (Application 11 a – changer order #5) for the Cooper's Poynt Reconstruction portion of the TIGER grant for AP Construction (contractor) in the amount of \$845,557.31 - appropriation code #G-19-710-901

22-Apr-21: The Department of Planning and Development – Division of Capital Improvements is processing application #6 for Charles Marandino, LLC for the Cooper Street Pedestrian Access Project in the amount of \$13,321.93. **Total payable:** \$13,321.93 **Utilizing appropriation code:** G-19-710-901 (total payment \$13,593.80 minus 2% retainage of \$271.87 = \$13,321.93)

25-Mar-21: The Department of Planning and Development – Division of Capital Improvements is processing application #5 for Charles Marandino, LLC for the Cooper Street Pedestrian Access Project in the amount of \$57,091.27. **Total payable:** \$57,091.27

25-Mar-21: The Department of Planning and Development– Division of Capital Improvements is processing the following invoices in connection with the TIGER Proect. Specifically, the invoices are for Pennoni Associates, Inc. for construction management and administration of the Cooper Street Access Project utilizing appropriation #G-19-710-901 total \$192,170.00

- a. Invoice# 1039230 in the amount of \$37,825.00 for services rendered through 8/31/2020 (application #13)
- b. Invoice #1043994 in the amount of \$30,780.00 for services rendered through 9/30/2020 (application #14)
- c. Invoice #1051214 in the amount of \$71,025,00 for services rendered through 11/30/2020 (application #15)
- d. Invoice #1056002 in the amount of \$30,650 for services rendered through 12/31/2020 (application #16)
- e. Invoice #1059559 in the amount of \$21,890.00 for services rendered through 1/31/2021 (application #17)

25-Mar-21: The Department of Planning and Development – Division of Capital Improvements is processing certificate #12 for AP Construction – Cooper's Poynt Reconstruction in the amount of \$813,039.72. Invoice was adjusted from \$822,159.60 (change order items were deleted and will be paid with the new purchase order). **Total payable: \$813,039.72**

17-Feb-21: The Department of Planning and Development – Division of Capital Improvements is processing the following certificates for AP Construction – Cooper's Poynt Reconstruction:

- Change Order #2 payment 8a: \$1,375,508.11 (from Certificate #8)
- Change Order #2 payment 9a: \$87,348.38 (from Certificate #9)
- Change Order #2 payment 10 partial: \$97,960.80 (from Certificate #10)
- Certificate #10 (partial): #\$695,291.50

14-Jan-21: The Department of Planning and Development – Division of Capital Improvements is processing the following certificates for the Cooper Street Pedestrian Access Project utilizing PO 20-00492.

- a. Certificate #3 \$374,550.58
- b. Certificate #4 \$420,614.31

Total: \$795,164.89

17-Dec-20: The Department of Planning and Development– Division of Capital Improvements is processing the following invoices in connection with the TIGER Program. Specifically, the invoices for AP Construction for Cooper's Poynt Road Reconstruction utilizing **appropriation #G-19-710-901**

- f. AP Construction Certificate #8 in the amount of \$808,210.96
- g. AP Construction Certificate #9 in the amount of \$601,880.88

Total: \$1,410,091.84

17-Dec-20: The Department of Planning and Development– Division of Capital Improvements is processing the following invoices for CME Associates for construction management services rendered in connection with the Cooper Street Access Project (TIGER).

- 1. Invoice #0264746 for services rendered through July 2020: \$5,635.05
- 2. Invoice #0265410 for services rendered through August 2020: \$4,385.72
- 3. Invoice #0268512 for services rendered through September 2020: \$3,283.41

Total amount: \$13,304.18

1-Dec-20: The Department of Planning and Development – Division of Capital Improvements is seeking council authorization to amend contract #03-19-131 with AP Construction in connection with the Cooper's Poynt Road Reconstruction Project (see modification agreement from the state for both change orders:

- 1. Change Order #4 adjustment in quantities resulting in a decrease in the original contract amount. Total reduction to contract: \$1,374,788.26
- 2. Change Order #5 adjustment in quantities resulting in an increase in the contract. Change Order required new encumbrance of funds totaling \$865,331.59. (PR #21-00735)

17-Nov-20: The Department of Planning and Development– Division of Capital Improvements is processing payment #7 in the amount of \$1,006,060.73 for AP Construction utilizing appropriation code #G-19-710-901 for construction cost for the Cooper's Poynt Road Construction part of the TIGER Project. There was a \$26,884.34 adjustment to the request. These items represent change order items. The Department is also processing application #2 in the amount of \$188,536.83 for Charles Marandino, LLC for the Cooper Street Pedestrian Access Road construction part of the TIGER Project.

5-Nov-20: The Department of Planning and Development – Division of Capital Improvements is processing change order #2 for contract #03-19-131 with AP Construction Inc for services to be performed in connection with Cooper's Poynt Road Reconstruction. Due to unforeseen circumstances (see attached construction memo); additional work will be required and has resulted in an increase in the contract amount. Change order # 2: \$1,645,443.70. New contract amount: \$15,527,669.67

The Department is also seeking council authorization to amend contract #03-19-131 with AP Construction in connection with the Cooper's Poynt Road Reconstruction Project. Due to adjustments of quantities not needed (see construction memo and change order request) there will be a decrease in the contract amount. These changes affect the original purchase order and not the newly encumbered amount. New contract amount: \$14,409,675.67.

10-Sept-20: The Department of Planning and Development – Division of Capital Improvements is processing purchase order 19-01961 for Pennoni Associates, Inc. for construction management and administrative services for the Coopers'Poynt Road Reconstruction Project (TIGER Grant). This invoice represents applications 8 – 12 in the amount of \$334,750.00 (Invoice 8 = \$55,255.00;

Invoice 9 = \$54,610.00; Invoice 10 = \$123,495.00; Invoice #11: \$53,575.00; and Invoice #12 = \$47,815.00.

Also processing purchase order #19=01960 for CME Associates for construction management and administrative services for the Cooper Street Access Project (TIGER). Invoice #0266665 \$44,416.89.

27-Aug-20: The Department of Planning and Development – Division of Capital Improvements is processing purchase order 19-01960 for CME Associates in the amount of \$88,938.14 for construction management services in connection with the Cooper Street Access Project (TIGER). This payment constitutes payments 12-18. Invoice #0259060: \$17,961.33 (services rendered through April 10th); invoice #0259787: \$13,263.58(services rendered through April 24th); invoice #0260952: \$10,619.80 (services rendered through May 8th); invoice #2060965 \$11,113.94(services rendered through May 22nd); invoice #0262449: \$10,971.68 (services rendered through June 5th); invoice #0263187: \$16,823.51 (services rendered through June 26th); and invoice #0263952 \$8,184.30(services rendered through July 10th)

Please note that the funds will be utilized from two line items:

G-19-701-901: \$53,452.94 G-19-650-901: \$35,485.20

5-Aug-20: The Department of Planning and Development- Division of Capital Improvements is processing payment #6 in the amount of \$1,261,042.56 for AP Construction utilizing appropriation code #G-19-710-901 for construction cost for the Cooper's Poynt Road Construction part of the TIGER Project.

30-Jul-20: The Department of Planning and Development– Division of Capital Improvements is processing payment #1 (Application 1) for the Cooper Street Pedestrian Access Rd. portion of the TIGER grant for Charles Marandino LLC (contractor) in the amount of \$232,186.65. 10-June-20: The Department of Planning and Development– Division of Capital Improvements is processing council authorization to amend contract #03-19-131 between the City and AP Construction in the amount of \$44,287.97 in connection with the Cooper's Poynt Road Reconstruction (TIGER) Project. Processing #20-02071 utilizing appropriation code G-19-710-901. Also processing resolutions to accept updated wage and overhead rates for Pennoni and CME.

The Department is processing payment #4 for AP Construction in the amount of \$926,076.91 utilizing appropriation code #G-19-710-901. (application #4 for Cooper's Poynt Road Reconstruction)

14-May-20: The Department of Planning and Development– Division of Capital Improvements is processing the following invoices in connection with the TIGER Program. Specifically, the invoices are for CME Associates and Pennoni for construction management and administration of the Cooper Street Access Project and Cooper's Poynt Road Reconstruction Project and AP Construction for Cooper's Poynt Road Reconstruction utilizing appropriation #G-19-710-901

- h. CME: Invoice #0257449 in the amount of \$1,313.54 for services rendered through 3/6/20.
- i. Pennoni Invoice #1016496 in the amount of \$47,680.00 for services rendered through 3/8/20
- j. AP Construction Certificate #3 in the amount of \$247,516.99

28-Apr-20: The Department of Planning and Development–Division of Capital Improvements is processing the following invoices in connection with the TIGER Program. Specifically, the invoices are for CME Associates for construction management and administration of the Cooper Street Access Project utilizing appropriation #G-19-710-901 total \$6,899.36

- k. Invoice #0255569 in the amount of \$2,803.31 for services rendered through 1/24/20.
- 1. Invoice #0255877 in the amount of \$2,397.19 for services rendered through 2/8/20
- m. Invoice #0257079 in the amount of \$1,698.86 for services rendered through

2/22/20

25-Feb-20: The Department of Planning and Development– Division of Capital Improvements is processing Invoice #5 and #6 for Pennoni Associates for professional services in conjunction with the Cooper's Poynt Road Construction Project. (Invoice #5: \$50,285.00 and Invoice #6: \$48,270.00) Total request: \$98,555.00. Utilize appropriation code #G-19-710-901

19-Feb-20: The Department of Planning and Development– Division of Capital Improvements is processing the second invoice against PO#20-00628 for AP Construction in the amount of \$292,020.11 for work performed at Cooper's Poynt (Application #2). Utilize appropriation code #G-19-710-901

13-Feb-20: The Department of Planning and Development– Division of Capital Improvements is processing the first invoice against PO#20-00628 for AP Construction in the amount of \$346,035.98 for work performed at Cooper's Poynt (Application #1). Utilize appropriation code #G-19-710-901 5-Feb-20: The Department of Planning and Development– Division of Capital Improvements is processing the first invoice against PO#19-01960 for CMW Associates for professional services rendered through 12/18/19 for Cooper Street Pedestrian Access Project. Invoice #0248606 \$1,004.97; #0249407 \$4,735.55; #0251167 \$4,507.79; #0252503 \$9,589.51;#0252801 \$2,593.23; and #0254086 \$3,410.41 Billings were for meetings, site visits and construction management. Total Amount: \$25,841.46 please charge to G-19-710-901.

17-Dec-19: The Department of Planning and Development- Division of Capital Improvements is processing the first invoice against PO#19-01960 for CMW Associates for professional services rendered through 8/23/19 for Cooper Street Pedestrian Access Project. Invoice #0247450. Billings were for meetings, site visits and construction management. Amount: \$5,726.48 please charge to G-19-710-901.

Also processing the 3rd payment against PO #19-01961 for Pennoni Associates in the amount of \$74,965.00. Work performed is for Resident Engineer/Inspections through 10/27/19. 28-Oct-19: The Department of Planning and Development– Division of Capital Improvements is processing Invoice #1 and #2 for Pennoni Associates for professional services in conjunction with the Cooper's Poynt Road Construction Project.(Invoice #: \$1,305.00 and Invoice #2; \$17,710.00) 1-June-19: The Department of Planning and Development– Division of Capital Improvements is seeking council authorization to amend Resolution MC-18-6598. The City of Camden in cooperation with FHWA is seeking to amend their agreement to include subcontracts that were awarded by the City. Contracts to be added include: Consulting and Municipal Engineers (CME) for \$186,471.56; Pennoni for \$844,660; Charles Maradino, LLC for \$2,475,326; AP Construction for \$13,837,138 and PSEnG for \$315,379.44. The City needs to amend Article II – II.2 Key Personnel – removing Uzo Ahirarakwe as City Engineer and amend Orion Joyner to City Engineer.

5-Mar-19: The Department of Planning and Development – Division of Capital Improvements is processing the following purchase requisitions #19-01401 (CME - \$186,471.56); #19-01405 (Charles Maradnino LLC - \$2,475,326); #19-01410 (Pennoni Associates, Inc.); #19-01411 (AP Construction \$13,837,138). These contracts were awarded through a competitive bidding process. (Resolutions were walked on by title.

The City of Camden was awarded \$16.2 million from the FY 2016 TIGER Discretionary Grant for the purpose of constructing the 7th Street Gateway Streetscape Enhancement project that will include street grading and resurfacing, curbs, sidewalks, ADA accessible ramps, lighting, bicycle lanes, trash receptacles, street trees and green infrastructure.

The resolution authorizing the City to accept and make an emergency appropriation in the amount of \$16.2. Million Also, processing a resolution to authorize a grant agreement between the Federal Highway Administration (FHWA) and the City of Camden for the "Camden Connections for the Future" TIGER Grant.

Matching funds: NJEDA Recovery Board (ERB) \$2,517,030; Local Funds (City) \$2,500,000

<u>Project Limits</u>: Cooper Street traffic improvements and Cooper's Poynt road reconstruction project.

Time Lines: Quarterly reporting will be required; at the end of each agreement year – submission of an Annual Budget Review and Program Plan will be due within 60 days of the end of the year; closeout reports are due 90 days after the period of performance (SF-425); Interim Performance measure reports are required as well as project outcome reports. Project should be completed by September 30, 2022.

Problematic Areas/Recommendations: TIGER Grant \$16.2Million

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CAMDEN CITY Budget Account Status/Transaction Audit Trail

Page No: 1

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Department:

Planning & Development

Revised: 5/10/2021

Capital Improvements/Project Management

Grant Administra	tor: Tyte	inya (C. Ray	Grant Administra	Grant Administrator #: 757-7628			
Grant/Project No	ime:		·-	portation Investments Gener den Connections for the Fut	-			
Grant #:			19-710-901 19-650-901					
City Contract Dat	e:			City Contract #:	11-16-164			
Application Resolu	ution #:			Appropriation Code #:	7-01-661-906 9-01-661-906			
Funding Source:		Vai	rious	· · · · · · · · · · · · · · · · · · ·				
Pass Through:	У	N	Source:					
Amount of Grant: \$198,227.76 Project Mgmt (CFP) \$46,948.00 Engineering/Performance Reporting (orting (R&V)			
Local Match:	У	2	Cash:		In- Kind			
Budget Insertion				Accepting Grant				
Resolution # & Do	ite:	Per	nding	Resolution # MC:	Pending			
Term of Grant:	-	Per	nding	Location of Activity:	Pending			
Date of Analysis:		5/1	10/21	Reviewed By:	Tytanya C. Ray			

Summary: 5/10/2021: In connection with the Cooper Street Pedestrian Access (TIGER) project the following are requested for Council approval:

- Change Order #7 to Construction contract #03-19-130 for Charles Marandino. A deduct in amount of \$5,348.88
- Amendment #1 to Construction Management contract #03-19-121s for CME Associates. An increase in amount of \$17,586.61

5/4/2021: Forwarding invoice #2198 in the amount of \$21,563.30 to Cooper's Ferry Partnership, for Project Management in connection with the TIGER project.

5/4/2021: Transmitting invoice #11 to Charles Marandino, LLC, in amount of \$35,757.78 for work in connection with the Cooper Street Pedestrian Access (TIGER) project. To be paid from account G-19-650-901.

5/4/2021: Forwarding invoice #10 to Charles Marandino, LLC, in amount of \$108,845.59 for work in connection with the project. To be paid from account G-19-650-901.

5/4/2021: Please pay invoice #9 to Charles Marandino, LLC, in amount of \$209,226.87 for work in connection with the Cooper Street Pedestrian Access (TIGER) project. To be paid from account G-19-650-901.

5/4/2021: Forwarding invoice #8 to Charles Marandino, LLC, in amount of \$152,900.88 in connection with the Cooper Street Pedestrian Access (TIGER) project. To be paid from following accounts:

• G-19-710-901 \$135,932.96 • G-19-650-901 \$16,967.92 TOTAL PAY \$152,900.88

5/4/21: Forwarding pay invoice#7 to Charles Marandino, LLC, in amount \$118,572.15 for work in connection with Cooper Street Pedestrian Access (TIGER) project. To be paid from account G-19-710-901.

4/26/2021: Transmitting payment #11a to A.P. Construction in amount of \$845,557.31 for work in connection with the Cooper's Poynt Reconstruction (TIGER) project. Payment represents change order #5 items & being charged to P.O. #21-01415.

4/20/2021: Please pay invoice #6 to Charles Marandino, LLC, in amount of \$13,321.93 for work in connection with the Cooper Street Pedestrian Access (TIGER) project. To be paid from account G-19-710-901.

4/12/2021: Transmitting construction invoice #5 to Charles Marandion, LLC, in amount of \$57,091.27 for work in connection with the project. To be paid from account G-19-710-901.

3/23/2021: Transmitting the following Construction Management invoices to Pennoni Associates, in connection with the Cooper's Poynt Road Reconstruction (TIGER) project:

Invoice #13 in amount of \$37,825.00
 Invoice #14 in amount of \$30,780.00
 Invoice #15 in amount of \$71,025.00
 Invoice #16 in amount of \$30,650.00
 Invoice #17 in amount of \$21,890.00
 TOTAL PAY \$192,170.00

3/22/2021: Forwarding invoice #12 in amount of \$813,039.72 to A.P. Construction, in connection with the Cooper's Poynt Road Reconstruction (TIGER) project.

3/17/2021: Please pay invoice #11 to A.P. Construction in connection with the Cooper's Poynt Road Reconstruction (TIGER) project.

P.O. #20-00638 \$389,340.57
 P.O. #21-01303 \$1,853.58
 TOTAL \$391,194.15

3/1/21: Transmitting the following Council Action Requests as a walk-on for the March 9, 2021 meeting, in connection with the TIGER project:

COOPER STREET PEDESTRIAN ACCESS

- Amendment #1 for CME for Construction Management & Administration in amount of \$36,252,30
- Change Order #1 for Charles Marandino for Construction, an increase in amount of \$287,469.00
- Change Order #2 for Charles Marandino for Construction, a decrease in amount of \$138,671,00

- Change Order #3 for Charles Marandino for Construction, an increase in amount of \$166,689.00
- Change Order #4 for Charles Marandino for Construction, a decrease in amount of \$30,700.00 COOPER'S POYNT ROAD RECONSTRUCTION
- Change Order #6 for A.P. Construction, an increase in amount of \$1,417,933.40
- Change Order #7 for A.P. Construction, a decrease in amount of \$360,323.50
- Change Order #8 for A.P. Construction, an increase in amount of \$322,983,00

2/17/21: In connection with the Cooper's Poynt Road Reconstruction (TIGER) project, please pay the following invoices to A.P. Construction, Inc.:

- Invoice #8A in amount of \$1,375,508,11
- Invoice #9A in amount of \$87,348,38
- Invoice #10 in amount of \$793,252.30

 Paying from two Purchase Orders: 20-00638, \$695,291.50 and P.O. #21-01303, \$97,960.80

1/12/2021: Forwarding the following Construction payments to Charles Marandino for the Cooper Street Pedestrian Access (TIGER) project:

- Invoice #3 in amount of \$374,550.58
- Invoice #4 in amount of \$420,614.31

TOTAL \$

\$795,164,89

12/17/20: Please pay the following Construction invoices to A.P. Construction for the Cooper's Poynt Road Reconstruction (TIGER) project:

- Invoice #8 in amount of \$808,210,96
- Invoice #9 in amount of \$601,880.88

TOTAL \$1,410,091,84

12/11/20: Transmitting the following Construction Management invoices to CME Associates, in connection with the Cooper Street Access (TIGER) project:

- Invoice #0264746 in amount of \$5,635.05
- Invoice #0265410 in amount of \$4,385.72
- Invoice #0268512 in amount of \$3,283,41

TOTAL \$13,304,18

11/24/20: Seeking Council authorization for the following actions in connection with A.P. Construction's contract #03-19-131, for the Cooper's Poynt Reconstruction (TIGER) project:

- Change Order #4, contract Decrease in amount of \$1,374,788.26
- Change Order #5, contract Increase in amount of \$865,331.58

*** A.P.'s new contract total \$13,900,218.99 (changes 1-5)

11/17/20: Please pay construction invoice #2 in the amount of \$188,536.83 to Charles Marandino, LLC, for the Cooper Street Pedestrian Access (TIGER) project.

11/17/20: Forwarding construction invoice #7 in the amount of \$1,006,060.73 to A.P. Construction, Inc., for the Cooper's Poynt Road Reconstruction (TIGER) project.

11/9/20: Forwarding invoice #2134 in the amount of \$10,515.56 to Cooper's Ferry Partnership, for Project Management in connection with the TIGER project.

11/4/20: Council approval is requested for the following actions in connection with A.P. Construction's contract for Cooper's Poynt Road Reconstruction (TIGER) project:

- Change Order #2, contract increase of \$1,645,443,70
- Change Order #3, contract Decrease of \$1,117,994.00

*** A.P.'s new contract total \$14,409,675.67 (changes 1-3)

9/8/20: Forwarding Construction Management payment in the amount of \$44,416.89 to CME (invoice #0266665), in connection with Cooper Street Access (TIGER) project.

9/8/20: Please pay the following Construction Management invoices to Pennoni Associates, in connection with Cooper's Poynt Road Reconstruction (TIGER) project:

	TOTAL PAY	\$334,750.00
•	Invoice #12 in amount of	\$ 47,815.00
•	Invoice #11 in amount of	\$ 53,575.00
•	Invoice #10 in amount of	\$123,495.00
•	Invoice #9 in amount of	\$ 54,610.00
•	Invoice #8 in amount of	\$ 55,255.00

8/25/20: Transmitting Construction Management payment to CME, in connection with Cooper Street Access (TIGER) project:

TOTAL PAY	\$88,938.14
<i>G</i> -19-650-901	<u>\$35,485.20</u>
<i>G</i> -19-710-901	\$53,452.94

7/28/20: Please pay Construction invoice #6 in the amount of \$1,261,042.56 to A.P. Construction, Inc., for the Cooper's Poynt Road Reconstruction (TIGER) project.

7/27/20: Transmitting Construction invoice #1 in the amount of \$232,186.65 to Charles Marandino, LLC, for the Cooper Street Pedestrian Access (TIGER) project.

7/24/20: Forwarding Construction invoice #5 in the amount of \$1,312,993.42 to A.P. Construction, Inc., for the Cooper's Poynt Road Reconstruction (TIGER) project.

7/1/20: Please pay invoice #2107 in the amount of \$11,764.89 to Cooper's Ferry Partnership, for Project Management in connection with the TIGER project.

6/10/20: Council approval is requested for the following in connection with Construction Management & Administration of the TIGER project:

- Accept updated wage and overhead rates for contract #03-19-121s, for CME
- Accept updated wage and overhead rates for contract #03-19-122s, for Pennoni Assoc.

6/10/20: Seeking Council approval for Change Order #1 in the amount of \$44,287.97 with A.P. Construction, Inc., contract #03-19-131. Due to increases in as-built quantities resulting from existing field conditions a change order is necessary, and will result in contract increase.

6/8/20: Transmitting invoice #2093 in the amount of \$15,542.06 for CFP, for Project Management in connection with the TIGER project.

6/3/20: Transmitting Construction invoice #4 in the amount of \$926,076.91 to A.P. Construction, Inc., for the Cooper's Poynt Road Reconstruction (TIGER) project.

5/13/20: Forwarding Construction invoice #3 in the amount of \$247,516.99 to A.P. Construction, Inc., for the Cooper's Poynt Road Reconstruction (TIGER) project.

5/12/20: Please pay the following invoices for Professional Services in connection with the project:

- Invoice #7 to Pennoni (Cooper's Poynt), in the amount of \$47,680.00 P.O. #19-01961
- Invoice #0408T189-6 to R&V (Pre-Performance), in the amount of \$440.00 P.O. #19-01843
- Invoice #0257449 to CME (Cooper Street), in the amount of \$1,315.54 P.O. #19-01960

4/22/20: Transmitting invoice #0255569 in the amount of \$2,803.31 to CME, for Construction Management & Administration in connection with the TIGER project.

4/22/20: Transmitting invoice #0255877 in the amount of \$2,397.19 to CME, for Construction Management & Administration in connection with the TIGER project.

4/22/20: Transmitting invoice #0257079 in the amount of \$1,698.86 to CME, for Construction Management & Administration services in connection with the TIGER project.

3/2/20: Please pay invoice #2041 in the amount of \$13,079.72 to CFP for Project Management in connection with the TIGER project.

2/25/20: Submitting the following CM & Administration invoices to Pennoni, for work in connection with the Cooper's Poynt Road Reconstruction (TIGER) project:

- Invoice #5 in the amount of \$50,285.00
- Invoice #6 in the amount of \$48,270.00

TOTAL \$98,555,00

2/19/20: Forwarding Construction invoice #2 in the amount of \$292,020.11 to A.P. Construction, Inc., for the Cooper's Poynt Road Reconstruction (TIGER) project.

2/12/20: Transmitting Construction invoice #1 in the amount of \$346,035.98 to A.P. Construction, Inc., for the Cooper's Poynt Road Reconstruction (TIGER) project.

2/5/20: Please pay the following CM & Administration invoices to CME, in connection with the project:

- Invoice #0248606 in amount of \$1,004.97
- Invoice #0249407 in amount of \$4,735.55
- Invoice #0251167 in amount of \$4,507.79
- Invoice #0252503 in amount of \$9,589.51
- Invoice #0252801 in amount of \$2,593,23
- Invoice #0254086 in amount of \$3,410.41

TOTAL \$25,841.46

1/28/20: Forwarding invoice #4 to Pennoni in the amount of \$53,645.00 for CM & Administration of Cooper's Poynt (TIGER) project.

1/17/20: Forwarding the following invoices to R&V for Pre-Performance work in connection with TIGER project:

- Invoice #0408T189-4 in amount of \$202.00
- Invoice #0408T189-5 in amount of \$1,787.94

TOTAL \$1,989,94

12/16/19: Please pay invoice #3 to Pennoni in the amount of \$74,965.00 for Construction Management & Administration of Cooper's Poynt (TIGER) project.

12/16/19: Please pay invoice #0247450 in the amount of \$5,726.48 to CME for Construction Management & Administration of Cooper Street Access (TIGER) Project.

11/13/19: Transmitting invoice #1952 in the amount of \$15,901,72 to CFP for Project Management in connection with the TIGER project.

10/28/19: Forwarding the following CM payments in connection with the Cooper's Poynt section of TIGER project:

- Payment #1 to Pennoni in amount of \$ 1,305.00
- Payment #2 to Pennoni in amount of \$17,710.00
 TOTAL \$19,015,00

10/22/19: Please pay invoice #0408T189-3 in the amount of \$5,304.00 to Remington & Vernick, for Pre-Performance work in connection with the TIGER project.

2/12/19: Transmitting invoice #1797 in amount of \$16,002.77 to CFP for Project Management in connection with the TIGER grant.

2/11/19: Seeking Council approval to award a \$46,948.00 Professional Services contract to Remington & Vernick Engineers for Engineering Services (Performance Reporting) in connection with the TIGER project.

6/28/18: Transmitting invoice #1630 in amount of \$15,124.91 to CFP for Project Management in connection with the TIGER grant.

2/7/18: Council approval is requested at the Next Scheduled meeting authorizing execution of a Memorandum of Agreement between the City of Camden, Federal Highway Administration (FHWA), and The NJ Historic Preservation Office (SHPO) in connection with the Cooper Street Traffic Improvements portion of the TIGER grant. * See attached memo from CFP dated January 4, 2018.

2/1/18: Forwarding invoice #1522 in the amount of \$5,395.78 to CFP for Project Management in connection with TIGER Grant.

12/7/17: Forwarding invoice #1499 in the amount of \$24,087.25 to CFP for Project Management in connection with TIGER Grant.

9/18/17: Processing Project Management payments 1 & 2 (invoices #1343 & 1434) in amount of \$14,516.58 to CFP.

Project Limits: TO BE DETERMINED

Street From To

Timelines: pending

Problem Areas/Recommendations: Pending

Cabinet #	Drawer#
Capital Impr (1)	Capital Impr (1)



JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J., McCLELLAND, PE, PP, CME
GREGORY R, VALESI, PE, PP, CME

TIM W. GILLEN, PE, PP, CME (1991-2019)
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J, HESS, PE, PP, CME

April 22, 2021

Orion Joyner, PE, CME
City Engineer
Department of Planning and Development
Division of Capital Improvements and Project Management
520 Market Street, City Hall
Camden, New Jersey 08101

Re: Cooper Street Pedestrian Access Project City of Camden, Camden County, NJ

Dear Mr. Joyner:

As previously discussed, please accept this request for additional professionals' services budget for the above referenced project. As you are aware, the project generally consists of pedestrian improvements on Cooper Street between Delaware Avenue and Haddon Avenue. Improvements include removal and replacement of handicap ramps, upgrading of traffic and pedestrian signals, installation of traffic striping, and the upgrading of the center medians between 4th Street and Haddon Avenue.

From the commencement of the project, there have been a substantial amount of design changes required to address actual field conditions. Nearly every curb ramp, proposed traffic signal and the curbed median required major re-design in order to allow for their proper construction.

In addition to the design changes, the contract time has been extended due to both the winter shutdown and delays incurred due to PSE&G response time. The project was originally due to be completed August 12, 2020, but was initially extended 56 days with a new completion date of October 7th. Due to the PSE&G delays and winter weather, additional extensions were required which resulted in the contract being extended to March 16 2021. The punch list work remains to be completed by the contractor, Charles Marandino, LLC, and closeout paperwork is still required to finish the project.

Based on the above, we respectively request an increase in our professional's services budget based on the increase in man-hours needed to see the project through to completion. Our scope of work will continue to be per the original RFP and contract award. Our additional fee request is \$17,586.61 based on the enclosed man-hour budget sheet.

SNCily of Camden\Proposals\21-03-31 Cooper Street Addition Fee Estimate.docx



Orion Joyner, PE, City Engineer

Re: Cooper Street Pedestrian Access Project

Fee Estimate for Additional Professional Engineering Services

April 22, 2021 Page 2

Kd D'Armhunde for

We thank you for this continued opportunity to continue working with the City. Should you have any questions concerning this matter, please do not hesitate to contact me.

Very truly yours, CME Associates

James Winckowski, PE, CME

Senior Project Manager

Enclosure (Budget Estimate)

Cc: Joe Myers - Cooper's Ferry Partnership

Kathy Cullen - Cooper's Ferry Partnership

COOPER STREET PEDESTRIAN ACCESS PROJECT CITY OF CAMDEN, CAMDEN COUNTY



March 31, 2021 Additional Fee Request for Construction Management and Administration Services

CME Associates

										The state of the s	
0,004.04		*		\$ 922.88	360.00 \$ 1,131,76 \$ 4,320.00	1,131.76	360.00	120.00 \$	¢s	SUBTOTAL ENGINEERING FEES	
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120			-	c c		16				Meetings & Site Visits	A 2
27.0				24		12				A.1 Construction Management	A 1
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Subtotal	n/a	MBE Inspector	Engineer I	Lead Engineer	Lead Inspector	Resident Engineer	Project Manager	Senior Manager/ Principal	Senic	DESCRIPTION	TASK
									-		

B. No e	3. Proje weeks. 4. No re 5. The a Degree	2. Baser remaloir actual n	1. Direct	NOTES				1	1		A 3	Α2))	Section Branch
B. No escalation factor is proposed.	 Project oversight was calcuated based on the adjusted contract length of 269 calendar days, which was appraimately 38 weeks. We are budgeting 10 hours oversight weekly for 16 more weeks totaling 160 hours No reimbursable expenses (mileage, printing, etc.) are to be sought. The attached Fixed Fee Calculation form indicates a fee factor of 18% based on the project Size, Complexity, Duration, and Degree of Risk. We have utilized a fee factor of 18% for this project. 	 Based on the items remaining to complete the project, including PSE&G improvements, we anticipate 6-8 weeks of work remaining. The amount budgeted includes 8 weeks worth of inspection time. Please note that actual costs will be dependent on actual number of days work is performed by the contractor. 	 Direct Labor rate shown is the estimated average direct salary rate of the employees proposed for given Labor Classification. Billing will be on actual direct salary of individuals utilized for the project. 			The state of the s	SUBTOTAL ENGINEERING FEES	DIRECT LABOR RATE*	TOTAL HOURS		Construction Inspection	Meetings & Site Visits	Construction Management	
	ngth of 269 calendar da eks totaling 160 hours et. 18% based on the proje	SE&G improvements, von time. Please note that	of the employees prop ect.				120.00	\$ 60.00	2	11.1.1	2			
	ys, which was appra	ve anticipate 6-8 wee at actual costs will be	osed for given Labor				\$ 360.00	\$ 60.00	6		6			
,	imately 38 Duration, and	eks of work e dependent on	r Classification.				\$ 1,131,76 \$	\$ 40,42 \$	28			16	12	
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15% Profit \$	AT S			133.90% \$	0% \$		63		0					
2,293.91	8,438.06 16,292.70				8,438,06		6,854.64		228		oc	124	200	3

TOTAL ESTIMATED FEE \$

17,586.61

RESOLUTION AUTHORIZING AMENDMENT #7 TO CONTRACT #03-19-130 WITH CHARLES MARANDINO, LLC FOR CONSTRUCTION SERVICES RELATED TO THE CAMDEN CONNECTIONS FOR THE COOPER STREET PEDESTRIAN ACCESS (TIGER) PROJECT

WHEREAS, the Council of the City of Camden by Resolution R-28 (MC-19:6826) dated March 12, 2019 awarded a contract (#03-19-130) to Charles Marandino, LLC for construction services related to the Camden Connections for the future grant for the Cooper Street Pedestrian Access Project (TIGER GRANT); and

WHEREAS, the contract price set forth in Resolution R-28 as aforesaid was for Two Million Four Hundred Seventy-Five Thousand Three Hundred and Twenty-Six Dollars (\$2,475,326.00); and

WHEREAS, the Council of the City of Camden by Resolution (MC-7890) dated March 9, 2021 amended contract #03-19-130 with Charles Marandino, LLC by amendment #1 to increase the amount by TWO HUNDRED EIGHTY-SEVEN THOUSAND FOUR HUNDRED SIXTY-NINE DOLLARS (\$287,469.00) due to increases in as-built quantities resulting from existing changes related to field conditions; and

WHEREAS, the Council of the City of Camden by Resolution (MC-7891) dated March 9, 2021 amended contract #03-19-130 with Charles Marandino, LLC by amendment #2 to decrease the amount by ONE HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED SEVENTY-ONE DOLLARS (-\$138,671.00) due to quantity adjustments of installation methodology of concrete curb; and

WHEREAS, the Council of the City of Camden by Resolution (MC-7892) dated March 9, 2021 amended contract #03-19-130 with Charles Marandino, LLC by amendment #3 to increase the amount by ONE HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED EIGHTY-NINE DOLLARS (\$166,689.00) due to installation of handicap ramps, roadway restoration, installation of gates and other associated work; and

WHEREAS, the Council of the City of Camden by Resolution (MC-7893) dated March 9, 2021 amended contract #03-19-130 with Charles Marandino, LLC by amendment #4 to decrease the amount by THIRTY THOUSAND SEVEN HUNDRED DOLLARS (-\$30,700.00) due to modified tree installation, substitution tree pits and other associated work; and

WHEREAS, the Council of the City of Camden by Resolution (MC-7942) dated April 13, 2021 amended contract #03-19-130 with Charles Marandino, LLC by amendment #5 in the amount by NINETY-SIX THOUSAND TWO HUNDRED ONE DOLLAR AND FIFTY CENTS (\$96,201.50), due to an increase in quantities adjustment needed; and

WHEREAS, the Council of the City of Camden by Resolution (MC-7943) dated April 13, 2021 amend contract #03-19-130 with Charles Marandino, LLC by amendment #6 to decrease the amount by TWO HUNDRED SIXTY-SIX THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS AND EIGHTY-EIGHT CENTS (-\$266,225.88) due to quantity adjustments; and

WHEREAS, it is now necessary to further amend contract #03-19-130 with Charles Marandino, LLC by amendment #7 to decrease the amount by FIVE THOUSAND THREE HUNDRED FORTY-EIGHT DOLLARS AND EIGHTY-EIGHT CENTS (-\$5,348.88) due to quantity adjustments; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that contract #03-19-130 with Charles Marandino, LLC, be amended by amendment #7 to decrease the amount by FIVE THOUSAND THREE HUNDRED FORTY-EIGHT DOLLARS AND EIGHTY-EIGHT CENTS (-\$5,348.88), making the total amount of the contract an amount not to exceed TWO MILLION FIVE HUNDRED EIGHTY-FOUR THOUSAND SEVEN HUNDRED THIRTY-NINE DOLLARS AND SEVENTY-FOUR CENTS (\$2,584,739.74).

BE IT FURTHER RESOLVED, that pursuant to <u>N.J.S.A.</u> 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: May 18, 2021

The above has been reviewed and approved as to form.

MacOo Basse MICHELLE BANKS-SPEARMAN

City Attorney

CURTIS JENKINS President, City Council

ATTEST:

LUIS PASTORIZA Municipal Clerk

CITY OF CAMDEN

CITY COUNCIL REQUEST FORM

WALK-ON!!

	Council Meeting Date: May 11, 2021
TO: Jason J. Asuncion, Esq., Business Admir DATE: May 10, 2021 FROM: Orion Joyner Department Making Request: PLANNING & DEVE	
	on authorizing Change Order #7 to Contract #03-19- the Cooper Street Pedestrian Access (TIGER) project.
	2019, Council authorized the award of a Construction
	the Cooper Street Pedestrian Access (TIGER) project.
Due to price adjustments of concrete cylinders, a cha	<u> </u>
decrease. APPROPRIATION ACCOUNT(S): N/A	
AMOUNT: Original Contract Amount Change Order #1	\$2,475,326.00 287,469.00
Change Order #1 Change Order #2	(138,671.00)
Change Order #3	166,689.00
Change Order #4	(30,700.00)
Change Order #5	96,201.50
Change Order #6	(266,225.88)
Change Order #7	<u>(5,348.88)</u>
New Contract Amount Waiver Request Form Attached for State D	\$2,584,739.74
	pes Requiring Advice and Consent of Governing Body, Form "D" - pes, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract pel Ordinance Date Signature
	<u>Date</u> <u>Signature</u>
Approved by Relevant Director:	
Approved by Grants Management: $\frac{5}{100}$	(15 Applicable)
Approved by Finance Director:	13/11
Approved by Purchasing Agent:	3/201 Salafah CX
Approved by Business Administrator: \leq	14-21 Jason J. asincian
Received by City Attorney:	
(Name) Please Print	(Extension #)
Prepared By: Tytanya Ray	7680
Contact Person: Orion Joyner	7680
Please note that the Contact Person is the point person for providin	g pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

STATE OF NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF LOCAL GOVERNMENT SERVICES CONTRACT REQUEST FORM

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

City of Camden
Change Order #7
Charles Marandino, LLC
Change Order #7. Decreasing contract #03-19-130 by \$5,348.88 in connection with the Cooper Street Pedestrian Access (TIGER) project.
NOT ENCUMBERING FUNDS (change order #7)
N/A
Yes
N/A
No
moranda or evaluation forms used to evaluate the vendors and a list of stated with each bidder. please have the appropriate personnel sign the certification on page 2
Date
Date nature

^{*}For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

The Chief Financial Officer	affirms that there is adequate i	funding available for this personnel action.
Cooper Street Pedestrian Ac	ccess (TIGER) funding Source	for this action 11/2
		•
Chief Financial Officer Sign	nature	
I certify that the vendor sele	ected is in compliance with the	adopted Pay to Play Ordinance and that the vendor
•	ons with respect to campaign c	~ * *
4/19	Z.	Date 5/13/2021
Certifying Officer		,
For LGS use only:		
() Approved	() Denied	
	Date	
Director or Designee,		
Division of Local Governm	ent Services	
Number Assigned		

Department: Development & Planning - Capital Improvements

Grant Administrator: Tytanya Ray Grant Administrator #: 757-7628

Project Name:			TIGER GRANT #9			
Grant/Funding Agency Program:		USDOT – Federal Highway Administration (FHWA)				
Grant Federal CFDA or State GIMS Number:		20.933				
City Contract Date:			pending	City Contract #:		
Application Resolution #:				Appropriation Code :		0-901; G-19- ; C-19-725-999
Funding Source:		Federal Highway Administration				
Pass Through: circle one	Y DR	? N	Source:	NJDOT		
Amount of Grant:		\$16.2 MILLION				
Local Match: circle one	Y OR	! N	Cash:	\$5,017,030	In- Kind:	
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:			
Term of Grant: 7.12.18		3 – 9.30.22	Location of Activity:			
Date of Analysis: 5.13.20		021	Reviewed By:	Kelly Mobley		

Summary:

13-May-21: The Department of Planning and Development-Division of Capital Improvements is processing the following resolutions for City Council Authorization:

Charles Marandino LLC Amendments to Contract #03-19-130

Change Order #7 - \$5,348.88 Requesting council authorization to decrease the amount of the contract due to price adjustments for concrete cylinders.

AP Construction Amendments to Contract #03-19-131

Change Order #12 - \$18,252.00 Requesting council authorization <u>to increase</u> the amount of the contract by \$18,252.00 due to an increase of quantities needed. PR C2100685 appropriation code #C-19-725-999

CME Associates LLC Amendments #03-19-121s

Amendment #2 - \$17,586.61 Requesting council authorizing amendment #2 due to changes related to field conditions which will result in a contract increase. PR C2100669 appropriation code #C-19-725-999.

06-May-21: The Department of Planning and Development– Division of Capital Improvements is processing the following payments for Charles Maradinao, LLC for construction services rendered in connection with the TIGER Project – Cooper Pedestrian Access Project:

Application #7: \$118,572.15 appropriation G-19-710-901; **Application # 8:** \$152,900.88 (appropriation G-19-710-901 - \$135,932.96 and appropriation G-19-650-901 - \$16,967.92;

Application #9 \$209,226.87 appropriation G-19-650-901; **Application #10 \$108,845.59** appropriation G-19-650-901 and **application #11 \$35,757.78** appropriation G-19-650-901 28-Apr-21: The Department of Planning and Development– Division of Capital Improvements is processing the following purchase requisitions which increases have already been approved by

City Council:

Charles Marandino LLC

Change Order #3 - \$166,689.00

Change Order #5 - \$96,201.50

AP Construction

Change Order #6 - \$1,417,933.40

Change Order #8 - \$322,983.00

Change Order #10 - \$193,208,08

Change Order #11 - \$1,483,765.03

Pennoni Associates

Amendment#1 - \$74,600.00

28-Apr-28: The Department of Planning and Development– Division of Capital Improvements is processing payment #11a (Application 11 a – changer order #5) for the Cooper's Poynt Reconstruction portion of the TIGER grant for AP Construction (contractor) in the amount of \$845,557.31 - appropriation code #G-19-710-901

22-Apr-21: The Department of Planning and Development – Division of Capital Improvements is processing application #6 for Charles Marandino, LLC for the Cooper Street Pedestrian Access Project in the amount of \$13,321.93. **Total payable:** \$13,321.93 **Utilizing appropriation code:** G-19-710-901 (total payment \$13,593.80 minus 2% retainage of \$271.87 = \$13,321.93)

25-Mar-21: The Department of Planning and Development – Division of Capital Improvements is processing application #5 for Charles Marandino, LLC for the Cooper Street Pedestrian Access Project in the amount of \$57,091.27. **Total payable:** \$57,091.27

25-Mar-21: The Department of Planning and Development– Division of Capital Improvements is processing the following invoices in connection with the TIGER Proect. Specifically, the invoices are for Pennoni Associates, Inc. for construction management and administration of the Cooper Street Access Project utilizing appropriation #G-19-710-901 total \$192,170.00

- a. Invoice# 1039230 in the amount of \$37,825.00 for services rendered through 8/31/2020 (application #13)
- b. Invoice #1043994 in the amount of \$30,780.00 for services rendered through 9/30/2020 (application #14)
- c. Invoice #1051214 in the amount of \$71,025.00 for services rendered through 11/30/2020 (application #15)
- d. Invoice #1056002 in the amount of \$30,650 for services rendered through 12/31/2020 (application #16)
- e. Invoice #1059559 in the amount of \$21,890.00 for services rendered through 1/31/2021 (application #17)

25-Mar-21: The Department of Planning and Development – Division of Capital Improvements is processing certificate #12 for AP Construction – Cooper's Poynt Reconstruction in the amount of \$813,039.72. Invoice was adjusted from \$822,159.60 (change order items were deleted and will be paid with the new purchase order). **Total payable:** \$813,039.72

17-Feb-21: The Department of Planning and Development – Division of Capital Improvements is processing the following certificates for AP Construction – Cooper's Poynt Reconstruction:

- Change Order #2 payment 8a: \$1,375,508.11 (from Certificate #8)
- Change Order #2 payment 9a: \$87,348.38 (from Certificate #9)
- Change Order #2 payment 10 partial: \$97,960.80 (from Certificate #10)
- Certificate #10 (partial): #\$695,291.50

14-Jan-21: The Department of Planning and Development – Division of Capital Improvements is processing the following certificates for the Cooper Street Pedestrian Access Project utilizing PO 20-00492.

a. Certificate #3 - \$374,550.58

b. Certificate #4 - \$420,614,31

Total: \$795,164.89

17-Dec-20: The Department of Planning and Development– Division of Capital Improvements is processing the following invoices in connection with the TIGER Program. Specifically, the invoices for AP Construction for Cooper's Poynt Road Reconstruction utilizing appropriation #G-19-710-901

f. AP Construction Certificate #8 in the amount of \$808,210.96

g. AP Construction Certificate #9 in the amount of \$601,880.88

Total: \$1,410,091.84

17-Dec-20: The Department of Planning and Development– Division of Capital Improvements is processing the following invoices for CME Associates for construction management services rendered in connection with the Cooper Street Access Project (TIGER).

1. Invoice #0264746 for services rendered through July 2020: \$5,635.05

2. Invoice #0265410 for services rendered through August 2020: \$4,385.72

3. Invoice #0268512 for services rendered through September 2020: \$3,283.41

Total amount: \$13,304.18

1-Dec-20: The Department of Planning and Development – Division of Capital Improvements is seeking council authorization to amend contract #03-19-131 with AP Construction in connection with the Cooper's Poynt Road Reconstruction Project (see modification agreement from the state for both change orders:

- Change Order #4 adjustment in quantities resulting in a decrease in the original contract amount. Total reduction to contract: \$1,374,788.26
- Change Order #5 adjustment in quantities resulting in an increase in the contract.
 Change Order required new encumbrance of funds totaling \$865,331.59. (PR #21-00735)

17-Nov-20: The Department of Planning and Development– Division of Capital Improvements is processing payment #7 in the amount of \$1,006,060.73 for AP Construction utilizing appropriation code #G-19-710-901 for construction cost for the Cooper's Poynt Road Construction part of the TIGER Project. There was a \$26,884.34 adjustment to the request. These items represent change order items. The Department is also processing application #2 in the amount of \$188,536.83 for Charles Marandino, LLC for the Cooper Street Pedestrian Access Road construction part of the TIGER Project.

5-Nov-20: The Department of Planning and Development – Division of Capital Improvements is processing change order #2 for contract #03-19-131 with AP Construction Inc for services to be performed in connection with Cooper's Poynt Road Reconstruction. Due to unforeseen circumstances (see attached construction memo); additional work will be required and has resulted in an increase in the contract amount. Change order # 2: \$1,645,443.70. New contract amount: \$15,527,669.67

The Department is also seeking council authorization to amend contract #03-19-131 with AP Construction in connection with the Cooper's Poynt Road Reconstruction Project. Due to adjustments of quantities not needed (see construction memo and change order request) there will be a decrease in the contract amount. These changes affect the original purchase order and not the newly encumbered amount. New contract amount: \$14,409,675.67.

10-Sept-20: The Department of Planning and Development – Division of Capital Improvements is processing purchase order 19-01961 for Pennoni Associates, Inc. for construction management and administrative services for the Coopers'Poynt Road Reconstruction Project (TIGER Grant). This invoice represents applications 8 – 12 in the amount of \$334,750.00 (Invoice 8 = \$55,255.00;

Invoice 9 = \$54,610.00; Invoice 10 = \$123,495.00; Invoice #11: \$53,575.00; and Invoice #12 = \$47,815.00.

Also processing purchase order #19=01960 for CME Associates for construction management and administrative services for the Cooper Street Access Project (TIGER). Invoice #0266665 \$44,416.89.

27-Aug-20: The Department of Planning and Development – Division of Capital Improvements is processing purchase order 19-01960 for CME Associates in the amount of \$88,938.14 for construction management services in connection with the Cooper Street Access Project (TIGER). This payment constitutes payments 12-18. Invoice #0259060: \$17,961.33 (services rendered through April 10th); invoice #0259787: \$13,263.58(services rendered through April 24th); invoice #0260952: \$10,619.80 (services rendered through May 8th); invoice #2060965 \$11,113.94(services rendered through May 22nd); invoice #0262449: \$10,971.68 (services rendered through June 5th); invoice #0263187: \$16,823.51(services rendered through June 26th); and invoice #0263952 \$8,184.30(services rendered through July 10th)

Please note that the funds will be utilized from two line items:

G-19-701-901: \$53,452.94 G-19-650-901: \$35,485.20

5-Aug-20: The Department of Planning and Development- Division of Capital Improvements is processing payment #6 in the amount of \$1,261,042.56 for AP Construction utilizing appropriation code #G-19-710-901 for construction cost for the Cooper's Poynt Road Construction part of the TIGER Project.

30-Jul-20: The Department of Planning and Development– Division of Capital Improvements is processing payment #1 (Application 1) for the Cooper Street Pedestrian Access Rd. portion of the TIGER grant for Charles Marandino LLC (contractor) in the amount of \$232,186.65.

10-June-20: The Department of Planning and Development– Division of Capital Improvements is processing council authorization to amend contract #03-19-131 between the City and AP Construction in the amount of \$44,287.97 in connection with the Cooper's Poynt Road Reconstruction (TIGER) Project. Processing #20-02071 utilizing appropriation code G-19-710-901. Also processing resolutions to accept updated wage and overhead rates for Pennoni and CME.

The Department is processing payment #4 for AP Construction in the amount of \$926,076.91 utilizing appropriation code #G-19-710-901. (application #4 for Cooper's Poynt Road Reconstruction)

14-May-20: The Department of Planning and Development– Division of Capital Improvements is processing the following invoices in connection with the TIGER Program. Specifically, the invoices are for CME Associates and Pennoni for construction management and administration of the Cooper Street Access Project and Cooper's Poynt Road Reconstruction Project and AP Construction for Cooper's Poynt Road Reconstruction utilizing appropriation #G-19-710-901

- h. CME: Invoice #0257449 in the amount of \$1,313.54 for services rendered through 3/6/20.
- i. Pennoni Invoice #1016496 in the amount of \$47,680.00 for services rendered through 3/8/20
- j. AP Construction Certificate #3 in the amount of \$247,516.99

28-Apr-20: The Department of Planning and Development– Division of Capital Improvements is processing the following invoices in connection with the TIGER Program. Specifically, the invoices are for CME Associates for construction management and administration of the Cooper Street Access Project utilizing appropriation #G-19-710-901 total \$6,899.36

- k. Invoice #0255569 in the amount of \$2,803.31 for services rendered through 1/24/20.
- I. Invoice #0255877 in the amount of \$2,397.19 for services rendered through 2/8/20
- m. Invoice #0257079 in the amount of \$1,698.86 for services rendered through

2/22/20

25-Feb-20: The Department of Planning and Development– Division of Capital Improvements is processing Invoice #5 and #6 for Pennoni Associates for professional services in conjunction with the Cooper's Poynt Road Construction Project. (Invoice #5: \$50,285.00 and Invoice #6: \$48,270.00) Total request: \$78,555.00. Utilize appropriation code #G-19-710-901

19-Feb-20: The Department of Planning and Development– Division of Capital Improvements is processing the second invoice against PO#20-00628 for AP Construction in the amount of \$292,020.11 for work performed at Cooper's Poynt (Application #2). Utilize appropriation code #G-19-710-901

13-Feb-20: The Department of Planning and Development– Division of Capital Improvements is processing the first invoice against PO#20-00628 for AP Construction in the amount of \$346,035.98 for work performed at Cooper's Poynt (Application #1). Utilize appropriation code #G-19-710-901 5-Feb-20: The Department of Planning and Development– Division of Capital Improvements is processing the first invoice against PO#19-01960 for CMW Associates for professional services rendered through 12/18/19 for Cooper Street Pedestrian Access Project. Invoice #0248606 \$1,004.97; #0249407 \$4,735.55; #0251167 \$4,507.79; #0252503 \$9,589.51;#0252801 \$2,593.23; and #0254086 \$3,410.41 Billings were for meetings, site visits and construction management. Total Amount: \$25,841.46 please charge to G-19-710-901.

17-Dec-19: The Department of Planning and Development– Division of Capital Improvements is processing the first invoice against PO#19-01960 for CMW Associates for professional services rendered through 8/23/19 for Cooper Street Pedestrian Access Project. Invoice #0247450. Billings were for meetings, site visits and construction management. Amount: \$5,726.48 please charge to G-19-710-901.

Also processing the 3rd payment against PO #19-01961 for Pennoni Associates in the amount of \$74,965.00. Work performed is for Resident Engineer/Inspections through 10/27/19. 28-Oct-19: The Department of Planning and Development– Division of Capital Improvements is processing Invoice #1 and #2 for Pennoni Associates for professional services in conjunction with the Cooper's Poynt Road Construction Project.(Invoice #: \$1,305.00 and Invoice #2: \$17,710.00) 1-June-19: The Department of Planning and Development– Division of Capital Improvements is seeking council authorization to amend Resolution MC-18-6598. The City of Camden in cooperation with FHWA is seeking to amend their agreement to include subcontracts that were awarded by the City. Contracts to be added include: Consulting and Municipal Engineers (CME) for \$186,471.56; Pennoni for \$844,660; Charles Maradino, LLC for \$2,475,326; AP Construction for \$13,837,138 and PSEnG for \$315,379.44. The City needs to amend Article II – II.2 Key Personnel – removing Uzo Ahirarakwe as City Engineer and amend Orion Joyner to City Engineer.

5-Mar-19: The Department of Planning and Development – Division of Capital Improvements is processing the following purchase requisitions #19-01401 (CME - \$186,471.56); #19-01405 (Charles Maradnino LLC - \$2,475,326); #19-01410 (Pennoni Associates, Inc.); #19-01411 (AP Construction \$13,837,138). These contracts were awarded through a competitive bidding process. (Resolutions were walked on by title.

The City of Camden was awarded \$16.2 million from the FY 2016 TIGER Discretionary Grant for the purpose of constructing the 7th Street Gateway Streetscape Enhancement project that will include street grading and resurfacing, curbs, sidewalks, ADA accessible ramps, lighting, bicycle lanes, trash receptacles, street trees and green infrastructure.

The resolution authorizing the City to accept and make an emergency appropriation in the amount of \$16.2.Million Also, processing a resolution to authorize a grant agreement between the Federal Highway Administration (FHWA) and the City of Camden for the "Camden Connections for the Future" TIGER Grant.

Matching funds: NJEDA Recovery Board (ERB) \$2,517,030; Local Funds (City) \$2,500,000

<u>Project Limits</u>: Cooper Street traffic improvements and Cooper's Poynt road reconstruction project.

Time Lines: Quarterly reporting will be required; at the end of each agreement year – submission of an Annual Budget Review and Program Plan will be due within 60 days of the end of the year; closeout reports are due 90 days after the period of performance (SF-425); Interim Performance measure reports are required as well as project outcome reports. Project should be completed by September 30, 2022.

Problematic Areas/Recommendations: TIGER Grant \$16.2Million

Department:

Planning & Development

Revised: 5/10/2021

Capital Improvements/Project Management

Grant Administrator: Tytar			C. Ray	Grant Administrator #: 757-7628			
Grant/Project Name:		TIGER (Transportation Investments Generating Economic Recovery) Camden Connections for the Future					
Grant #:		G-19-710-901 G-19-650-901					
City Contract Date:				City Contract #:	11-16-164		
Application Resolution #:			, .	Appropriation Code #:	7-01-661-906 9-01-661-906		
Funding Source:		Vai	Various				
Pass Through:	У	N	Source:				
Amount of Grant:		\$198,227.76 Project Mgmt (CFP) \$46,948.00 Engineering/Performance Reporting (R&V)					
Local Match:	У	2	Cash:		In- Kind		
Budget Insertion Resolution # & Date:		1		Accepting Grant Resolution # MC:	Pending		
Term of Grant:		Pending		Location of Activity:	Pending		
Date of Analysis:		5/10/21		Reviewed By:	Tytanya C. Ray		

Summary: 5/10/2021: In connection with the Cooper Street Pedestrian Access (TIGER) project the following are requested for Council approval:

- Change Order #7 to Construction contract #03-19-130 for Charles Marandino. A deduct in amount of \$5,348.88
- Amendment #1 to Construction Management contract #03-19-121s for CME Associates. An increase in amount of \$17,586.61

5/4/2021: Forwarding invoice #2198 in the amount of \$21,563.30 to Cooper's Ferry Partnership, for Project Management in connection with the TIGER project.

5/4/2021: Transmitting invoice #11 to Charles Marandino, LLC, in amount of \$35,757.78 for work in connection with the Cooper Street Pedestrian Access (TIGER) project. To be paid from account G-19-650-901.

5/4/2021: Forwarding invoice #10 to Charles Marandino, LLC, in amount of \$108,845.59 for work in connection with the project. To be paid from account G-19-650-901.

5/4/2021: Please pay invoice #9 to Charles Marandino, LLC, in amount of \$209,226.87 for work in connection with the Cooper Street Pedestrian Access (TIGER) project. To be paid from account G-19-650-901.

5/4/2021: Forwarding invoice #8 to Charles Marandino, LLC, in amount of \$152,900.88 in connection with the Cooper Street Pedestrian Access (TIGER) project. To be paid from following accounts:

• G-19-710-901 \$135,932.96 • G-19-650-901 \$16,967.92 TOTAL PAY \$152,900.88

5/4/21: Forwarding pay invoice#7 to Charles Marandino, LLC, in amount \$118,572.15 for work in connection with Cooper Street Pedestrian Access (TIGER) project. To be paid from account G-19-710-901.

4/26/2021: Transmitting payment #11a to A.P. Construction in amount of \$845,557.31 for work in connection with the Cooper's Poynt Reconstruction (TIGER) project. Payment represents change order #5 items & being charged to P.O. #21-01415.

4/20/2021: Please pay invoice #6 to Charles Marandino, LLC, in amount of \$13,321.93 for work in connection with the Cooper Street Pedestrian Access (TIGER) project. To be paid from account G-19-710-901.

4/12/2021: Transmitting construction invoice #5 to Charles Marandion, LLC, in amount of \$57,091.27 for work in connection with the project. To be paid from account G-19-710-901,

3/23/2021: Transmitting the following Construction Management invoices to Pennoni Associates, in connection with the Cooper's Poynt Road Reconstruction (TIGER) project:

Invoice #13 in amount of \$37,825.00
 Invoice #14 in amount of \$30,780.00
 Invoice #15 in amount of \$71,025.00
 Invoice #16 in amount of \$30,650.00
 Invoice #17 in amount of \$21,890.00
 TOTAL PAY \$192,170.00

3/22/2021: Forwarding invoice #12 in amount of \$813,039.72 to A.P. Construction, in connection with the Cooper's Poynt Road Reconstruction (TIGER) project.

3/17/2021: Please pay invoice #11 to A.P. Construction in connection with the Cooper's Poynt Road Reconstruction (TIGER) project.

P.O. #20-00638 \$389,340.57
 P.O. #21-01303 \$1,853.58
 TOTAL \$391,194.15

3/1/21: Transmitting the following Council Action Requests as a walk-on for the March 9, 2021 meeting, in connection with the TIGER project:

COOPER STREET PEDESTRIAN ACCESS

- Amendment #1 for CME for Construction Management & Administration in amount of \$36,252.30
- Change Order #1 for Charles Marandino for Construction, an increase in amount of \$287,469.00
- Change Order #2 for Charles Marandino for Construction, a decrease in amount of \$138,671,00

- Change Order #3 for Charles Marandino for Construction, an increase in amount of \$166,689.00
- Change Order #4 for Charles Marandino for Construction, a decrease in amount of \$30,700.00
 COOPER'S POYNT ROAD RECONSTRUCTION
- Change Order #6 for A.P. Construction, an increase in amount of \$1,417,933,40
- Change Order #7 for A.P. Construction, a decrease in amount of \$360,323.50
- Change Order #8 for A.P. Construction, an increase in amount of \$322,983,00

2/17/21: In connection with the Cooper's Poynt Road Reconstruction (TIGER) project, please pay the following invoices to A.P. Construction, Inc.:

- Invoice #8A in amount of \$1,375,508.11
- Invoice #9A in amount of \$87,348.38
- Invoice #10 in amount of \$793,252.30

 Paying from two Purchase Orders: 20-00638, \$695,291.50 and P.O. #21-01303, \$97,960.80

1/12/2021: Forwarding the following Construction payments to Charles Marandino for the Cooper Street Pedestrian Access (TIGER) project:

- Invoice #3 in amount of \$374,550.58
- Invoice #4 in amount of \$420,614.31

TOTAL \$795,164.89

12/17/20: Please pay the following Construction invoices to A.P. Construction for the Cooper's Poynt Road Reconstruction (TIGER) project:

- Invoice #8 in amount of \$808,210,96
- Invoice #9 in amount of \$601,880.88

TOTAL \$1,410,091.84

12/11/20: Transmitting the following Construction Management invoices to CME Associates, in connection with the Cooper Street Access (TIGER) project:

- Invoice #0264746 in amount of \$5,635.05
- Invoice #0265410 in amount of \$4,385,72
- Invoice #0268512 in amount of \$3,283.41

TOTAL \$13,304.18

11/24/20: Seeking Council authorization for the following actions in connection with A.P. Construction's contract #03-19-131, for the Cooper's Poynt Reconstruction (TIGER) project:

- Change Order #4, contract Decrease in amount of \$1,374,788.26
- Change Order #5, contract Increase in amount of \$865,331.58

*** A.P.'s new contract total \$13,900,218.99 (changes 1-5)

11/17/20: Please pay construction invoice #2 in the amount of \$188,536.83 to Charles Marandino, LLC, for the Cooper Street Pedestrian Access (TIGER) project.

11/17/20: Forwarding construction invoice #7 in the amount of \$1,006,060.73 to A.P. Construction, Inc., for the Cooper's Poynt Road Reconstruction (TIGER) project.

11/9/20: Forwarding invoice #2134 in the amount of \$10,515.56 to Cooper's Ferry Partnership, for Project Management in connection with the TIGER project.

11/4/20: Council approval is requested for the following actions in connection with A.P. Construction's contract for Cooper's Poynt Road Reconstruction (TIGER) project:

- Change Order #2, contract increase of \$1,645,443.70
- Change Order #3, contract Decrease of \$1,117,994.00

*** A.P.'s new contract total \$14,409,675.67 (changes 1-3)

9/8/20: Forwarding Construction Management payment in the amount of \$44,416.89 to CME (invoice #0266665), in connection with Cooper Street Access (TIGER) project.

9/8/20: Please pay the following Construction Management invoices to Pennoni Associates, in connection with Cooper's Poynt Road Reconstruction (TIGER) project:

	TOTAL PAY	\$334,750.00
•	Invoice #12 in amount of	<u>\$ 47,815.00</u>
•	Invoice #11 in amount of	\$ 53,575.00
•	Invoice #10 in amount of	\$123,495.00
•	Invoice #9 in amount of	\$ 54,610.00
•	Invoice #8 in amount of	\$ 55,255.00

8/25/20: Transmitting Construction Management payment to CME, in connection with Cooper Street Access (TIGER) project:

G-19-710-901	\$53,452.94
G-19-650-901	<u>\$35,485,20</u>
TOTAL PAY	\$88,938.14

7/28/20: Please pay Construction invoice #6 in the amount of \$1,261,042.56 to A.P. Construction, Inc., for the Cooper's Poynt Road Reconstruction (TIGER) project.

7/27/20: Transmitting Construction invoice #1 in the amount of \$232,186.65 to Charles Marandino, LLC, for the Cooper Street Pedestrian Access (TIGER) project.

7/24/20: Forwarding Construction invoice #5 in the amount of \$1,312,993.42 to A.P. Construction, Inc., for the Cooper's Poynt Road Reconstruction (TIGER) project.

7/1/20: Please pay invoice #2107 in the amount of \$11,764.89 to Cooper's Ferry Partnership, for Project Management in connection with the TIGER project.

6/10/20: Council approval is requested for the following in connection with Construction Management & Administration of the TIGER project:

- Accept updated wage and overhead rates for contract #03-19-121s, for CME
- Accept updated wage and overhead rates for contract #03-19-122s, for Pennoni Assoc.

6/10/20: Seeking Council approval for Change Order #1 in the amount of \$44,287.97 with A.P. Construction, Inc., contract #03-19-131. Due to increases in as-built quantities resulting from existing field conditions a change order is necessary, and will result in contract increase.

6/8/20: Transmitting invoice #2093 in the amount of \$15,542.06 for CFP, for Project Management in connection with the TIGER project.

6/3/20: Transmitting Construction invoice #4 in the amount of \$926,076.91 to A.P. Construction, Inc., for the Cooper's Poynt Road Reconstruction (TIGER) project.

5/13/20: Forwarding Construction invoice #3 in the amount of \$247,516.99 to A.P. Construction, Inc., for the Cooper's Poynt Road Reconstruction (TIGER) project.

5/12/20: Please pay the following invoices for Professional Services in connection with the project:

- Invoice #7 to Pennoni (Cooper's Poynt), in the amount of \$47,680.00 P.O. #19-01961
- Invoice #0408T189-6 to R&V (Pre-Performance), in the amount of \$440.00 P.O. #19-01843
- Invoice #0257449 to CME (Cooper Street), in the amount of \$1,315.54 P.O. #19-01960

4/22/20: Transmitting invoice #0255569 in the amount of \$2,803.31 to CME, for Construction Management & Administration in connection with the TIGER project.

4/22/20: Transmitting invoice #0255877 in the amount of \$2,397.19 to CME, for Construction Management & Administration in connection with the TIGER project.

4/22/20: Transmitting invoice #0257079 in the amount of \$1,698.86 to CME, for Construction Management & Administration services in connection with the TIGER project.

3/2/20: Please pay invoice #2041 in the amount of \$13,079.72 to CFP for Project Management in connection with the TIGER project.

2/25/20: Submitting the following CM & Administration invoices to Pennoni, for work in connection with the Cooper's Poynt Road Reconstruction (TIGER) project:

- Invoice #5 in the amount of \$50,285.00
- Invoice #6 in the amount of \$48,270.00

TOTAL \$98,555,00

2/19/20: Forwarding Construction invoice #2 in the amount of \$292,020.11 to A.P. Construction, Inc., for the Cooper's Poynt Road Reconstruction (TIGER) project.

2/12/20: Transmitting Construction invoice #1 in the amount of \$346,035.98 to A.P. Construction, Inc., for the Cooper's Poynt Road Reconstruction (TIGER) project.

2/5/20: Please pay the following CM & Administration invoices to CME, in connection with the project:

- Invoice #0248606 in amount of \$1,004.97
- Invoice #0249407 in amount of \$4,735,55
- Invoice #0251167 in amount of \$4,507.79
- Invoice #0252503 in amount of \$9,589.51
- Invoice #0252801 in amount of \$2,593,23
- Invoice #0254086 in amount of \$3,410.41

TOTAL \$25,841.46

1/28/20: Forwarding invoice #4 to Pennoni in the amount of \$53,645.00 for CM & Administration of Cooper's Poynt (TIGER) project.

1/17/20: Forwarding the following invoices to R&V for Pre-Performance work in connection with TIGER project:

- Invoice #0408T189-4 in amount of \$202.00
- Invoice #0408T189-5 in amount of \$1,787.94

TOTAL \$1,989,94

12/16/19: Please pay invoice #3 to Pennoni in the amount of \$74,965.00 for Construction Management & Administration of Cooper's Poynt (TIGER) project.

12/16/19: Please pay invoice #0247450 in the amount of \$5,726.48 to CME for Construction Management & Administration of Cooper Street Access (TIGER) Project.

11/13/19: Transmitting invoice #1952 in the amount of \$15,901.72 to CFP for Project Management in connection with the TIGER project.

10/28/19: Forwarding the following CM payments in connection with the Cooper's Poynt section of TIGER project:

- Payment #1 to Pennoni in amount of \$ 1,305.00
- Payment #2 to Pennoni in amount of \$17,710.00
 TOTAL \$19,015.00

10/22/19: Please pay invoice #0408T189-3 in the amount of \$5,304.00 to Remington & Vernick, for Pre-Performance work in connection with the TIGER project.

2/12/19: Transmitting invoice #1797 in amount of \$16,002.77 to CFP for Project Management in connection with the TIGER grant.

2/11/19: Seeking Council approval to award a \$46,948.00 Professional Services contract to Remington & Vernick Engineers for Engineering Services (Performance Reporting) in connection with the TIGER project.

6/28/18: Transmitting invoice #1630 in amount of \$15,124.91 to CFP for Project Management in connection with the TIGER grant.

2/7/18: Council approval is requested at the Next Scheduled meeting authorizing execution of a Memorandum of Agreement between the City of Camden, Federal Highway Administration (FHWA), and The NJ Historic Preservation Office (SHPO) in connection with the Cooper Street Traffic Improvements portion of the TIGER grant. * See attached memo from CFP dated January 4, 2018.

2/1/18: Forwarding invoice #1522 in the amount of \$5,395.78 to CFP for Project Management in connection with TIGER Grant.

12/7/17: Forwarding invoice #1499 in the amount of \$24,087.25 to CFP for Project Management in connection with TIGER Grant.

9/18/17: Processing Project Management payments 1 & 2 (invoices #1343 & 1434) in amount of \$14,516.58 to CFP.

Project Limits: TO BE DETERMINED

Street From To

Timelines: pending

Problem Areas/Recommendations: Pending

Cabinet #	Drawer#
Capital Impr (1)	Capital Impr (1)

Corrected/working copy

Form DC-173 A (LA) 8/2014 Construction Order

NEW JERSEY DEPARTMENT OF TRANSPORTATION DIVISION OF LOCAL AID & ECONOMIC I

Sheet 1 of	2
Order No.	7
Interim	
Final	×
Date	04/30/2021

Project Federal Project No. Contractor You are hereby directed	Cooper Street Pedest 693JJ31940001 Charles Marandino, L	LC	t 	Doc. No.		Internation of the Internation o	oot.	04/30/2021 Ob No.
You are hereby directed Nature and reason of or Concrete price adjustme Extension Rec	ier: nts due to failed stren		cret	e cylinders		ovisions of the specifi	catio	ons for this contract.
CONTRACT AMOUNT Amount of original contr	ent			ROAD	Ţ	BRIDGE		TOTAL
Adjusted amount based 6	a	23	\$	2,475,326.00 2,58 6 , 5 74.84	╁	\$ 0.00	\$	2,475,326.00 2,586,574.84 2,584,739,74
ORDER NO	Road Road \$ 0.00	Bridge E Bridge \$ 0.00 \$		Other Total		CONTI		TIME
Quantity Increases		\$ 0.00 \$ 5 0.00 \$		0.00	-	Original Completion Da		3/21/2020
Quantity Decreases		5 0.00 \$		0.00 5,348.88	ŀ	Adjustment This Order		
Total	\$ -5,348.88			5,348.88		Previous Adjustments (- Adjusted Completion Da		3/16/2021 (Per TIE No. 3)
City Engineer Name: Orion Joyne Title:	City Engineer	5/6/2 Date						
Approved:			A	pproved:				
residing Officer Name: <u>Francisco "Frank" Mo</u> r	an Title: <u>Mayor</u>	Date		lanager, FHWA ame:			- :	Date
contractor's Authorized Signame	T. GIGC	5/4/2021 Date		ਉ∙ਹnprotested] Protested by lei	tti	er dated a	ttacl	ned.
itle GEN. 1	ANAGER							

Form DC-173 A (LA) 7/2014
Construction Order

NEW JERSEY DEPARTMENT OF TRANSPORTATION DIVISION OF LOCAL AID & ECONOMIC DEVELOPMENT FEDERAL AID CHANGE ORDER

Sheet 2 of	2
Order No.	7
Interim	
Final	\boxtimes
Date	04/30/2021

Project
Federal Project No.

Cooper Street Pedestrian Access Project

693JJ31940001

Doc. No.

NJDOT Job No.

Contractor

Charles Marandino LLC

	TEM NO.		DESCRIPTION	QUANTITY [+ increase "or" - Decrease "or" New Work]	UNIT	UNIT PRICE	AMOUNT
SU	PP-13	Concrete Pri	ce Adjustment	- 1	LS	\$5,348.88	(\$5,348.88)

Amount of Original Contract

Adjusted Amount Based on Change Order No. 1, 2, 3, 4, 5, 6, 7,

Total Change (+ or -)

% Change in Contract [(+) Increase or (-) Decrease]

\$ 2,475,326.00

\$ 2,586,574.84

\$ + 111,249.84

+ 4.49%

RESOLUTION AUTHORIZING CHANGE ORDER #1 AND FINAL TO CONTRACT #04-19-135 WITH A.P. CONSTRUCTION, INC FOR RECONSTRUCTION/RESURFACING OF SOUTH 7TH STREET (PINE STREET TO ATLANTIC AVENUE) PROJECT

WHEREAS, the Council of the City of Camden by (MC-19:6856) dated April 9, 2019 awarded a contract to A.P. Construction, Inc. for the reconstruction/resurfacing of South 7th Street (Pine Street to Atlantic Avenue) Project; and

WHEREAS, the contract price set forth in (MC-19:6856) as aforesaid was One Million Two Hundred Thirty-Six Thousand Three Hundred Fifty Dollars (\$1,236,350.00); and

WHEREAS, it is necessary to amend contract #04-19-135 with A.P. Construction, Inc. by change order #1 and final in the amount of Three Hundred Forty Thousand Five Hundred Forty-Five Dollars And Eighty-Four Cents (\$340,545.84) due to quantity adjustments that resulted in a contract increase making the total contract amount not to exceed (\$1,576,895.80); and

WHEREAS, it is necessary to amend contract #04-19-135 with A.P. Construction, Inc. by change order #1 and final to decrease the amount by Two Hundred Ninety-Eight Thousand Two Hundred Fourteen Dollars And Eighty-Five Cents (-\$298,214.85) due to quantity adjustments that resulted in a contract decrease making the total contract amount not to exceed (\$1,278,680.99) now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the contract #04-19-135 with A.P. Construction, Inc. by change order #1 and final for a total contract amount of ONE MILLION TWO HUNDRED SEVENTY-EIGHT THOUSAND SIX HUNDRED EIGHTY DOLLARS AND NINETY-NINE CENTS (\$1,278,680.99).

BE IT FURTHER RESOLVED, that pursuant to <u>N.J.S.A.</u> 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: May 18, 2021

The above has been reviewed and approved as to form.

MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS President, City Council

ATTEST:

LUIS PASTORIZA

Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: AP CONSTRUCTION, INC

THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

TEMPORARY BUDGET APPROPRIATION:

AMOUNT:

ADOPTED BUDGET APPROPRIATION:

AMOUNT

APPROPRIATION RESERVE:

AMOUNT:

DEDICATED BY RIDER:

AMOUNT:

RESERVE FOR STATE AND FEDERAL GRANT: G-18-651-999

AMOUNT: \$340,545.84 CAPITAL ORDINANCE:

AMOUNT:

TRUST ACCOUNT:

AMOUNT:

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE. WILL BE: \$1,278,680,99

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING CHANGE ORDER #1 AND FINAL TO CONTRACT #4-19-135, WITH A.P. CONSTRUCTION, INC IN CONNECTION WITH THE SOUTH 7^{TH} STREET (PINE STREET TO ATLATICE AVENUE) PROJECT.

Johanna S. Conyer

Director of Finance

CITY OF CAMDEN

CITY COUNCIL REQUEST FORM

WALK-ON!!

	Council Meeting Date: May 11, 2021
TO: Jason J. Asuncion, Esq., Business Admi	nistrator
DATE: May 10, 2021	
FROM: Orion Joyner Department Making Request: PLANNING & TITLE OF RESOLUTION/ORDINANCE: Re Contract #04-19-135, with A.P. Construction, Inc., i to Atlantic Avenue) project. BRIEF DESCRIPTION OF ACTION: On April of a Construction contract to A.P. Construction, Inc. Street to Atlantic Avenue) project. Due to as-built of and will result in an overall contract increase. APPROPRIATION ACCOUNT(S): G-18-651-	solution authorizing Change Order #1 and Final to n connection with the South 7 th Street (Pine Street II 9, 2019, Council authorized the award (MC-19:6856), for the South 7th Street (Pine quantity adjustments change order is necessary,
Request, Form "1", "Best Price Insurance Contracting" Model O.	\$\(\frac{(298,214.85)}{\\$1,278,680.99}\) \$\(\frac{1}{\}DLGS \text{ Approval - (If applicable)}{\} Requiring \text{ Advice and Consent of Governing Body, Form "D" - \} Form "G" - Grant \text{ Approval, Form "H" - Bond Ordinance or Contract}
Approved by Relevant Director:	or this
Approved by Grants Management: Approved by Finance Director: CAF -Certifications of Availability of Funds Approved by Purchasing Agent: 5/3	12 (If applicable)
Approved by Business Administrator:	4.31 Jasem O Osus com
Received by City Attorney:	
(Name) Please Print	(Extension #)
Prepared By: Tytanya Ray	7680
Contact Person: Orion Joyner	7680
Please note that the Contact Person is the point person for providing p If request is a walk-on, the Contact Person will be responsible for picki	
necessary copies for Council Meeting.	

STATE OF NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF LOCAL GOVERNMENT SERVICES CONTRACT REQUEST FORM

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	City of Camden
Professional Service or EUS	Change Order #1 and Final
Туре	
Name of Vendor	A.P. Construction, Inc.
Purpose or Need for service:	Change Order #1 and Final. Contract #04-19-135 includes
	quantity Additions and Deletions that will result in an overall
	contract increase.
Contract Award Amount	\$340,545.84 (change order #1 and final)
Term of Contract	
Temporary or Seasonal	N/A
Grant Funded (attach appropriate	Yes
documentation allowing for	
service through grant funds)	
Please explain the procurement	N/A
process (i.e. bids, RFQ,	
competitive contracting, etc.)	N.
Were other proposals received?	No
If so, please attach the names and	
amounts for each proposal received?	
received?	
all bidders and the bid amounts assoc	moranda or evaluation forms used to evaluate the vendors and a list obtained with each bidder. please have the appropriate personnel sign the certification on page 2
	Date
Mayor's Signature*	
	Date
Business Administrator/Manager Sig	
5 2	

^{*}For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

		funding available for this personnel action.
South / Street (Pine Street	t to Atlantic Avenue) funding S	ource for this action $1-01-200-906$
Chief Emarcial Officer Sig	nature	
-	ected is in compliance with the ions with respect to campaign co	adopted Pay to Play Ordinance and that the vendo ontributions.
Certifying Officer		
For LGS use only: () Approved	() Denied	
	Date_	
Director or Designee, Division of Local Government	nent Services	
Number Assigned		

CAMDEN CITY

520 MARKET STREET P. O BOX 95120 CAMDEN, NJ 08101-5120 TEL (856)757-7000

S H I P T O	PLANNING & DEVELOPMENT DIVISION OF CAPITAL IMPROVEMTS 520 MARKET ST. 3RD FL RM 325 CAMDEN, NEW JERSEY 08101	
> HZDOR	VENDOR #: APCO2 A P CONSTRUCTION INC 915 S BLACK HORSE PIKE BLACKWOOD, NJ 08012	

	REQUISITION	
NO.	C2100662	

ORDER DATE: DELIVERY DATE: 05/07/21

STATE CONTRACT: F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CHANGE ORDER #1 AND FINAL FOR AP CONSTRUCTION, INC. IN CONNECTION	G-18651-999	340,545.8400	340,545.84
	WITH THE SOUTH 7TH STREET (PINE STREET			
	TO ATLANTIC AVENUE) PROJECT.			
	CONTRACT #04-19-135			
		i ·	TOTAL	340,545.84
				,
			rs.	
	1 1 2 1 121			
	1 11 (1) 1131 7			1
		<u> </u>		

Approved:

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

Department Head

Date

Receiver of Goods

Date

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

Initial Report _____ Revised Report ____ Closing Report ____ Bureau of Grants Management Grant Summary Form Grant Status Code: _G (green - g; yellow - y; red - r)

Department: Development & Planning - Capital Improvements

Grant Administrator: Tytanya Ray Grant Administrator #: 757-7628

Project Name: South 7th Stre				reet, Pine Street to Atlantic			
Grant/Funding Agency Program:			USDOT – F	USDOT – Federal Highway Administration (FHWA)			
Grant Federal CFD GIMS Number:				No. 5808398;			
City Contract Date: pending City Contract #:					1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1		
Application Resolu	tion #			Appropriation Code: G-18-651-999			
Funding Source:			Federal Hi	Highway Administration			
Pass Through: circle one	Υo	r (N	Source:	NJDOT			
Amount of Grant:			\$2,317,352	.50 + \$139,490.06 (contrac	ot modifice	ation #1)	
Local Match: circle one	Υo	r (N)	Cash:	In- Kind:			
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:				
Term of Grant: 9/14/2 9/14/2			Location of Activity:	River Ro	I – Cramer Hill		
Date of Analysis:		5.13.20	021	Reviewed By:	Kelly Mobley		

Summary:

13-May-21: The Department of Planning and Development – Division of Capital Improvements is processing a contract resolution for council authorization to amend contract #04-19-135 with AP Construction due to as-built quantity adjustments. This action will result in an overall increase of the contract by \$42,330.99. Previous contract amount: \$1,236,350.00 – New Contract amount: \$1,278,680.99. Deletions on original contract: \$298,214.85 and additional work required not originally apart of the work to be performed represents the new purchase requisition #C2100662 in the amount of \$340,545.84.

4-May-21: The Department of Planning and Development – Division of Capital Improvements is processing a contract resolution for council authorization to amend contract #07-19-19. This represents amendment #1 in the amount of \$60,287.16 for additional services needed. PR #C2100388 is being processed utilizing appropriation code #G-21-651-997.

27-Aug-20: The Department of Planning and Development – Division of Capital Improvements is processing payments 7-9 for construction management and administration for the reconstruction/resurfacing of 7th Street. Invoice 0408X010-7 \$30,324.76 services through March; Invoice 0408X010-8 \$10,021.50 services through April and invoice 0408X010-9 \$19,779.14 services through May. Total amount payable: \$60,125.40 Once payment is made, this purchase order should be closed.

11-Jun-20: The Department of Planning and Development – Division of Capital Improvements is processing payment #1 and #2 for AP Construction reconstruction/resurfacing of 7th Street.

Certificate #1: \$53,793.67 and Certificate #2: \$297,530.65 Total amount payable: \$351,324.32

19-May-20: The Department of Planning and Development – Division of Capital Improvements is

Intitial Report _____ Revised Report ____ Closing Report ____ Bureau of Grants Management Grant Summary Form Grant Status Code: _G (green - g; yellow - y; red - r)

processing payment #6 for construction inspection for the reconstruction/resurfacing of 7th Street. Invoice 0408X010-6 \$27,844.82 for services through February 2020. Total amount payable: \$27,844.82

23-Apr-20: The Department of Planning and Development – Division of Capital Improvements is processing payment #5 for construction inspection for the reconstruction/resurfacing of 7th Street. Invoice 0408X010-5 \$24,562.94 for services through January 2020. Total amount payable: \$24,562.94

5-Feb-20: The Department of Planning and Development – Division of Capital Improvements is processing payments 1 – 4 for construction management and administration for the reconstruction/resurfacing of 7^{th} Street. Invoice 0408X010-1 \$2,178.67 services through September; Invoice 0408X010-2 \$5,685.15 services through October; Invoice 0408X010-3 \$1,720.69 services through November; Invoice 0408X010-4 \$17,372.39 services through December. Total amount payable: \$26,956.90

27-Jun-19: The Department of Planning and Development – Division of Capital Improvements is seeking council authorization to award a construction management and inspection contract for Remington and Vernick Engineers in the amount of \$139,490.06. contract was awarded through a non-fair and open contract in accordance with NJAC 40A:11-5(1) (A)(I).

7-Mar-19: The Department of Planning and Development – Division of Capital Improvements is seeking council authorization to authorize a construction contract to AP Construction in the amount of \$1,236,350 in connection with the reconstruction and resurfacing of South 7th Street. Seven bids were received and AP Construction was the lowest responsible bidder.

11-Oct-18: The Department of Planning and Development – Division of Capital Improvements Is processing requisition #19-00646 to request bids for the reconstruction and resurfacing of South 7th Street. The division will be utilizing appropriation code #G-18-651-999.

The Department of Planning and Development – Division of Capital Improvements is seeking council authorization to authorize a construction contract in connection with the reconstruction and resurfacing of South 7th Street The contract will be awarded to the lowest responsible bidder. (resolution on by title)

9-May-18: The Department of Planning and Development – Division of Capital Improvements is seeking council authorization to award a construction contract to Richard E. Pierson Construction for the Reconstruction/Resurfacing of South 7th Street (Pine Street to Atlantic Avenue). Seven bids were received and Richard Pierson Construction was the lowest responsible bidder. Contract amount should not exceed \$1,237,445.00. PR #18-02092.

13-Sep-17: The Department of Planning and Development– Division of Capital Improvements is seeking council authorization to accept an additional \$139,490.06 federal award through the USDOT Federal Highway Administration for construction of 7th Street, to Pine Street to Atlantic Avenue. Further, they are seeking authorization to insert this special item of revenue into the city budget in the amount of the award and authorizing the Mayor to execute contract modification #1. The additional funds is for construction management/inspection. The contract request form has been attached. Once the founders are inserted an appropriation will be identified.

With the addition of these federal funds, the total project cost is \$2,456,842.56

Special Note: These funds are passed through from the federal government to the state. The agreement with FHWA and NJDOT as well as the agreement between NJDOT and LPA must be in place prior to eligibility of any costs. Costs incurred prior to the execution of both agreements will be ineligible.

Project Limits: 7th Street, to Pine Street to Atlantic Avenue

Time Lines: Based on the application, 6.2 reimbursements (payment vouchers)can we requested monthly. Progress reports are to accompany requests.

Problematic Areas/Recommendations resolution is a walk-on USDOT FHWA South 7th Street

CAMDEN CITY Budget Account Status/Transaction Audit Trail

Page No: 1

	Department; 651	03/06/19 PO 18-02772 1 void 03/20/19 PO 19-02066 1 Open 06/26/20 PO 19-02066 2 Paid ck104531 06/26/20 PO 19-02066 3 Paid ck104531 06/26/20 PO 19-02066 4 Paid ck104534	G-18651-999 NJDOT SOUTH	Date Transaction Data/Comment	Account No Des	Note: Transaction Beginning Balance includes all Adds/Changes occurring on or prior to the As of Date * Transaction is included in Previous and/or Begin Balance	Range of Accounts: G-18651-999 Current Period: 01/01/18 to 05/10/21
2, 317, 352.50 918, 304, 25 918, 304.25	2,317,352.50 918,304.25 918,304.25	AWARD OF CONSTRUCTION CONTRACT AWARD OF CONSTRUCTION CONTRACT PAY#1 PAY# 2 PAY# 3	NJDOT SOUTH 7TH ST, FEDERAL AID 5808398 2,317,352.50 918,304.25 918,304.25	Adopted Expended YTD Expended Curr	Description	ncludes all Adds/Changes ocu and/or Begin Balance ute	to G-18651-999
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0.00 2,317,352.50 0.00 0.00 0.00 1,236,350.00	0.00 2,317,352.50 0.00 0.00 0.00 1,236,350.00	R E PIERSON CONSTRUCT CO INC A P CONSTRUCTION INC A P CONSTRUCTION INC A P CONSTRUCTION INC A P CONSTRUCTION INC	0.00 2,317,352.50 0.00 0.00 0.00 1,236,350.00	Transfers Modified D Reimbrsd YTD Canceled Reimbrsd Curr Pd/Chrgd YTD Vendor/Reference		ring on or prior to the As of Date ** Transaction is not included in Balance BC = Blanket Control	Include Cap Accounts: Yes Skip Zero Activity: Yes
1,081,002.50 53 1,399,048.25	1,081,002.50 53 1,399,048.25	En 05/17/18 BC En 03/20/19 BS En 03/20/19 BS En 03/20/19 BS	1,081,002.50 53 1,399,048.25	Balance YTD %Used Unexpended		BS = Blanket Sub	As of: 05/10/21
12 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		1,237,445.00 ** 318,045.75- 53,793.67- 297,530.65- 566,979.93-		Trans Amount		Ġ	
		2,317,352.50 DPC 2,317,352.50 DPC 1,999,306.75 VID 1,945,513.08 SNH 1,647,982.43 SNH 1,081,002.50 DPC	7 777 757 76	Trans Balance User			

1,081,002,50 53 1,399,048.25
0.00 0.00
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1,081,002.50 1,399,048.25
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1,081,002.50 1,399,048.25
Balance YTD %Used Unexpended

. Department of Planning & Development- Office of Capital Improvements/Project Management Grant Summary Form

Department:

Planning & Development

Revised: 5/10/2021

Capital Improvements/Project Management

Grant Administra	itor: Tyto	nya (C. Ray	Grant Administra	itor #: 757-7628			
Grant/Project No	ame:							
		SC	OUTH 7th St	reet, Pine Street to Atlantic	Avenue			
Grant #: G-18-651-9			18-651-999					
		G-	21-651-997	CM Amend. #1				
City Contract Da	te:	pe	nding	City Contract #:	Pending			
Application Resol	ution #:			Appropriation Code #:				
			11	'' '	Pending			
Funding Source:			Federal Project No. 5TP-1609 (300) Construction					
Pass Through:				FHWA (NJDOT)				
Amount of Grant	4	\$2	\$2,317,352.50 Constr.					
		\$6	0,287.16 C	M Amend. #1				
Local Match:	У	N	Cash:		In-			
					Kind			
Budget Insertion				Accepting Grant				
Resolution # & Date:		Pei	nding	Resolution # MC:	Pending			
Term of Grant:		Per	nding	Location of Activity:	Pending			
Date of Analysis:		5/:	10/21	Reviewed By:	Tytanya C. Ray			

Summary: 5/10/21: Council approval is requested for Change Order #1 and Final to contract #04-19-135, with A.P. Construction, Inc., in connection with the South 7^{th} Street (Pine Street to Atlantic Avenue) project.

Original Contract Amount \$1,236,350.00
Change Order #1 Additions
Change Order #1 Deletions
Final Contract Amount \$1,236,350.00
298,214.85
\$1,278,680.99

3/9/2021: Seeking Council approval for Amendment #1 to Contract #07-19-19 a Professional Services contract, with Remington & Vernick, for Construction Management & Inspection of the Reconstruction/Resurfacing of South 7th Street (Pine Street to Atlantic Avenue) project.

 Original Contract Amount
 \$139,490.06

 Amendment #1
 60,287.16

 New Contract Amount
 \$199,777.22

8/25/20: Please pay the following invoices to R&V for Construction Management & Inspection in connection with the project:

- Invoice #0408X010-7 in amount of \$30,324,76
- Invoice #0408X010-8 in amount of \$10,021,50
- Invoice #0408X010-9 in amount of \$19,779.14

TOTAL PAY \$60,125,40

8/25/20: In connection with the S. 7th Street, Pine Street to Atlantic Avenue the following are being submitted for Council approval:

Department of Planning & Development- Office of Capital Improvements/Project Management Grant Summary Form

- 1. Resolution authorizing the Mayor to execute contract modification #2 for additional funding to be used for Construction Management & Inspection.
- 2. Resolution authorizing the acceptance of additional funds in the amount of \$60,287.16 for Construction Management & Inspection.
- 3. Resolution authorizing the insertion of a Special Item of Revenue in 2021 budget, in the amount of \$60,287.16 for Construction Management & Inspection.

8/3/20: Please pay construction invoice #3 to A.P. Construction in the amount of \$566,979.93 for work in connection with the Reconstruction/Resurfacing of S. 7^{th} Street (Pine Street to Atlantic Ave) project.

6/8/20: In connection with the Reconstruction/Resurfacing of S. 7^{th} Street (Pine Street to Atlantic Ave), please pay the following construction invoices:

- Invoice #1 in amount of \$53,793.67
- Invoice #2 in amount of \$297,530.65
 TOTAL PAY \$351,324.32

5/12/20: Transmitting invoice #0408X010-6 in the amount of \$27,844.82 to Remington & Vernick for Professional Services (CM & Admin.) in connection with the project.

4/22/20: Forwarding invoice #0408X010-5 in the amount of \$25,373.50 to R&V for Professional Services (CM & Admin.) in connection with the Reconstruction/Resurfacing of South 7th Street project.

2/4/20: Please pay the following invoices for R&V for Professional Services in connection with the project:

- Invoice #4048X010-3 in the amount of \$1,720.69
- Invoice #0408X010-4 in the amount of \$17,372.39

TOTAL

1/17/20: Transmitting the following payments to Remington & Vernick for Professional Services in connection with the Reconstruction/Resurfacing of South 7th Street project:

\$19,093.08

- Invoice #0408X010-1 in amount of \$2,178.67
- Invoice #0408X010-2 in amount of \$5,685.15

TOTAL \$7,863.82

6/26/19: Seeking Council approval to award a Non-Fair and Open contract to Remington & Vernick Engineers for Construction Management and Inspection of the Reconstruction/Resurfacing of South 7th Street (Pine Street to Atlantic Avenue) project. Contract amount \$139,490.06 from account code: G-18-651-998. ** Purchase Requisition will be processed after FY 2020 turnover has been completed.

3/7/19: Council approval is requested to award a construction contract to A.P. Construction, Inc. in the amount of \$1,236,350.00 in connection with the Reconstruction/Reconstruction of South 7^{th} Street (Pine Street to Atlantic Ave.).

. Department of Planning & Development- Office of Capital Improvements/Project Management Grant Summary Form

- 10/10/18: (1) Requests for bids for the Reconstruction/Resurfacing of South 7th Street (Pine Street to Atlantic Ave). Due to non-compliance of Federal DBE requirements by Richard E. Pierson Construction, their contract has been rescinded and new bids are needed. Action to rescind is on 10/9/18 Council meeting, R-33.
- (2) Seeking Council approval to award Construction contract. Original award of construction contract is being rescinded due to non-compliance of Federal DBE requirements by the contractor (R-33 on 10/9/18 Council agenda). Requests for new bids are simultaneously going out for advertisement with Purchasing Bureau. Per Uzo, time is now of the essence and Council action is needed to award contract by title to avoid further delay once bids are received and reviewed.

9/5/18: Council authorization is requested at the Next Scheduled meeting to rescind the award of a construction contract to Richard E. Pierson Construction. On 6/12/18 Council approved the award of contract to Richard E. Pierson (MC-18:6378). Due to non-compliance of Federal DBE requirements by contractor, the City must rescind the award and re-advertise the project.

10/3/17: Seeking Council approval to (1) Authorize Mayor to execute Federal Agreement No. 17-DT-BLA-757 (2) Accept funds and (3) Set up a spending account for the South 7th Street, Pine Street to Atlantic Avenue (Construction) project.

Stungt	Proj From	ect Limits To	
Street Pending	i Loth	10	
<u>-</u>			

Timelines: pending

Problem Areas/Recommendations: Pending

Cabinet #	Drawer#
Capital Impr (1)	Capital Impr (1)

Corrected Working Cray

Form DC-173 A (LA) 8/2014 Construction Order

NEW JERSEY DEPARTMENT OF TRANSPORTATION DIVISION OF LOCAL AID & ECONOMIC DEVELOPMENT FEDERAL AID CHANGE ORDER

Sheet 1 of	3
Order No.	X I and Fina
interim	
Final	\boxtimes
D-4-	3/40/2024

Federal Project No. STP1509 (300) Doc. No. NJDOT Job No. 5808398 Contractor A.P. Construction, Inc. You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract. Nature and reason of order: Approval of supplementary items necessary to complete the project and as-built quantity adjustment. Extension		I	FEDERAL AID CH	IAN	IGE ORDER		int Fin Da		3/10/2021
Contractor A.P. Construction, Inc. You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract Nature and reason of order: Approval of supplementary items necessary to complete the project and as-built quantity adjustment. Extension	Project	7.th. Street (Pine Street	to Atlantic Avenu	ie)					
You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract Nature and reason of order: Approval of supplementary items necessary to complete the project and as-built quantity adjustment. Da	Federal Project No.	STP1609 (300)			Doc. No.		NJ	DOT Job	No. 5808398
Nature and reason of order: Approval of supplementary items necessary to complete the project and as-built quantity adjustment. Extension	Contractor	actor A.P. Construction, Inc.			<u></u>				
CONTRACT AMOUNT Amount of original contract Adjusted amount based on order Nos. 1	Nature and reason of	order:						fication	s for this contract
Amount of original contract Adjusted amount based on order Nos. 1	Extension 1	Reduction of time reco	ommended this o	rder					
Adjusted amount based on order Nos. 1 2F \$ 1,268,856.43 \$ N/A \$ 1,268,856.43 ORDER NO. 2 Final Road Bridge Other Road Bridge Total New Work \$ 229,353.79 \$ \$ \$ Original Completion Date March 11, 2020 Quantity increases \$ 111,192.05 \$ \$ \$ Adjustment This Order (+ or -) 0 Previous Adjustments (+ or -) 120 Adjusted Completion Date July 9, 2020 Recommendeds	CONTRACT AMOUNT	T. A			ROAD		BRIDGE		TOTAL
ORDER NO. 2 Final Road Bridge Other Road Bridge Total New Work \$ 229,353.79 \$ \$ Original Completion Date March 11, 2020 Quantity Increases \$ 131,192.05 \$ \$ Adjustment This Order (+ or -) 0 Quantity Decreases \$ 306,695.41 \$ \$ Previous Adjustments (+ or -) 120 Total \$ 32,606.43 \$ \$ \$ Adjusted Completion Date July 9, 2020 Recommendeds Approved: A	Amount of original co	ntract		\$	1,236,350.00	\$	N/A	\$	1,236,350.00
ORDER NO. 2 Final Road Bridge Other Road Bridge Total New Work \$ 229,353.79 \$ \$ Original Completion Date March 11, 2020 Quantity Increases \$ 111,192.05 \$ \$ Adjustment This Order (+ or -) 0 Quantity Decreases \$ 309,095.41 \$ \$ Previous Adjustments (+ or -) 120 Total \$ 32,606.43 \$ \$ \$ Adjusted Completion Date July 9, 2020 Recommendeds Country / Municipal / Sponsor's Engineer Name: Original Completion Date July 9, 2020 Adjusted Completion Date July 9, 2020 Approved: Approved: Approved: Name: Original Country / Municipal / Sponsor's Engineer Name: Original Completion Date Majustments (+ or -) 120 Adjusted Completion Date July 9, 2020 Approved: Approved: Approved: Name: Original Completion Date Name:	Adjusted amount base	ed on order Nos. 1	2F	\$	1,268,856.43	\$	N/A	\$	1,268,856.43
Protested by letter dated S. 4.2/ Brosiding Officer Date Manager, District, Local Aid Date Manager, District, Local Aid Date Name: Accepted: Contractor's Authorized Signature Date Protested by letter dated attached.	New Work Quantity Increases 298 214, 85 Quantity Decreases Total Recommendeds County / Municipal / S Name: Orion Capabr	Road \$ 229,353.79 \$ \$ 111,192.05 \$ \$ 302,039.41 \$ \$ 32,506.43 \$ 42,330.99	### Bridge \$ \$ \$ \$ \$ \$ \$ \$ \$		Total	Adju Prev	inal Completion Da Istment This Order Tious Adjustments	ate - (+ or -) (+ or -)	March 11, 2020 0 120
Protested by letter dated Date Manager, District, Local Aid Date Manager, District, Local Aid Date Name: Name: Protested by letter dated Date Manager, District, Local Aid Date Name: Date Protested by letter dated Date	Acres 1	a	5.4.21		Approved,				
Protested by letter dated attached.		Title: Business							Date
		_	Date	ļ	* *.	letter	dated	_ attacł	ned.

Form DC-173 A (LA) 7/2014 Construction Order

NEW JERSEY DEPARTMENT OF TRANSPORTATION DIVISION OF LOCAL AID & ECONOMIC DEVELOPMENT FEDERAL AID CHANGE ORDER

heet 2 of	3
Order No.	A.
nterlm	
Final	×
Date	3/10/2021

Project	7.th Street (Pine Street to Atlantic Avenue)			
Federal Project No.	STP1609 (300)	Doc. No.	NJDOT Job No.	5808398
Contractor	A.P. Construction, Inc.			

ITEM NO.	DESCRIPTION	QUANTITY [+ Increase "or" - Decrease "or" New Work]	UNIT	UNIT PRICE	AMOUNT
	Quantity Decreases:				
1E	PORTABLE VARIABLE MESSAGE SIGNS	-1.00	UN:	\$1,000.00	-\$1,000.00
2	TRAFFIC DIRECTORS	-1842.00	мн	\$10.00	-\$18,420.00 √
3	ROADWAY EXCAVATION (UNCLASSIFIED)	-40.48	CY	\$10.00	-\$404.80
5	CONCRETE SIDEWALK (5" THICK)	-94.13	SY	\$115.00	-\$10,824.95
6	CONCRETE DRIVEWAY (6" THICK)	-62.34	SY	\$170.00	-\$10,597.80
12	NEW TYPE "A" INLET WITH BICYCLE SAFE GRATE, TRAP, 12" PVC CONNECTION TO M	-8.00	UN	\$7,500.00	-\$60,000.00
15	MILLING, VARIABLE DEPTH (2" MIN.)	-3850.71	SY	\$4.00	-\$15,402.84
16	HOT MIX ASPHALT (MMA) 9.5M64 LEVELING COURSE (VARIABLE THICKNESS)	-1000.00	TON	\$40.00	-\$40,000.00
17	HOT MIX (HMA) 9.5M64 SURFACE COURSE (2"THICK)	-6175,20	SY	\$9.00	-\$55,576.80
18	HOT MIX (HMA) 9.5M64 BASE COURSE (4" THICK)	-1596.16	SY	\$26.00	-\$41,500.16
20	12" WIDE THERMOPLASTIC STOP BAR	-275.00	LF	\$2.00	-\$550.00
21	24" WIDE THERMOPLASTIC CROSSWALK	-1139.00	LF	\$3.00	-\$3,417.00
22	TRAFFIC STRIPING, LL, THERMOPLASTIC (4" WIDE)	-1041.00	LF	\$0.50	-\$520.50
26	ALLOWANCE FOR ASPHALT PRICE ADJUSTMENT	-1.16	LS	\$20,000.00	-\$23,264.28 20,000

27	ALLOWANCE FOR ASPHALT PRICE ADJUSTMENT	-1.83	LS	\$20,000.00	-\$26,560.28 20,000
					-\$308,039.41 29 8, 214
· · · · · · · · · · · · · · · · · · ·	Quantity Increases:				
4	7" x 8" x 18" CONCRETE VERTICAL CURB	306.50	LF	\$46.00	\$14,099.00
7	CURB RAMPS	7.00	UN	\$4,000.00	\$28,000,00
13	BASE REPAIR	233.09	SY	\$25.00	\$5,827.25
19	DGA BASE COURSE (6" THICK)	4217.72	SY	\$15.00	\$63,265.80
					\$111,192.05
	New Work:				
S-1	DESIGN/DELAY	1.00	LS	\$98,740.06	\$98,740.06
S-2	EXCAVATED MATERIAL DISPOSAL & DEMOLITION OBSTRUCTIONS	1.00	LS	\$63,013.05	\$63,013.05
S-3	TOPSOIL & SEEDING	1.00	LS	\$45,371.04	\$45,371,04
S-4	MILL/PAVE ADJUSTMENT	1.00	LS	\$22,229.64	\$22,229.64
	2000 A. 10 A.			i i	\$229,353.79

Amount of Original Contract	\$ 1,236,350.00
Adjusted Amount Based on Change Order No. 1 2E	\$ 1,268,856.43 1,Z78/080.99
Total Change (+ or -)	\$ 32,598.43 42,330,99
% Change in Contract [(+) Increase or (-) Decrease]	2.63%

0 • %

3401540***

Contract to the Contract of th

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421301.94 %

RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION GREEN ACRES URBAN PARKS INITIATIVE PROGRAM

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program ("State"), is providing grants through the Urban Parks initiative; and

WHEREAS, the City of Camden desires to further the public interest by obtaining grant funding in the amount of \$500,000 from the State to fund the following project: Repair and restoration of the historic building façade at 100 Cooper Street, also known as the Former RCA Building 8 due to the August 28, 2020 lightning strike at an estimated cost of \$580,000; and

WHEREAS, the City of Camden Redevelopment Agency has funding available in the amount of \$80,000 from an EPA Brownfields Grant which can be used for the project; now, therefore

BE IT RESOLVED, the City Council of the City of Camden resolves that the proper officers of the City of Camden are hereby authorized to:

- (a) make application for such a grant,
- (b) provide additional application information and furnish such documents as may be required, and
- (c) act as the authorized correspondent of the above-named applicant, and

BE IT FURTHER RESOLVED, the State shall determine if the application is complete and in conformance with the scope and intent of the Urban Parks initiative, and notify the applicant of the amount of the funding award.

BE IT FURTHER RESOLVED, the applicant is willing to use the State's funds in accordance with applicable policies and laws, and is willing to enter into an agreement with the State for the above-named project.

BE IT FURTHER RESOLVED, by the City Council of the City of Camden:

- That the proper officers of the City of Camden of the above named body is hereby authorized to execute an agreement and any amendment thereto with the State known as Former RCA Building 8 Historic Building Façade Repair and Stabilization.
- That, in the event the State's funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project.
- 3. That the applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project.
- 4. That this resolution shall take effect immediately.

BE IT FURTHER RESOLVED, that pursuant to <u>N.J.S.A.</u> 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: May 18, 2021

The above has been reviewed and approved as to form.

MICHELLE BANKS-SPEARMAN

City Attorney

CURTIS JENKINS	
President, City Council	

ATTEST:

LUIS PASTORIZA Municipal Clerk

CITY OF CAMDEN

CITY COUNCIL REQUEST FORM

		Council Meeting Date: MAY 14, 2021	
):	Jason J. Asuncion, Fsq., Rusiness Adn	ninistrator	

TO:

FROM: Dr. Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: PLANNING & DEVELOPMENT

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION GREEN ACRES URBAN PARKS INITIATIVE PROGRAM

BRIEF DESCRIPTION OF ACTION: The CRA seeks to submit on behalf of the City of Camden, an application to NJ DEP Green Acres Urban Parks Initiative for the selective repair and stabilization of the CRA owned property 100 Cooper Street (Building 8). The building was struck by lightning on August 28, 2020 causing damage to the building's roof, finials and historic facade

BIDDING PROCESS: N/A

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

APPROPRIATION ACCOUNT(S):

AMOUNT: \$500,000

Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" -Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

	-	<u>Date</u>	<u>Signature</u>	_
Approved by Relevant Dire	ector:	5704	1/~	_
Approved by Grants Mana	gement:	5-10-21	Barbara Johns	<u>xn}</u> y n
Approved by Finance Direction CAF –Certifications of Availa		5/4/21-	(If applicable)	_
Approved by Purchasing A	gent:		<u>/</u>	_
Approved by Business Adn	ninistrator:	5-12-21	Jung asen	
Received by City Attorney:	-			
(Name	e) Please Print		(Extension #)	_
Prepared By: Candice	e Jefferson		3542	
Contact Person:				

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

Initial Report _____ Revised Report _____ Closing Report

Bureau of Grants Management Grant Summary Form

Grant Status Code: Green - g; yellow - y; red - r)

Department:	Planning and Develo	pment	
Grant Administrato	r: Candice Jefferson	Grant Administrator #:	968-3542

TISCANCETOLECTIVACIO			J Dept. of Environmental Protection Green an Parks Initiative Program - Apply				
Grant #:							
City Contract Dat	te:			City Contract #:			
Application Resolution #:				Appropriation Code			
TEUDOUDO SOURCE			NJ Depar Parks	tment of Environmental	Protecti	on Urban	
Pass Through: Y N		Source:	City				
Amount of Grant: \$50			\$500,000	\$500,000 (if awarded)			
Local Match: (No match is required)	Y	N	Cash:	\$80,000 from CRA	In- Kind:	\$	
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:				
Term of Grant:			Location of Activity:	Cooper Grant			
Date of Analysis: May 10, 2021		10, 2021	Reviewed By:	Barbara Johnson			

Summary: The Department of Planning and Development is seeking a resolution to grant application to the State of NJ Department of Environmental Protection Green Acres Urban Parks Initiative Program.

NJDEP Green Acres Urban Parks Initiative funding can be used for the rehabilitation or restoration of a historic property that serves a contributing resource to a Historic District and that is listed in the New Jersey Register of Historic Places

The CRA is seeking to submit on behalf of the City of Camden the above application for the selective repair and stabilization of the CRA owned property at 100 Cooper Street (Building #8). This is the former RCA building which is designated as Block 72, Lot 1 on the City of Camden Tax Map. The 120,000 square feet steel brick and concrete building located at the corner of Cooper and Front Street is vacant and was struck by lightning on August 28, 2020 causing damage to the building's roof, finials and historic façade. The property is an important part of the component of the City's historic Cooper Grant neighborhood. Additional funding is needed to repair and stabilize the building's historic façade.

Initial Report ____ Closing Report Bureau of Grants Management Grant Summary Form Grant Status Code: __G (green - g; yellow - y; red - r)

If awarded the grant, CRA will assist with grant administration, contracting and construction of the project through a shared service agreement. There is no match required, however an estimated \$80,000.00 from an existing EPA Brownfields Clean Up grant may be used to leverage the State grant funding if awarded.

Time Lines: Deadline for application is June 15, 2021

Project Budget - NJ DEP - \$500,000.00 & CRA/USEPA - \$80,000.00

Problematic Areas/Recommendations: I see no problem with the City of Camden authorizing CRA to apply for the grant on behalf of City of Camden as long as the City is ok with approving the Shared Service agreement with CRA to assist with grant administration, contracting and construction of the project.

Initial Report ____ Revised Report ____ Closing Report Bureau of Grants Management Grant Summary Form Grant Status Code: G

(Green • g; yellow • y; red • r)

rant Administrator				Grant Admini	<u> </u>	0 00 12	
Grant/Project Name			100 Coope	100 Cooper Street – Building #8			
Grant #:		_			<u></u>		
City Contract Date:				City Contract #:			
Application Resolution #: Funding Source:			Appropriation Code:		1		
		NJ DEP U	NJ DEP URBAN PARKS INITIATIVE				
Pass Through: Y N		Source:	City				
Amount of Grant:			\$ 500,000	\$ 500,000 (IF AWARDED)			
Local Match:	Y	N	Cash:	\$80,000 from CRA	In-Kind:		
Budget Insertion Res & Date:	solution #			Accepting Grant Resolution # MC:		_	
Term of Grant:			Location of Activity:	Cooper Gr	rant Neighborhood		
Date of Analysis:		•	Reviewed By:				

Summary: 5/10/21: The application will be for selective repair and stabilization of the Camden Redevelopment Agency owned property located at 100 Cooper Street (aka Former RCA Building 8), which is designated as Block 72, Lot 1 on the City of Camden Tax Map. This 120,000 sq. ft. steel brink and concrete building located at the corner of Cooper and Front Streets, is vacant and was struck by lightning on August 28, 2020 causing damage to the building's roof, finials and historic façade. The property is important part of the component of the City's historic Cooper Grant neighborhood. Additional funding is needed to repair and stabilize the building's historic façade.

NJDEP Green Acres Urban Parks Inititative funding can be used for the rehabilitation or restoration of a historic property that serves a contributing resource to a Historic District and that is listed in the New Jersey Register of Historic Places.

If grant is awarded, CRA will assist with grant administration, contracting and construction of the project through a shared services agreement.

There is no match requirement, however an estimated \$80,000 from an existing EPA Brownfields Clean Up grant may be used to leverage the State grant funding if awarded.

Application deadline: June 15, 2021

Project Budget - \$ 580,000 - [\$500,000(NJDEP); \$80,000 (USEPA)

Time Lines: Grant Period:

Problematic Areas/Recommendations:

STATE OF NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

DIVISION OF LOCAL GOVERNMENT SERVICES PRE-APPROVAL OF GRANT APPLICATION FORM

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

PLEASE EXPLAIN THE JUSTIFICATION FOR THE GRANT. PLEASE FULLY EXPLAIN COSTS ASSOCIATED WITH THE AWARD OF THE GRANT AS WELL AS ANY MATCHING FUNDS OR EMPLOYMENT OBLIGATIONS AS A TERM OF THE GRANT. PLEASE EXPLAIN THE BENEFITS OF THE GRANT FOR THE MUNICIPALITY AND THE RESIDENTS. ATTACH THE GRANT APPLICATION.

The CRA seeks to submit on behalf of the City of Camden, an application to the NJ DEP Green Acres Urban Parks Initiative for the selective repair and stabilization of the City of Camden Redevelopment Agency (CRA)-owned property located at 100 Cooper Street (aka Former RCA Building 8), which is designated as Block 72, Lot 1 on the City of Camden Tax Map. This 120,000 square foot steel, brink and concrete building located at the corner of Cooper and Front Streets, is vacant and was struck by lightning on August 28, 2020 causing damage to the building's roof, finials, and historic façade. The property is an important part of the component of the City of Camden's historic Cooper Grant Neighborhood. Additional funding is needed to repair and stabilize the building's historic façade.

The NJDEP Green Acres Urban Parks Initiative funding can be used for the rehabilitation or restoration of a historic property that serves as a contributing resource to a Historic District and that is listed on the New Jersey Register of Historic Places.

The City of Camden must be the eligible applicant. In the event of the grant award, the CRA will assist with grant administration, contracting, and construction of the project.

Grant Amount:

Not to exceed \$500,000.00

There is no match requirement.

Information of key municipal employee or agent applying for grant and responsible for its use:

Name	Candice Jefferson	
Title	Housing Coordinator	
Telephone Number	856-968-3542	_
Email	CaJeffer@ci.camden.nj.us	

If the grant is received and fully expended, what wi municipality be with respect to staffing, insurance, li	
N/A – City of Camden would enter into a Shared	
What will the source of funds be for the staffi maintenance?	ng, insurance, liability, operations, and/or
N/A	
	Data
Mayor's Signature	Date
Business Administrator/Manager Signature	Date 5 /2 2/
Name, email and fax of contact person for this form:	
For LGS use only:	
() Approved () Der	nied
Director or Decision of Level Covernmen	Date
Director or Designee, Division of Local Governmen	i Services
Number Assigned	

New Jersey Department of Environmental Protection

URBAN PARKS

GRANT APPLICATION 2021

ADMINISTERED BY THE GREEN ACRES PROGRAM



GREEN ACRES PROGRAM
Mail Code 501-01
501 EAST STATE STREET, 1st FLOOR
P.O. BOX 420
TRENTON, NJ 08625-0420
TEL: (609) 984-0500; FAX: (609) 984-0608
www.NJGreenAcres.org

URBAN PARKS APPLICATION

TABLE OF CONTENTS

1.	General Information and Guidelines	**************************	1
2.	Application Form		5
3.	Application Checklists	***************************************	9-11
4.	Enabling Resolutions		
5.	Project Priority System		16
6.	Environmental Assessment Instructions		20
7.	List of Eligible Applicants and Green Acres Contacts		21
8.	List of Eligible Applicants and Green Acres Contacts		22

URBAN PARKS APPLICATION

GENERAL INFORMATION AND GUIDELINES

In 2020, Governor Murphy and the New Jersey Legislature dedicated \$2.5 million in the State budget to promote urban parks. The Department of Environmental Protection has established the Urban Parks initiative that will award this funding to successful eligible applicants. Additional funding may become available for these projects under the proposed FY22 budget.

Funding: Applicants are eligible for grants up to \$500,000 per project. These grants do not require a local match.

Who is eligible: Eligible applicants are those municipalities that include an Overburdened Community (OBC) which is defined as a census block group in which: (1) at least 35 percent of the households qualify as low-income households; (2) at least 40 percent of the residents identify as minority or as members of a State recognized tribal community; or (3) at least 40 percent of the households have limited English proficiency. (Data is based on the most recent (2010) United States Census.) Counties proposing projects in eligible municipalities (see attached list) also are eligible.

What is eligible: Funding is available for the acquisition of land that will be transformed into a park, the development of park facilities, or the rehabilitation of historic properties.

Deadline: Urban Park applications can be submitted through June 15, 2021.

This new grant funding will be administered by the Green Acres Program which, since 1961, has been committed to preserving New Jersey's natural, historic, and recreational resources statewide. All interested applicants are encouraged to contact Green Acres as early as possible to discuss project eligibility, program priorities, and application procedures.

As you plan your project, we encourage applicants to consider projects that will address these important issues:

Environmental Justice: Central to the Department of Environmental Protection's mission is making New Jersey stronger and fairer for all residents, regardless of race, ethnicity, color, national origin, or income. With the passage of Executive Order 23 on April 20, 2018. Governor Murphy directed the DEP to integrate environmental justice considerations into our decision-making. We will prioritize projects that promote environmental equity, either directly or as a co-benefit, by reducing or eliminating disproportionate environmental and public health stressors or creating environmental and public health benefits in Overburdened Communities. For more information, please see www.ni.gov/dep/ej/docs/furthering-the-promise.pdf. For a list of Overburdened Communities, please see attached list or visit www.ni.gov/dep/ej/communities.html

Climate Resilience: On January 27, 2020, Governor Murphy signed Executive Order No. 100, directing the DEP to make sweeping regulatory reforms, collectively known as Protecting Against Climate Threats (PACT), to adapt to climate change. This includes incorporating climate change considerations into our grant programs. We will prioritize projects that contribute to resilience or mitigate climate change impacts, such as by protecting forested and flood-prone areas, enhancing chronically inundated wetlands, revegetating riparian areas, connecting wildlife corridors, expanding upstream flood attenuation potential, promoting wildlife, and including green infrastructure into your project. We invite you to learn more about DEP's Climate Change Efforts by visiting https://www.nj.gov/dep/njpact/

PROJECT ELIGIBILITY

LAND ACQUISITION

Approved projects may include acquisition of land for active or passive recreation. You may purchase land in fee simple or acquire a perpetual conservation easement or historic preservation easement on the property, as long as meaningful public access is provided.

RECREATION DEVELOPMENT

Approved park development projects may include games and sports, picnicking, fishing, biking, swimming, nature and historic interpretation, and similar activities. Projects that will have a significant negative impact on the site's natural resources (such as excessive tree clearing) are ineligible. Applicants must either own the land to be developed or must obtain a lease or use agreement for the property. If your project includes the construction of a building on property previously funded by Green Acres, please discuss site eligibility with your Green Acres contact.

HISTORIC PRESERVATION

Funding can be used for the rehabilitation or restoration of a historic property that is listed on the New Jersey Register of Historic Places under N.J.S.A. 13:IB- 15.128 et seq., or serves as a contributing resource to a Historic District that is listed on the New Jersey Register of Historic Places. Projects must meet the Secretary of Interior's Standards for the Treatment of Historic Properties.

FUNDING AMOUNTS AND OPPORTUNITIES FOR ADDITIONAL FUNDING

Applicants may request up to \$500,000 for grant funds for eligible projects. These funds will <u>not</u> require a local match. We expect intense competition for the limited available funds. For that reason, at your request, an Urban Parks project with an estimated cost exceeding the \$500,000 limit or a project that is not approved, may be rolled into the upcoming Green Acres funding round, to be announced shortly: Please note that there may be additional eligibility requirements for Green Acres funding.

If your application is rolled over, the unfunded eligible balance will compete for Green Acres funding in the form of a grant, combination grant/loan, or loan funding, based on the project category. More information will be available in the Green Acres application, to be provided shortly.

To maintain the option of also being considered for Green Acres funding, applicants should adopt <u>both</u> forms of the enabling resolution (see enclosed templates) and discuss the possibility of Green Acres funding during the required public hearing.

ELIGIBLE COSTS

For acquisition projects, costs eligible for funding include the cost of acquiring the land, as well as related due-diligence costs such as survey, appraisal, title, and preliminary assessment. The cost to demolish *non-historic* structures on a site being acquired is eligible for funding. Relocation costs and costs of well testing done in compliance with the Private Well Testing Act (P.L. 2001, c. 40; N.J.S.A. 58:12A-26 et seq.) also are eligible for funding, if applicable. Incidental costs associated with the implementation of the acquisition project, including legal, engineering, financial, geological, hydrological, inspection, and other professional services are eligible for reimbursement up to an established cap.

For park development and historic preservation projects, the cost to construct the recreational facilities or rehabilitate the historic property is eligible for funding, as are other related costs such as professional services (e.g., design, engineering, and supervision) and preliminary assessment costs associated with the project site. Other incidental costs related to the project, including legal, advertising, permit fees, archaeology, and preliminary planning and engineering necessary for the preparation of the application, are eligible up to an established cap.

APPLICATION REQUIREMENTS

PUBLIC REVIEW AND COMMENT

All applicants must advertise and hold a public hearing for the purpose of discussing the proposed project *before* submitting an application. Applicants must adhere to the following public hearing application requirements:

- The applicant must publish a notice of the public hearing on its website and in the official newspaper of the municipality in which the proposed project is located, and, if the local government is a county, also in a newspaper of general interest and circulation.
- The hearing advertisement(s) must be published at least 15 days before the hearing.
- The advertisement(s) must specifically mention the proposed Urban Parks application. To retain eligibility for consideration in the next Green Acres funding round, please also mention Green Acres in your hearing notice.
- The public hearing must be held in the evening (after 6:00 PM).
- The public hearing must be conducted/attended by the <u>elected</u> governing body of the local government. Due to the restrictions necessitated by COVID-19, remote public meeting guidelines may be followed. (See www.nj.gov/dca/divisions/dlgs/lfns/20/2020-21.pdf for more information.)

For additional transparency, Green Acres will post on its website, information on every application we receive. We will direct the public to provide their input to the applicant and applicants will be required to address any substantive comments that are brought to our attention during our review period.

PLANNING CONSIDERATIONS

As you consider potential projects for this Urban Parks funding, please keep in mind that all proposals must demonstrate the following: consistency with established needs and planning objectives in local and state planning documents, an ability and commitment to maintain the proposed park; and public input in the project planning process. Successful applications will reflect comprehensive environmental protection, effectively meet the public's recreation needs, demonstrate cost effectiveness, provide meaningful public access, consider climate change/resilience, and meet environmental justice goals.

To ensure that proposals selected for this Urban Parks funding are those that best represent established recreation priorities, we encourage you to discuss your proposal with land-use planning officials, recreation staff, environmental commissions, community organizations, and other appropriate interest groups. Applicants should conduct sufficient public outreach and recreational planning to ensure that proposed facilities meet short-term community needs and anticipate long-term recreational trends.

Local governments should carefully analyze site suitability early in the planning process and prior to submitting applications. For example, site attributes, such as wetlands, endangered species habitat, mature forested areas, or other significant natural resources, may define, limit or, in some instances, preclude development (either current or future). Applicants are urged to seek assistance from DEP or other regulatory/permitting sources to ascertain whether special approvals and permits may be associated with sites proposed for recreational development. Early awareness of possible site development limitations is integral to sound planning practices and often minimizes subsequent construction delays and constraints. Permit identification is required as part of all Urban Parks development applications.

The Department encourages the local government to design and construct park development projects, especially any buildings, using sustainable design principles. These design principles include some of the following: the installation of equipment that results in water use reduction; the use of clean energy, renewable energy, and energy efficient technologies; the use of construction materials that include recycled content; and the use of materials that reduce exposure to indoor air contaminants. For guidance, please refer to the latest version of the US Green Building Council's (USGBCs) Leadership in Energy and Environmental Design (LEEDTM) Green Building Rating System for New Construction and Major Renovations at https://new.usgbc.org/.

SPECIAL PLANNING AREAS REVIEW

For development projects, if the proposed project is located in the Highlands, the Meadowlands, or the Pinelands, the local government must meet with the Highlands Council, Meadowlands Commission, or Pinelands Commission, as applicable, to discuss the proposed project prior to applying for Green Acres funding. A letter stating that such a preapplication conference was held, accompanied by a copy of the Commission's/Council's comments on the proposed development or stewardship project, if any, must be submitted with the application.

NJ MAP / CONSERVATION BLUEPRINT

Open space and recreation planners now have a tool available to aid them in protecting natural, recreational, and historic resources in their communities. The NJ Map / Conservation Blueprint is an interactive map-based system that provide access to data for land preservation planning in New Jersey. Visit www.NJMAP2.com for a wide array of map data on natural resources that is essential for open space and recreation planning.

PROJECT RANKING

Applications for Urban Parks funding are subject to a competitive ranking process. The enclosed Project Priority System measures the extent to which each proposal addresses specific local open space and recreation needs, historic preservation priorities, the amount of public input and support during the planning process, consistency with existing state and local planning objectives, and project quality. The narrative portion of the Urban Parks application is critical to the project ranking process. Therefore, it is important for the narrative to clearly address each factor, in order.

PROJECT SCHEDULE

Once approved, the local government must meet all procedural requirements, complete the project, and request payment within two years. Successful applicants will need to make continued progress to successfully acquire land, develop recreational facilities, or complete an historic preservation project within the established project period.

PRELIMINARY SITE ASSESSMENT

Project sites will be reviewed for evidence of past use as landfills; hazardous waste production, storage, or disposal sites; or the adverse effects resulting from such sites in close proximity to proposed parkland. The presence of historic fill and residual agricultural chemicals at the proposed project site must also be evaluated. This is intended to minimize public liability for site cleanup costs and allows the state and local governments to be reasonably assured that lands developed with public funds can be used for recreation or conservation purposes without risk to public health.

For this reason, if your application is approved, you will be required to conduct a preliminary assessment of the project site in accordance with the NJDEP's Technical Requirements for Site Remediation (N.J.A.C. 7:26E-3). Costs normally associated with this professional service are reimbursable.

The Department encourages municipalities and counties to reclaim and restore former brownfields sites and transform them into public spaces, such as recreational and natural areas. The Department's Office of Brownfield Reuse has experienced case managers who can oversee remediation and revitalization efforts in your community. If you believe your project site qualifies as a brownfield, please discuss this with your Green Acres representative.

YOUR POST-PROJECT RESPONSIBILITIES

All properties funded with Urban Parks grants must remain as public parkland and historic properties in perpetuity. Applicants are expected to properly maintain and operate the funded sites or facilities in a fair and equitable manner. The funded sites must be open to the public without discrimination or exclusion based on residency. Green Acres will conduct inspections of the funded parkland every three years to ensure compliance. If your application is also to be considered for Green Acres funding, you should carefully review the upcoming application and adhere to the Green Acres Program rules (N.J.A.C. 7:36, found at www.nj.gov/dep/greenacres/regs.pdf)

URBAN PARKS APPLICATION FORM

APPLICATION MATERIALS SHOULD BE SUBMITTED ON PAPER (ONE COPY) AND ELECTRONICALLY. (INDIVIDUAL EMAIL CANNOT EXCEED 25 MB.)

Complete and submit with all required attachments by Ju	ne 15, 2021 to:
UrbanParksApplications@dep.nj.gov and	
NJDEP Green Acres Program	For G.A. Use Only
Mail Code 501-01 P.O. Box 420	Date Rec'd:
Trenton, NJ 08625-0420	UP Application No. GA Application No. (if applicable)
Contact: (609)984-0570	GA Application No. (II applicable)
Project In	FORMATION
Project Title Former RCA Building 8 Repair and Res	storation
Location of site100 Cooper Street	
Municipality <u>Camden</u>	County Camden
Street(s) Cooper Street / Front Street	
Block(s) and Lot(s) (attach additional pages, if necessary)Block 72, Lot 1
Type of Application (select one):	
Acquisition:	
Acres to be acquired: Will land	acquired in fee simple or easement?
Development:	
Size of site to be developed: Is land own	ned by or leased to applicant
Historic Preservation: Is land own	ed by <u>See below</u> or leased to <u>See below</u> applicant
Is the site listed on the New Jersey Register of Historic	Places <u>See below</u> National Register of Historic Places:
<u>See below</u>	
(If yes, additional coordination with the DEP's Histori- potential impact to the listed property. Please see	

Total Estimated Cost of Project:

Land Acquisition:	Park Development/Historic Preservation:
Land \$	Construction \$ <u>504,600</u>
Survey \$	Professional services
Appraisal \$	(up to 13% of construction) \$ 75,400
Preliminary assessment \$	Preliminary assessment \$ 0
Title \$	Other related costs* (itemized) \$
Demolition*	σ σ σ σ σ σ σ σ σ σ σ σ σ σ σ σ σ σ σ
Other related costs* (itemized) \$	
Total project cost \$	Total project cost \$ 580,000
<u></u>	1 out project cost
Total request this round \$	Total request this round \$ 500,000
* Demolition and incidental costs will be limited to esta	
Do you want this funding request also to be considered	d for Green Acres funding Yes X No
(If yes, please adopt both the enclosed Urban Parks and	reen Acres enabling resolutions, and talk to your Green Acres
project manager to ensure proposal is eligible for GA fur	iding.)
T T T T T T T T T T T T T T T T T T T	
Estimated yearly operating/maintenance expenses aft	er project completion \$ TBD prior to submission
, , , , , g	proj
Have there been previous loans/grants related to this	property/present?
X Yes No If yes, explain	n: State and Federal funding to address environmental
assessment and contamination issues have been previou	siy awarded for the site
Total Comments of the Comments	
Are there any structures located on the project site	Yes X No If yes, please describe the use of the
structure(s) or if they will be demolished. Structure	will be preserved and eventually redeveloped. Currently, the
existing building is vacant.	the state of the s
447	
Is the project site a current or former landfill site kn	own or suspected hazardous waste site, or adjacent to (or
affected by) such sites?	owar of suspected hazardous waste site, or adjacent to (or
	ling has contamination that is being remediated with other
	ang has contamination that is being remediated with other
funding sources.	
	•
Tow cognisition musicate has the surject of the	10.11
ror acquisition projects, has the project site been iden	tified by a municipality or otherwise designated for use in
ON I.S. A. 52.27D 20119	ne housing obligations under the Fair Housing Act of 1985
(N.J.S.A. 52:27D-301)?	
N/A Yes No If yes, please describe	the alternative to meeting such obligations:
Has the municipality achieved an approved netition for	r plan endorsement or, for a municipality in the Pinelande
Has the municipality achieved an approved petition for received certification from the Pinelands Commission the	r plan endorsement or, for a municipality in the Pinelands,
received certification from the Pinelands Commission th	at its master plan and land use ordinances or regulations are
received certification from the Pinelands Commission the consistent with the minimum standards of the Pinelands (r plan endorsement or, for a municipality in the Pinelands, at its master plan and land use ordinances or regulations are Comprehensive Management Plan, pursuant to N.J.A.C. 7:50-
received certification from the Pinelands Commission the consistent with the minimum standards of the Pinelands (3 Part II or IV, as applicable?	at its master plan and land use ordinances or regulations are

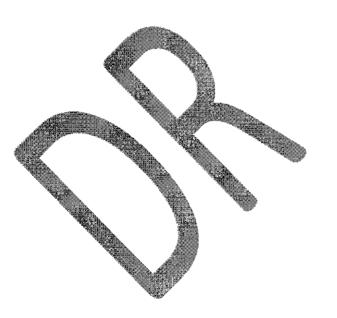
Current Community Profile:	Area <u>8.92</u>	(square miles)	
Population 73.562	Year 2019	Population per square mile	8 246 9

Project description (Please describe, in detail, the scope of project, existing land use, physical characteristics, short- and long-term plans for site, etc. This description will enable us to determine if your proposed project is eligible for funding. Attach additional sheets, if necessary.)

The application will be for the environmental remediation of the City of Camden Redevelopment Agency (CRA)-owned property located at 100 Cooper Street (aka Former RCA Building 8), which is designated as Block 72, Lot 1 on the City of Camden Tax Map. This 120,000 square foot steel, brink and concrete building located at the corner of Cooper and Front Streets, is vacant and was struck by lightning on August 28, 2020 causing damage to the building's roof. The concrete finial and many bricks were shattered and fell to the street below. The property is an important part of the component of the City of Camden's historic Cooper Grant Neighborhood. Additional funding is needed to repair and stabilize the building's historic façade.

The NJDEP Green Acres Urban Parks Funding can be used for the rehabilitation or restoration of a historic property that serves as a contributing resource to a Historic District that is listed on the New Jersey Register of Historic Places.

In the event of the grant award, the CRA will assist with grant administration, contracting, and construction of the project.



APPLICANT INFORMATION
Project Sponsor:
Name of Local Government City of Camden
Address 520 Market Street, City Hall
City <u>Camden</u> State <u>NJ</u> Zip <u>08101</u>
Chief Executive Officer _Curtis Jenkins, Acting Mayor E-mail addressMayor@ci.camden.nj.us
Telephone (856) <u>757-7200</u>
Applicant's federal identification number as assigned by IRS: 21-6000418 Person having day-to-day responsibility for this application:
Name Ms. Olivette Simpson Title Interim Executive Director, Camden Redevelopment Agency
Address 520 Market Street, Suite 1300 City Hall
City <u>Camden</u> State <u>NJ</u> Zip <u>08101</u>
Telephone (856) 968-3540 extension Fax Number ()
E-mail address OlSimpso@ci.camden.nj.us
Signature: Date:
I,
Date Signature of official authorized to submit application as per attached Governing Body Enabling Resolution(s)

URBAN PARKS HISTORIC PRESERVATION APPLICATION ATTACHMENTS CHECK LIST

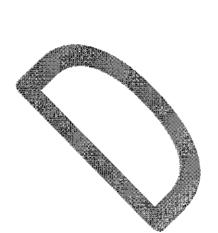
APPLICATION MATERIALS SHOULD BE SUBMITTED ON PAPER (ONE COPY) <u>AND</u> ELECTRONICALLY. (INDIVIDUAL EMAIL CANNOT EXCEED 25 MB.)

NOTE: This checklist should be returned with your completed application. If any items are not applicable, please indicate with 'N/A' next to that item.

1.		Application Form: Are all questions answered? Is form signed by the individual authorized by resolution?
2.		Governing Body Urban Parks Enabling Resolution (the enclosed form must be used)
3.	<u>N/A</u>	Governing Body Green Acres Enabling Resolution (must also be adopted for applications to be rolled
		over into the 2021 Green Acres funding round)
4.		Units and quantities cost estimate, prepared and signed by an authorized, licensed professional
5.		Narrative description of proposal (must address, in order, each applicable factor contained in the enclosed
		Local Project Priority System.)
6.		Site specific mapping:
		a. Site location on legible street map
		b. Tax map outlining boundaries of site to be developed
		c. Existing property survey (if available)
7.		Environmental Assessment (instructions enclosed)
8.		Conceptual Site Plan. Plans should be prepared by an authorized, licensed professional. Site plans
		should clearly identify all proposed facilities, any existing facilities and improvements, and any areas of
		proposed tree clearing
9.		Copy of irrevocable property lease or use agreement (if applicable).
		Proof of publication for the public hearing advertisement(s)
		Minutes from public hearing
		Digital photographs of the site
		Letters of support (see Priority System Factor #5)
		Letters from municipal and county planning boards describing how project is specifically consistent
		with appropriate Master Plan (see Priority System Factor #5).
15.		List of all applicable permits that may be required for the project. Applicants with projects requiring
		permits, grants, or other approvals must contact all applicable permitting agencies to secure permit
		information and application materials prior to the submission of an application. Evidence of having met
		this requirement must be provided with the application.
16	N/A	Letter verifying pre-application conference with the Highlands Council, Meadowlands Commission, or
10.	_14/17	Pinelands Commission, if applicable, including their comments on the preparation of
17.		Pinelands Commission, if applicable, including their comments on the proposed project.
1/.		Breakdown of annual operating/maintenance expenses after rehabilitation

Attachments currently being prepared:

- Governing Body Urban Parks Enabling Resolution
- Units and quantities cost estimate, prepared and signed by an authorized, licensed professional
- Narrative description of proposal
- Site specific mapping
- Environmental Assessment
- Conceptual Site Plan
- Proof of publication for the public hearing advertisement(s)
- Minutes from public hearing
- Digital photographs of the site
- Letters of support
- Letters from municipal and county planning boards describing how project is specifically consistent with appropriate Master Plan
- List of all applicable permits that may be required for the project.
- Breakdown of annual operating/maintenance expenses after rehabilitation



URBAN PARKS PROJECT PRIORITY SYSTEM

This priority system is used to evaluate the relative merits of proposed acquisition, park development, and historic preservation projects. The system is designed to reflect the degree to which proposed projects conform to findings, recommendations and priorities of the New Jersey Statewide Comprehensive Outdoor Recreation Plan, the New Jersey State Development and Redevelopment Plan, the New Jersey Comprehensive Statewide Historic Preservation Plan, the Preserve New Jersey Act, and DEP priorities. The system uses a set of factors to evaluate each project's conservation, recreation, and historic preservation features and benefits.

NOTE:

EACH APPLICABLE FACTOR SHOULD BE ADDRESSED, IN ORDER, IN NARRATIVE FORM.

FACTOR #1

OPEN SPACE NEEDS (Acquisition)

Up to 25 pts.

Up to 3 pts. each

This factor evaluates the extent to which a proposed acquisition project will satisfy local open space needs. Please discuss the needs of the population to be served. The service area for each project will be defined based on population density and the type and size of the project. Please discuss whether the project site is located in a census block group identified as an Overburdened Community (see www.nj.gov/dep/ej/communities.html), and if so, which criteria apply (i.e., minority/lowincome/limited English proficiency). If the project site is not located within an OBC but will directly benefit residents of a nearby OBC, please describe project site's relative location and benefits.

FACTOR #2

SERVICE AREA FACILITY NEEDS (Development and Historic Preservation) Up to 20 pts. Please discuss the needs of the population to be served and evaluate the extent to which the proposed project will satisfy local recreation needs or historic preservation priorities. The service area for the project will be defined on the basis of population density, scope and type of project. Please discuss whether the project site is located in a census block group identified as an Overburdened Community (see www.nj.gov/dep/ej/communities.html), and if so, which criteria apply (i.e., minority/low-income/limited English proficiency). If the project site is not located within an OBC but will directly benefit residents of a nearby OBC, please describe project site's relative location and benefits.

FACTOR#3

ENVIRONMENTAL PROTECTION (Acquisition only) This factor is used to determine to what extent a proposed acquisition meets key conservation and

environmental protection goals.

- Lands that are of sufficient size and located so as to: a)
 - 1. Protect critical wildlife habitat:
 - 2. Enhance or preserve a critical site identified in the State Plan, New Jersey Meadowlands Master Plan, the Pinelands Comprehensive Management Plan, and Highlands Regional Master Plan, as applicable, and/or another unique natural area or land type (for example, steep slopes, dunes, beach, wetlands, forest lands);
 - 3. Provide additions to or link between existing public recreation and/or open space areas:
 - 4. Support regional open space and/or conservation initiatives, such as shore protection or the preservation of landscape ecology, biodiversity, wildlife corridors and/or greenways; and
 - 5. Protect documented endangered and/or threatened species habitat.

- b) Greenways and water resource protection projects, including forests, shorelines, and stream corridors that are of sufficient size and located so as to:
 - 1. Establish an integral link in an existing or planned local, regional or statewide conservation initiative, or a component of a Wild and Scenic Rivers system under the National Wild and Scenic Rivers Act, 16 U.S.C. § 1271-1287 and/or the New Jersey Wild and Scenic Rivers Act, N.J.S.A. 13:8-45 et seq.;
 - 2. Facilitate water resource protection efforts by preserving property that is located partially or wholly in a watershed upstream of a surface water drinking intake as determined by the DEP's GIS/Geoweb layer, "water source area" or within a well head protection area as determined by the DEP's GIS/Geoweb layer, "well head protection areas (community)" and/or "well head protection areas (non-community)" (See * below for source information);
 - 3. Provide significant natural flood protection;
 - 4. Site is a physical or visual buffer between a significant natural resource/feature and development, or provide visual or physical access to the water; and
 - 5. Protect headwaters, tributaries, or corridors of any waterbodies classified as "Category One Waters," pursuant to N.J.A.C. 7:9B, and associated special water resource protection areas established pursuant to N.J.A.C. 7:8, as well as other streams or rivers.

FACTOR #4 HISTORIC RESOURCE PRESERVATION (Acquisition and Historic Preservation) Up to 3 pts. Each

This factor is used to determine to what extent a proposed acquisition or historic preservation project meets key historic resource preservation goals.

- a) The degree to which the project site has local, statewide, or national significance, or if it is also listed on the National Register of Historic Places.
- b) For air sequisition, if the parcel to be acquired provides an extension to or linkage between existing historic property(ies) and other public recreation/conservation areas.
- c) The degree to which the project is a significant and/or contributing component of a historic district designated as such under N.J.S.A. 13:IB-15.128 et seq.
- d) If the project is part of an ongoing historic preservation or rehabilitation project or historic study or investigation, or contributes toward statewide efforts to prepare for the Semiquincentennial;

FACTOR #5 PUBLIC PARTICIPATION/SUPPORT/PLANNING (All projects)

This factor evaluates public involvement and support in the planning process beyond the minimum requirement of a public hearing.

a) Support

Public support for a project is encouraged and should be demonstrated through letters from the municipal and county planning boards, park agencies, recreation departments, environmental commissions, historic preservation commissions, user groups, and the general public.

b) Planning

Up to 10 pts.

Applicants should:

 demonstrate consistency with the New Jersey State Development and Redevelopment Plan (State Plan); New Jersey Meadowlands Master Plan, Pinelands Comprehensive Management Plan, or Highlands Regional Master Plan, as applicable; the <u>New Jersey Statewide Comprehensive Outdoor Recreation Plan</u>; and local and county land use plans, especially open space and recreation elements thereof, as demonstrated in excerpts from or specific references to such plans in the project application.

describe how the project promotes the goals and principals outlined in the <u>Furthering the</u>
 <u>Promise</u> environmental justice report and/or contributes to resilience or mitigation of climate change impacts.

climate change impacts.

- provide proof of an approved petition for plan endorsement by the State Planning Commission (if available) or, for a local government in the Pinelands, certification from the Pinelands Commission that its master plan and land use ordinances or regulations are consistent with the minimum standards of the Pinelands Comprehensive Management Plan, pursuant to N.J.A.C. 7:50-3 Part II or IV, as applicable.
- for park development projects, discuss how the proposed project is supported by local recreation facilities planning, after reviewing both current and anticipated recreational demand for and supply of the particular proposed recreational facilities.
- for historic preservation projects, demonstrate consistency with the <u>New Jersey Comprehensive Statewide Historic Preservation Plan</u>; is based upon a planning document such as a Historic Structures Report, a Preservation Plan, a Cultural Landscape Report, or similar; and includes provisions for project team members that meet or exceed the National Park Service's Professional Quantification Standards in the relevant disciplines, published at 36 CFR Part 61.

FACTOR #6 PROJECT QUALITY (All projects)

This factor evaluates project elements and features

a) Accessibility (All projects)

The proposed project:

1 pt. each

The site location:

- 1. Is close to population centers;
- 2. Is accessible by public transportation;

3. Is accessible by walking and bicycling; or

4. Creates public access where none exists or where existing access is undeveloped or restricted.

Recreation Potential (Acquisition only)

Up to 2 pts. each

The site.

1. Is suitable for major recreation facility development;

- 2. Is suitable for the use and/or development of appropriate water dependent recreation activities or facilities;
- Represents part of a planned or existing waterfront development or redevelopment plan:
- 4. Provides environmental and/or historic interpretive opportunities;

5. Improves management or expansion of recreation facilities; or

- 6. Creates a potential recreation area in an Overburdened Community where one does not already exist.
- c) Water Access (All projects) Up to 6 pts. (see table 1)
 This subfactor evaluates the extent to which a project improves needed visual and/or physical public access to water.
- d) Project Quality (Development and Historic Preservation) Up to 2 pts. each
 - 1. Serves multiple recreation and conservation purposes;
 - 2. Provides opportunities for recreational uses by diverse user groups;
 - 3. Includes significant plantings of native tree species;
 - 4. Minimizes use of impervious surfaces; or

5. Provides recreational facilities in an Overburdened Community where they do not already exist.

e) Cost Effectiveness (All projects) Point range: +2 to -2

This subfactor evaluates the quality of conservation, recreation opportunities provided by a project in comparison to the anticipated cost. Considerations include:

- Whether the land is available at lower cost due to bargain sale, easement, donation of land value, or partnerships (acquisition) or donation of labor, equipment, or materials or partnerships (development or historic preservation);
- 2. Cost of future operation and maintenance:
- The anticipated life of the proposed facility relative to the long-term capital investment (development and historic preservation);
- Whether the project site has development approvals from local planning board (Acquisition only); and
- Whether other public or private funds have been obtained for this project.

FACTOR #7 **PROJECT PRIORITIES (All projects)**

1 pt. each

The following acquisition and development project elements are encouraged. Please support answer.

- a) Private investment, ecotourism, or heritage tourism potential or public private sector venture:
- b) Waterfront development or redevelopment:
- c) Trails, bike paths, or greenways;
- d) Historic or archeological resource enhancement or preservation:
- e) Wildlife habitat protection;
 f) Multiple uses and provides active and passive recreation opportunities;
- g) Addition to or the development of a prior Green Acres-funded acquisition or development project;
- h) Private donation of land, equipment, labor, or cash, etc.;
- Likelihood or threat of private development for other than recreation and conservation purposes. Examples include whether the property is on the market or is the subject of local planning board action, or if any development permits of approvals have been sought for the property (Acquisition
- Design and construction that utilizes clean and renewable energy and maximizes energy efficiency (Development only);
- Rehabilitation or redevelopment of an existing recreational facility (Development only);
- Reclamation of a former brownfields site:
- m) A project undertaken by a municipality in the Highlands that has amended its development regulations in accordance N.J.S.A. 13:20-13 to establish one or more receiving zones for transfer of development potential from a sending zone in the Highlands);
- n) A project undertaken by a municipality that has amended its development regulations in accordance with the State Transfer of Development Rights Act (P.L. 2004, c. 2 (N.J.S.A. 40:55D-137 et seq. to establish one or more receiving zones for the transfer of development potential;
- o) A project site located in a census block group identified as an Overburdened Community;
- p) Preserves a threatened historic property:
- q) A project that contributes to resilience or mitigation of climate change impacts.

FACTOR #8

FACILITY DESIGN SENSITIVITY AND SITE SUITABILITY (Development and Historic)

a) General recreation facilities

Up to 2 pts. each

The environmental features of the site will be used to determine the design sensitivity of the project. Projects that will have a significant negative impact on the site's natural resources or historic properties will not be considered. Project design should minimize adverse impacts on the environmentally sensitive features of the site by:

- 1. Locating proposed facilities in already cleared areas, to minimize additional clearing of trees and vegetation;
- 2. Locating proposed facilities where topography and soil conditions are suitable, to minimize grading, excavation, fill, and drainage of a site; and
- 3. Retaining, enhancing, or establishing vegetative buffers, or incorporating other site-sensitive techniques, to minimize impacts on sensitive areas such as shellfish beds, beach/dune systems, forests, wetlands, steep slopes, endangered or threatened species habitat, and aquifer recharge areas.
- 4. Incorporating natural features to adapt for sea level rise (e.g. establishing living shorelines, revegetating riparian areas, enhancing wetlands, protecting flood prone lands, and including green infrastructure.)

b) Structures/Buildings

1 point

For projects involving structures, project is designed and constructed to meet the U.S. Green Building Council's (USGBCs) Leadership in Energy and Environmental Design (LEEDTM) Green Building Rating System for New Construction and Major Renovations Version 2.1. (For more information on the USGBC's LEEDTM System go to www.usstcorg.)

For buildings that are too small to qualify for LEEDTM certification, project should adhere to similar design principles, including some of the following: the installation of equipment that results in water use reduction; the use of clean energy, renewable energy; and energy efficient technologies; the use of construction materials that include recycled content; and the use of materials that reduce exposure to indoor air contaminants.

For projects involving historic properties, the project meets the Secretary of the Interior's Standards for the Treatment of Historic Properties.

TABLE 1
PUBLIC ACCESS TO WATER
Need for Access

Water Body Type	<u>HIGH</u>	<u>MEDIUM</u>	<u>LOW</u>
Ocean	6	5	4
Bay River Large Lake	5	4	3
Stream Lake Small Stream	4	3	2
Pond	3	2	1

^{*}Instructions for determining Priority System #3(b)2.

- 1. Go to https://njdep.maps.arcgis.com/apps/webappriewer/index.html?id=02251e521d97454aabadfd8cf168e44d
- 2. Click the "Add Data" Widget, the right-most symbol on the top blue bar (looks like a + on top of a piece of paper)
- 3. Type "Water Source Areas" into the search bar and click the magnifying glass or hit enter
- 4. Click "ADD" underneath "Water Source Areas of New Jersey" to add the layer to the map
- 5. Type "Well Head Protection Areas"
- 6. Click "ADD" underneath "Well Head Protection Areas for Public Non-Community" & "Well Head Protection Areas for Public Community"



ENVIRONMENTAL IMPACT ASSESSMENT INSTRUCTIONS

As part of the Urban Parks funding proposal, each applicant must collect, evaluate, and present pertinent environmental information necessary to ascertain the suitability of the site for the activities proposed. Please review and consider the applicable Landscape Project maps and reports, developed by the DEP's Division of Fish and Wildlife, during the preparation of the environmental assessment. Information about the Landscape Project can be found at www.nj.gov/dep/fgw/ensp/landscape/index.htm or by emailing the Division at www.nj.gov/dep/fgw/ensp/landscape/index.htm or by emailing the Division at www.nj.gov/dep/fgw/contactform.htm.

OUTLINE

1. DESCRIPTION OF THE PROPOSED ACTION

- a. Briefly describe the total development project
- b. State objectives of the project
- c. Fully describe multi-phase projects

2. DESCRIPTION OF THE ENVIRONMENT

Describe existing environmental features:

- a. vegetation
- b. wildlife
- c. geology, topography and soils
- d. water resources/hydrology
- e. historic/archeological resources
- f. transportation/access to site
- g. adjacent land uses/description of the surrounding neighborhood

3. ENVIRONMENTAL IMPACT ANALYSIS OF PROPOSED ACTION

Impacts are defined as direct or indirect changes in the existing environment, whether beneficial or adverse, that are anticipated as a result of the proposed action or related future actions and uses. Any off-site impacts, such as increased traffic on neighborhood roads or increased noise levels in surrounding areas, should be described. Whenever possible, environmental impacts should be quantified (i.e., number of trees to be removed, cubic yards of cut/fill, etc.).

- a. Discuss all affected resources and the significance of each impact
- b. Discuss short-term and long-term project impacts
- c. Discuss anticipated increase in recreation and overall use of site over time
- d. Identify adjacent environmental features that may be affected by the proposal
- e. List any permits required for project and brief status (i.e., waterfront development)
- f. For development that would impact an undisturbed portion of the project site, the local government must submit a Natural Heritage Data Request Form to the DEP's Office of Natural Lands Management (form available at www.nj.gov/dep/parksandforests/natural/heritage/datareq.html or by writing to Natural Heritage Program, PO Box 404, Trenton, New Jersey 08625-0404). Please attach and discuss the results of the search.
- g. Discuss if/ how the project may be impacted by sea level rise and any related design considerations.

4. ALTERNATIVES TO THE PROPOSED ACTION

- a. Identify alternate sites
- b. Discuss alternate levels and types of development
- c. Compare environmental impacts of each alternative

5. MITIGATING MEASURES

Describe the measures that will be undertaken to mitigate adverse impacts



Application Support

Feel free to reach out to the assigned project manager with your application questions. Due to remote working, email outreach is recommended. You may email your representative directly via the links below or ask general questions through <u>UrbanParksApplications@dep.nj.gov</u> or (609) 984-0570.

County	Contact for acquisition projects (entire county, unless noted)	Contact for park development or historic projects (entire county, unless noted)
Atlantic	Kathleen Croes Bruce Bechtloff (Atlantic City)	Bruce Bechtloff
Bergen	Amy Sumoski	Cecile Murphy
Burlington	Jessy Muttathil	Cecile Murphy
Camden	Jessy Muttathil Cecile Murphy (Camden City)	Cecile Murphy
Cape May	Courtney Wald-Wittkop	Bruce Bechtloff
Cumberland	Courtney Wald-Wittkop	Bruce Bechtloff
Essex	Kelly Christopher Amy Sumoski (Newark)	Kelly Christopher Amy Sumoski (Newark)
Gloucester	Kathleen Croes	Bruce Bechtloff
Hudson	Phillip Collins	Phillip Collins
Hunterdon	Kerry Owen	Kelly Christopher
Mercer	Renée Jones Phillip Collins (Trenton)	Phillip Collins
Middlesex	Renée Jones Cecile Murphy (Carteret, New Brunswick, Perth Amboy)	Cecile Murphy
Monmouth	Kathy Minniear Cecile Murphy (Asbury Park, Long Branch)	Cecile Murphy
Morris	Jamie Carpenter	Kelly Christopher
Ocean	Kathleen Croes	Bruce Bechtloff
Passaic	Amy Sumoski	Kelly Christopher
	Kelly Christopher (Clifton City)	Amy Sumoski (Paterson City)
	Cecile Murphy (Passaic City)	Cecile Murphy (Passaic City)
Salem	Jessy Muttathil	Bruce Bechtloff
Somerset	Kimberly Testa	Kelly Christopher
Sussex	Jamie Carpenter	Kelly Christopher
Union	Bruce Bechtloff	Bruce Bechtloff
Warren	Kimberly Testa	Kelly Christopher

Urban Parks Eligible Municipalities

Atlantic County

Absecon City
Atlantic City
Buena Borough
Buena Vista Township
Egg Harbor City
Egg Harbor Township
Galloway Township
Hamilton Township
Hammonton City
Northfield City
Pleasantville City
Somers Point City
Ventnor City

Bergen County

Alpine Borough Bergenfield Borough Bogota Borough Carlstadt Borough Cliffside Park Borough Closter Borough Cresskill Borough Demarest Borough **Dumont Borough** East Rutherford Borough Edgewater Borough Elmwood Park Borough **Emerson Borough Englewood City Englewood Cliffs Borough** Fair Lawn Borough Fairview Borough Fort Lee Borough Garfield City Glen Rock Borough Hackensack City Harrington Park Borough Hasbrouck Heights Borough Hillsdale Borough Leonia Borough

Little Ferry Borough

Lodi Borough

Lyndhurst Township Mahwah Township Maywood Borough Midland Park Borough Montvale Borough Moonachie Borough New Milford Borough North Arlington Borough Northvale Borough Norwood Borough Old Tappan Borough Oradell Borough Palisades Park Borough Paramus Borough Ridgefield Borough Ridgefield Park Village Ridgewood Village River Edge Borough River Vale Township Rochelle Park Township Rockleigh Borough Rutherford Borough Saddle Brook Township South Hackensack Township Teaneck Township Tenafly Borough Teterboro Borough Upper Saddle River Borough Waldwick Borough Wallington Borough Westwood Borough Wood-Ridge Borough

Burlington County

Beverly City
Bordentown Township
Burlington City
Burlington Township
Chesterfield Township
Delran Township
Eastampton Township
Edgewater Park Township

Fieldsboro Borough Florence Township Lumberton Township Maple Shade Township Mount Holly Township Mount Laurel Township New Hanover Township North Hanover Township Palmyra Borough Pemberton Borough Pemberton Township Riverside Township Southampton Township Westampton Township Willingboro Township Wrightstown Borough

Camden County

Audubon Borough Bellmawr Borough Berlin Borough Berlin Township Camden City Cherry Hill Township Chesilhurst Borough Clementon Borough Collingswood Borough Gloucester City Gloucester Township Hi-Nella Borough Lawnside Borough Lindenwold Borough Magnolia Borough Merchantville Borough Pennsauken Township Pine Hill Borough Runnemede Borough Somerdale Borough Stratford Borough Voorhees Township Waterford Township Winslow Township

Woodlynne Borough

Cape May County

Cape May City
Cape May Point Borough
Lower Township
Middle Township
North Wildwood
Ocean City
Wildwood City
Wildwood Crest Borough

Woodbine Borough

Cumberland County

Bridgeton City
Commercial Township
Deerfield Township
Fairfield Township
Lawrence Township
Maurice River Township
Millville City
Upper Deerfield Township
Vineland City

Essex County

Belleville Township
Bloomfield Township
City of Orange Township
East Orange City
Fairfield Township
Glen Ridge Borough
Irvington Township
Livingston Township
Maplewood Township
Millburn Township
Montclair Township
Newark City
Nutley Township
South Orange Village Township
West Orange Township

Gloucester County

Clayton Borough
Deptford Township
Elk Township
Franklin Township

Glassboro Borough Monroe Township Paulsboro Borough Pitman Borough Swedesboro Borough Washington Township West Deptford Township Westville Borough Woodbury City

Hudson County

Bayonne City
East Newark Borough
Guttenberg Town
Harrison Town
Hoboken City
Jersey City
Kearny Town
North Bergen Township
Secaucus Town
Union City
Weehawken Township
West New York

Hunterdon County

Clinton Township Flemington Borough

Mercer County

East Windsor Township
Ewing Township
Hamilton Township
Hightstown Borough
Lawrence Township
Princeton
Robbinsville Township
Trenton City
West Windsor Township

Middlesex County

Carteret Borough
Dunellen Borough
East Brunswick Township
Edison Township
Highland Park Borough
Jamesburg Borough

Metuchen Borough Middlesex Borough Milltown Borough Monroe Township New Brunswick North Brunswick Township Old Bridge Township Perth Amboy City Piscataway Township Plainsboro Township Sayreville Borough South Amboy City South Brunswick Township South Plainfield Borough South River Borough Spotswood Borough Woodbridge Township

Monmouth County

Aberdeen Township Asbury Park City Belmar Borough Bradley Beach Borough Colts Neck Township Eatontown Borough Farmingdale Borough Freehold Borough Freehold Township Hazlet Township Highlands Borough Holmdel Township Howell Township Keansburg Borough Keyport Borough Long Branch City Manalapan Township Marlboro Township Matawan Borough Neptune City Borough Neptune Township Ocean Township Red Bank Borough Shrewsbury Township Tinton Falls Borough

Union Beach Borough

Morris County

Boonton Town Butler Borough Chatham Township Dover Town East Hanover Township Madison Borough Mine Hill Township Montville Township Morris Township Morristown Town Mount Arlington Borough Mount Olive Township Parsippany-Troy Hills Township Pequannock Township Randolph Township Rockaway Borough Rockaway Township Roxbury Township

Victory Gardens Borough

Ocean County

Wharton Borough

Barnegat Township Berkeley Township **Brick Township** Jackson Township Lacey Township Lakehurst Borough Lakewood Township Little Egg Harbor Township Long Beach Township Manchester Township Ocean Gate Borough Seaside Heights Borough South Toms River Borough Stafford Township Toms River Township Tuckerton Borough

Passaic County

Bloomingdale Borough
Clifton City
Haledon Borough
Hawthorne Borough
Passaic City
Paterson City
Pompton Lakes Borough
Prospect Park Borough
Ringwood Borough
Totowa Borough
Wanaque Borough
Wayne Township
Woodland Park Borough

Salem County

Carneys Point Township Penns Grove Borough Pennsville Township Salem City Woodstown Borough

Somerset County

Bedminster Township
Bernards Township
Bound Brook Borough
Bridgewater Township
Franklin Township
Green Brook Township
Hillsborough Township
Manville Borough
Montgomery Township
North Plainfield Borough
Raritan Borough
Somerville Borough
South Bound Brook Borough

Sussex County

Franklin Borough Hopatcong Borough Montague Township Newton Town Sussex Borough

Union County

Clark Township Cranford Township Elizabeth City

Warren County

Hackettstown Town Lopatcong Township Phillipsburg Town Washington Borough

RESOLUTION AUTHORIZING A TEMPORARY EMERGENCY APPROPRIATION IN THE AMOUNT OF \$20,800.00 FROM THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR THE FY21 TRANSIT SUPPORT PROGRAM

WHEREAS, funds have become available through an award approved by the Delaware Valley Regional Planning Commission to the City of Camden and no adequate provision has been made in the 2021 temporary budget for the aforesaid purpose, N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the above mentioned purpose; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, of not less than two-thirds of all the members of City Council thereof affirmatively concurring, that in accordance with provisions of N.J.S.A. 40A:4-20:

- 1. An emergency temporary appropriation be and the same is hereby made for the DVRPC to underwrite administrative costs in the amount of \$20,800 and in a local match of \$15,947.
- 2. That said emergency temporary appropriation will be provided for in the temporary budget under the title of

"FY21 DVRPC - Planning Commission - Transit Support Program"

3. That one certified copy of this resolution be filed with the Director of Local Government Services.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: May 18, 2021

The above has been reviewed and approved as to form.

race Bows MICHELLE BANKS-SPEARMAN

City Attorney

CURTIS JENKINS President, City Council

ATTEST:

LUIS PASTORIZA Municipal Clerk

CITY OF CAMDEN

CITY COUNCIL REQUEST FORM

Council Meeting Date: May 13, 2021

TO: Jason J. Asuncion, Esq., Busines	s Administrator		
FROM: Edward C. Williams, PP, AICP,	CSI, Director		
Department Making Request:	Planning and Dev	velopment velopment	
TITLE OF RESOLUTION/ORDINA emergency appropriation in the a Delaware Valley Regional Planning	amount of \$20,8	ion authorizing a temporary 000.00 in the budget from the ansit Support Program).	
BRIEF DESCRIPTION OF ACTION: to the temporary emergency appropria Regional Planning Commission). (February)	tion for the Transit	Support Program (Delaware Valley	
(WALK ON)		
BIDDING PROCESS:N/A Procurement Process: Bid#, RFP#, State Contract#, Non-F	āir & Open, EUS:		
APPROPRIATION ACCOUNT(S): n/a			
AMOUNT: \$2,000.00			
Waiver Attached for State (DCA) Approval Contracts for Services, Grant Applications/Awards, License Agreements, etc. (Any Resolution that has Impact on City budget)			
	<u>Date</u>	Signature	
Approved by Relevant Director:	5-521		
Approved by Grants Management:		(If applicable)	
Approved by Finance Director: ☐ CAF –Certifications of Availability of Funds			
Approved by Purchasing Agent:			
Approved by Business Administrator:	5-5-21	Jung arm	
Received by City Attorney:	5/14/21	Microla Bardper	
Please note that the Contact Person is the point person for	providing portinget leformat	ion consuling consult	

****Please attach all supporting documents****

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

	(Name) Please Print	(Extension #)
Prepared By:		
Contact Person:		

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Amount: \$36,747

No. 21-63-025

AGREEMENT

BY AND BETWEEN

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

AND

CITY OF CAMDEN, NEW JERSEY

AND

City of Camden, New Jersey, having its principal office at Department of Development and Planning, P.O. Box 95120, Camden, New Jersey 08101-5120 hereinafter referred to as the SUBRECIPIENT.

WITNESSETH:

WHEREAS, the COMMISSION has entered into Agreement with the New Jersey Department of Transportation, hereinafter referred to as the AGENCY, whereby the COMMISSION is to perform certain obligations under its Agreement in the accomplishment of a grant from the AGENCY as follows:

Agency	Funds	Source of Funds	Date
New Jersey	\$20,800	Federal Transit	July 1, 2020
Department of		Administration New	
Transportation		Jersey	

WHEREAS, the SUBRECIPIENT will perform certain services under this AGREEMENT in connection with Project No. 21-63-025, "City of Camden Transit Planning Program," in the COMMISSION'S FY2021 Unified Planning Work Program, which is effective July 1, 2020, hereinafter referred to as the PROJECT; and

WHEREAS, the SUBRECIPIENT is qualified to perform the services as herein set forth, being duly selected in accordance with the COMMISSION's SUBRECIPIENT Selection Procedures; and

WHEREAS, the PROJECT will be coordinated by the COMMISSION's Executive Director, or designee, with other elements of the COMMISSION's overall program of regional planning, to avoid duplication of effort and to ensure that all activities in the program are compatible and interrelated;

Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction and management of the PROJECT, and shall have oversight of the PROJECT and be administratively responsible to the COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1: General Conditions

1.1 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT agrees to perform such services as are specified in: (1) this AGREEMENT; (2) Exhibit "A," the Standard Articles of Agreement for Subrecipients; and (3) Exhibit "B," Scope of Services, Unified Planning Work Program Description entitled,

"City of Camden Transit Planning Program." Exhibit "A" and Exhibit "B" are attached hereto and are incorporated by reference.

1.2 During the term of this AGREEMENT requests to modify either the scope or budget shall be made in writing to the COMMISSION's Contracts Manager.

John Griffies
Contracts Manager
Delaware Valley Regional Planning Commission
190 N. Independence Mall West, 8th Floor
Philadelphia, PA 19106-1520
igriffies@dvrpc.org

Section 2: Contract Funding

2.1 The total cost of the PROJECT shall not exceed \$36,747 with approved funding as follows:

Funds Provided by AGENCY: \$20,800

SUBRECIPIENT Local Match: \$15,947

Total Amount: \$36,747

Section 3: Method of Payment

- 3.1 Payment to the SUBRECIPIENT for work performed shall be on a costreimbursable basis with payments based on the submission of invoices and progress reports documenting the work completed during the period reported.
- 3.2 SUBRECIPIENT's spending will be in accordance with the Budget Proposal attached and made part of this AGREEMENT as Exhibit "C."
 - A. If SUBRECIPIENT intends to utilize any external consultant(s) to perform work in furtherance of the PROJECT, SUBRECIPIENT shall provide an anticipated cost for each external consultant in the Budget Proposal. Upon selection of any external consultant(s), SUBRECIPIENT shall notify the COMMISSION in writing indicating the selected external consultant(s) and provide a modified Budget Proposal including a separate budget proposal for the consultant(s). Upon review, the COMMISSION will provide a letter informing that the modified Budget Proposal has been approved and will be incorporated to this

AGREEMENT as outlined in Section 5.2 of the Standard Articles for Subrecipients.

- 3.3 The amount payable by the COMMISSION to the SUBRECIPIENT shall not exceed Twenty Thousand Eight Hundred Dollars (\$20,800). The SUBRECIPIENT understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.
- 3.4 As outlined in Article 6.1 in the Standard Articles of Agreement for Subrecipients, Exhibit "A," SUBRECIPIENT shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to invoices@dvrpc.org.

A. All invoices must consist of:

- Assigned cover page with the total reimbursement request amount;
- Breakdown of costs as per the contract pricing proposal format with staff names, number of hours worked, payroll rate; overhead, direct expenses, subconsultant costs and fees;
- 3. Receipts for Direct Expenses;
- 4. Copies of all subconsultant invoices; and
- 5. Progress Report for the Reporting Period.

Section 4: Administration of AGREEMENT

- 4.1 The Executive Director of the COMMISSION, or his/her designee, shall be the authorized agent to act on behalf of the COMMISSION in the administration of this AGREEMENT, and shall give notices, issue change orders, and otherwise represent the COMMISSION in the negotiation of matters arising out of this AGREEMENT.
- 4.2 The Principal of the SUBRECIPIENT, or his/her designee, shall be the authorized agent to act on behalf of the SUBRECIPIENT in the administration of this AGREEMENT and in the negotiation of matters arising out of this AGREEMENT.

Section 5: Time of Performance

5.1 As the PROJECT start date is July 1, 2020, the effective date of the COMMISSION'S FY2021 Unified Planning Work Program, SUBRECIPIENT may commence work as of that date. The SUBRECIPIENT shall complete work on the PROJECT no later than June 30, 2021.

Section 6: Coordination and Cooperation

- 6.1 The SUBRECIPIENT agrees to provide the COMMISSION with sufficient copies of all materials and documents, in a timely manner, which are necessary for the COMMISSION to meet its obligations to the AGENCY.
- 6.2 The SUBRECIPIENT understands that the services to be provided by the SUBRECIPIENT inform the COMMISSION's overall planning program and must be provided in accordance with the COMMISSION's schedule.

Section 7: Title VI Policy & Self-Certification:

7.1 The COMMISSION has adopted the following policy statement as part of its Title VI Compliance Plan:

The Delaware Valley Regional Planning Commission (DVRPC) assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any agency-sponsored program or activity. Nor shall sex, age, or disability stand in the way of fair treatment of all individuals.

The COMMISSION further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event that the COMMISSION distributes federal aid funds to another entity, THE COMMISSION will include Title VI language in all written agreements and will monitor for compliance. Title VI compliance is a condition of the receipt of federal funds.

The COMMISSION's Executive Director and Title VI Compliance Manager are authorized to ensure compliance with provisions of this policy and with the law, including the requirements of Title 23 Code of Federal Regulations (CFR) 200 and Title 49 CFR 21.

The COMMISSION acknowledges its responsibility for initiating and monitoring Title VI activities, preparing required reports and other responsibilities as required by Title 23 Code of Federal Regulations (CFR) 200 and by Title 49 CFR Part 21.

The COMMISSION requires verification of the compliance of SUBRECIPIENT with Title VI provisions of the Civil Rights Act of 1964, per state and federal guidance for all new contracts entered into by the COMMISSION. The COMMISSION reserves the right to conduct subsequent Title VI compliance reviews on any SUBRECIPIENT during a contract.

- 7.2 As part of its verification of compliance with Title VI, the COMMISSION requires the following Self-Certification. All duly authorized representatives of the SUBRECIPIENT must certify that:
 - A. The SUBRECIPIENT understands that compliance with Title VI of the Civil Rights Act of 1964 {42 U.S.C. 2000d}, the Civil Rights Restoration Act of 1987, and other nondiscrimination statutes is a requirement for receiving federal funds.
 - B. During the performance of this contract, the SUBRECIPIENT, for itself, its assignees, and successors in interest, agree as follows:
 - 1. Compliance with Regulations

The SUBRECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The SUBRECIPIENT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SUBRECIPIENT shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Procurement of Materials & Equipment

In all solicitations either by competitive bidding or negotiations made by the SUBRECIPIENT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SUBRECIPIENT of the SUBRECIPIENT obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The SUBRECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by appropriate federal or state agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to appropriate federal or state agency as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the SUBRECIPIENT noncompliance with the nondiscrimination provisions of this contract, DVRPC shall impose such contract sanctions as it or the appropriate federal or state agency may determine to be appropriate, including, but not limited to, withholding of payments to the SUBRECIPIENT under the contract until the SUBRECIPIENT complies; and/or cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontractor or procurement as may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SUBRECIPIENT may request DVRPC enter into such litigation to protect the interests of the state and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States

C. The SUBRECIPIENT will ensure that, as per paragraph 6 above, paragraphs 1-5 will be included in all subcontracts.

Section 8: Special Conditions:

- 8.1 By executing this AGREEMENT, the SUBRECIPIENT hereby specifically agrees to Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances of Exhibit "A," the Standard Articles of Agreement for Subrecipients.
- 8.2 Electronic, digital, or pdf signatures delivered by email shall constitute a legal and binding signature to this AGREEMENT.

this AGREEMENT as of the date above first written, intending to be legally bound hereby. **DELAWARE VALLEY REGIONAL** ATTEST: PLANNING COMMISSION (SEAL) Date: ____ ATTEST: CITY OF CAMDEN, NEW JERSEY Francisco Moran, Mayor Dr. Edward C. Williams (SEAL) Date: Federal Information: Type of Grant: Department of Transportation (FTA)

IN WITNESS WHEREOF, the COMMISSION and the SUBRECIPIENT have executed

Program: Metropolitan Transportation Planning (FTA)

CFDA Number: 20.505 (FTA) Federal Funds: \$20,800

Contact Information:

For the SUBRECIPENT

Dr. Edward C. Williams, PP, AICP, CSI, Director Department of Development and Planning City of Camden, New Jersey P.O. Box 95120 Camden, NJ 08101-5120 SUBRECIPIENT DUNS #: 077069581 856-757-7214 edwillia@ci.camden.nj.us

For COMMISSION

John R. Griffies
Contracts Manager
The Delaware Valley Regional Planning Commission
190 N. Independence Mall West
Philadelphia, PA 19106
COMMISSION DUNS#: 069056547
215-238-2925
jgriffies@dvrpc.org

Exhibit "A"

Standard Articles of Agreement for Subrecipients



Standard Articles of Agreement for Subrecipient

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Article 1: Responsibilities and Services of the SUBRECIPIENT	3
Article 2: Assignability	5
Article 3: Oversight	5
Article 4: Responsibilities of the COMMISSION	5
Article 5: Changes and Amendments	6
Article 6: Compensation and Method of Payment	7
Article 7: Termination of Agreement for Cause and/or Convenience	8
Article 8: Suspension of Agreement - Stop Work Orders	. 10
Article 9: Disputes	. 11
Article 10: Arbitration	. 11
Article 11: Federal Requirements	. 13
Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances	
Article 13: Interest of Members of the COMMISSION and Others	. 27
Article 14: Interest of the SUBRECIPIENT	. 28
Article 15: Interest of Members of Congress	. 28
Article 16: Audit and Inspection of Records	. 28
Article 17: Identification of Documents	. 29
Article 18: Publicity	. 29
Article 19: Rights in Data, Copyrights, and Disclosure	. 29
Article 20: Confidentiality	. 30
Article 21: Patent Rights	. 31
Article 22: Liquidated Damages	. 31
Article 23: Invoice Forms and Payroll Records	. 32
Article 24: Certification of Non-collusion	. 32
Article 25: Restrictions on Lobbying	. 32
Article 26: Entire Agreement	. 33

Article 1: Responsibilities and Services of the SUBRECIPIENT

- 1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT.
- 1.2 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the AGREEMENT and Exhibit "B", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.
- 1.3 The SUBRECIPIENT hereby agrees to administer the AGREEMENT in compliance with all applicable law and in accordance with all requirements and regulations of the AGENCY and COMMISSION. The SUBRECIPIENT understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this AGREEMENT at any particular time.
- 1.4 The SUBRECIPIENT bears primary responsibility for the administration and success of the PROJECT. Although the SUBRECIPIENT is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise, the giving of such advice shall not shift the responsibility for final decisions to the COMMISSION and/or the AGENCY.
- 1.5 The SUBRECIPIENT hereby agrees to furnish its services in accordance with this AGREEMENT and all applicable professional standards. All of the services specified by this AGREEMENT shall be performed by the SUBRECIPIENT and its employees or contractor under the supervision of a qualified Project Manager as shall be designated by the SUBRECIPIENT and approved by the COMMISSION.
 - The SUBRECIPIENT agrees that the COMMISSION shall not be subject to any obligations, liabilities to any contractor or any other person not party to this AGREEMENT.
- The personnel required to perform the services specified by this AGREEMENT shall be procured by the SUBRECIPIENT. All procurement expenses shall be borne by the SUBRECIPIENT. All personnel engaged in performing the services specified by this AGREEMENT shall be fully qualified and authorized or permitted under Federal, State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION. For any major changes in personnel including changes of personnel who are named in any grant application, the SUBRECIPIENT will submit their request in writing prior to any planned personnel changes.

- The SUBRECIPIENT is required to be in compliance with the 1.7 COMMISSION'S SUBRECIPIENT Monitoring Policy for risk assessment of grants to determine appropriate monitoring activities and frequency of progress report submission. The SUBRECIPIENT must complete and certify the pre-award risk assessment form, See Attachment 1. SUBRECIPIENT shall also submit summary progress reports, in accordance with the risk level assessment which will be communicated by the COMMISSION. The SUBRECIPIENT must submit progress reports. invoices, and supporting documents to the COMMISSION no later than thirty (30) days after the close of the preceding quarter unless otherwise directed. These reports shall be in narrative form, divided by tasks as specified in the Scope of Services. These reports shall include the percentage of progress for each project for the specified time period and be up-to-date. When applicable, these reports shall indicate when established goals are not met, or when a delay has occurred or is anticipated. If there are difficulties encountered, the report must include a narrative description and the SUBRECIPIENT's proposed solution(s) to the issue(s).
- 1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this AGREEMENT, the SUBRECIPIENT shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.

The SUBRECIPIENT shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT's recommendations. These comments should be focused on the nature and objectives of the PROJECT, report findings and final recommendations and be in a form reasonably acceptable to the COMMISSION.

- 1.9 The SUBRECIPIENT hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.
- 1.10 The SUBRECIPIENT shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the SUBRECIPIENT's officers, employees or agents under this AGREEMENT, and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands unless COMMISSION and/or AGENCY elect otherwise. The sole legal recourse for SUBRECIPIENT lies with COMMISSION as outlined in Article 9: Disputes

- and there shall be no claims, demands, or any recourse with the AGENCY or any federal agency.
- 1.11 None of the services specified by this AGREEMENT shall be subcontracted by the SUBRECIPIENT without prior approval of the COMMISSION.
- 1.12 All subcontracts entered into by the SUBRECIPIENT shall contain or otherwise reference and incorporate all of the provisions of these Standard Articles of Agreement.
- 1.13 The SUBRECIPIENT shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third-party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or subagreement supported by Federal assistance if a real or apparent conflict of interest would be involved.

Article 2: Assignability

2.1 The SUBRECIPIENT shall not assign any interest in this AGREEMENT, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION.

Article 3: Oversight

3.1 In order for the COMMISSION to meet its obligations to the AGENCY, COMMISSION will have general oversight over the content and technical quality of the services performed as specified by this AGREEMENT.

Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the PROJECT shall:

- 4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to ensure that all activities in its Program are compatible and interrelated.
- 4.2 Provide basic technical assistance to the SUBRECIPIENT required during the development of the PROJECT.
- 4.3 Provide data existing in the COMMISSION's data file to the SUBRECIPIENT. The cost for this data shall be only that of reproduction or processing. The SUBRECIPIENT shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the SUBRECIPIENT shall treat as confidential any materials which may be stipulated by the COMMISSION.

- 4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the SUBRECIPIENT.
- 4.5 Conduct a review of the administration of the PROJECT, as appropriate, to determine whether the SUBRECIPIENT has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this AGREEMENT.
- 4.6 Ensure that all procedures and records will be maintained in conformance with Federal and State Audit Standards and Regulations.

Article 5: Changes and Amendments

- 5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this AGREEMENT and do not affect the substantive rights of the COMMISSION or the SUBRECIPIENT. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the SUBRECIPIENT. Such changes will be in writing and will be affected by a letter from the COMMISSION to the SUBRECIPIENT.
- 5.2 No modifications, changes, corrections, and/or additions to this AGREEMENT shall be binding unless approved in writing by an authorized representative of the COMMISSION.

The COMMISSION may issue Authorization letters or written approval for the following instances:

- a. When the SUBRECIPIENT's request for a budget reallocation of greater than 5% of the total PROJECT costs is approved.
- b. When the SUBRECIPIENT's request for a budget increase that does not exceed 5% of the total PROJECT costs is approved.
- c. When the SUBRECIPIENT's request for an extension of the completion date as outlined in Section 5: Time of Performance of the AGREEMENT is approved.
- d. When the SUBRECIPIENT's request for modifications, changes and/or clarifications to the Scope of Services which do not substantively alter the PROJECT and/or services to be performed is approved.
- 5.3 For any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduces the time or effort devoted to the PROJECT on the part of the SUBRECIPIENT, the SUBRECIPIENT will be required to request for a formal AGREEMENT amendment.

- No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this AGREEMENT. Formal amendments may be executed subsequently only with respect to matters which are the subject of final audit or dispute appeals.
- 5.5 Copies of either or both amendments to the AGREEMENT and letters authorizing changes will be attached to the original of this AGREEMENT and to each copy. Such letters and amendments will then become a part thereof.
- 5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the AGREEMENT number.

Article 6: Compensation and Method of Payment

- 6.1 CONTRACTOR shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to invoices@dvrpc.org. Each invoice shall consist of:
 - a. A signed cover page with the total reimbursement request amount;
 - b. Breakdown of costs as per the contract pricing proposal format; Please include staff names, number of hours worked, payroll rate; overhead, direct expenses, subconsultant costs and fees;
 - c. Receipts for Direct Expenses;
 - d. Copies of all subconsultant invoices; and
 - e. Progress Report for the Reporting Period.
- 6.2 Allocability of PROJECT costs shall be in accordance with the following:
 - a. The costs must be reasonable within the scope of the PROJECT.
 - b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
 - c. Such costs must be in accordance with generally accepted accounting principles (GAAP) and 2 C.F.R. 200.
 - d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
 - e. Such costs must be net costs to the CONTRACTOR (i.e., the price paid minus any refunds, rebates or discounts).
 - f. The CONTRACTOR may not delegate or transfer his responsibility for the use of the funds set forth in this AGREEMENT.
 - g. Overhead and fringe rates are final based on invoiced bills.

Costs must conform to all applicable law including Federal Regulations. Specifically, Costs must adhere to 2 C.F.R. 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. For-private organizations, Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" may apply.

- 6.3 The CONTRACTOR shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.
- 6.4 Compensation and method of payment are subject to all special conditions set forth in the Special Conditions Section of this AGREEMENT.

Article 7: Termination of Agreement for Cause and/or Convenience

- 7.1 If, through any cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the SUBRECIPIENT shall violate any of the covenants, agreements or stipulations of this AGREEMENT, the COMMISSION shall thereupon have the right to terminate this AGREEMENT.
- 7.2 The COMMISSION shall have the right to terminate this AGREEMENT for convenience whenever the COMMISSION shall determine that such termination is in the best interests of the COMMISSION.
- 7.3 This AGREEMENT shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the SUBRECIPIENT by this AGREEMENT.
- 7.4 The COMMISSION shall confirm such termination in writing. The effective date of the termination shall be the date of notification. Upon notification of termination, the SUBRECIPIENT must stop incurring costs and cease performance immediately.
- 7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the SUBRECIPIENT or their consultants shall, at the option of the COMMISSION, become the property of the COMMISSION. The SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
- 7.6 Notwithstanding any provision to the contrary the above, the SUBRECIPIENT shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this AGREEMENT by the SUBRECIPIENT, and the COMMISSION may withhold any payments to the SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the SUBRECIPIENT for breach of this AGREEMENT is determined.

- 7.7 Prior to termination for cause, the SUBRECIPIENT shall be provided official notice in writing and an opportunity to cure. SUBRECIPIENT shall respond within five (5) days of the date of the official notice and must include a detailed plan of action to cure the cause and/or default of any term of this AGREEMENT. SUBRECIPIENT will have ten (10) days from the date of the official notice to implement plan of corrective action.
- 7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.
- 7.9 The SUBRECIPIENT may not unilaterally terminate the PROJECT work set forth in this AGREEMENT. If, during the development of the PROJECT, conditions should change that would warrant complete or partial termination, the SUBRECIPIENT shall give written notice to the COMMISSION of a request for termination and direct the correspondence to:

Executive Director
Delaware Valley Regional Planning Commission
190 N. Independence Mall West, 8th Floor
Philadelphia, PA 19106-1520

If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this AGREEMENT, the COMMISSION may enter into a termination agreement or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the SUBRECIPIENT has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this AGREEMENT, or annul the AGREEMENT pursuant to this Article.

7.10 Upon termination, the SUBRECIPIENT must refund or credit to the COMMISSION that portion of any funds paid or owed the SUBRECIPIENT and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The SUBRECIPIENT shall not make any new commitments without COMMISSION approval. The SUBRECIPIENT shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this AGREEMENT. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

Article 8: Suspension of Agreement - Stop Work Orders

- 8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered suspended or stopped by the COMMISSION
- 8.2 Work stoppages may be required at the discretion of COMMISSION, such as, but not limited to, default by the SUBRECIPIENT, failure to comply with the terms and conditions of this AGREEMENT, realignment of programs, and lack of adequate funding or advancements in the state-of-the-art.
 - a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.
 - b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the issuance of a termination notice after a decision to terminate has been made.
- 8.3 Prior to issuance, stop-work orders shall be discussed with the SUBRECIPIENT and will be modified if appropriate in the sole discretion of the COMMISSION. Any modifications are at the discretion of the COMMISSION. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the SUBRECIPIENT for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the SUBRECIPIENT for minimizing costs.
- 8.4 Upon receipt of a stop-work order, the SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:
 - a. cancel the stop-work order, in full or in part;
 - b. eliminate the work covered by such order; or
 - c. authorize resumption of work.
- 8.5 If a stop-work order is canceled or the period of the work, or any extension thereof expires, or upon authorization to resume the work, the SUBRECIPIENT shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these, and the AGREEMENT shall be amended accordingly, provided the SUBRECIPIENT asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of

work stoppage when any of the following occur:

- a. the stop-work order results in an increase in the SUBRECIPIENT's cost properly allocable to the performance of any part of the PROJECT; and/or
- b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.
- 8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this AGREEMENT.
- 8.7 Costs shall not be allowable if incurred by the SUBRECIPIENT after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.
- 8.8 Failure to agree upon the amount of an equitable adjustment due under a stop-work order shall constitute a dispute under this AGREEMENT.

Article 9: Disputes

- 9.1 Except as otherwise provided by law, or this AGREEMENT, any dispute arising under this AGREEMENT shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the SUBRECIPIENT.
- 9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBRECIPIENT mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

Article 10: Arbitration

- 10.1 Any dispute between the parties to this AGREEMENT, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.
- 10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.

10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

Article 11: Federal Requirements

11.1 Civil Rights Requirements

a. Prohibitions Against Discrimination

The SUBRECIPIENT agrees to comply with, and assure compliance of all SUBRECIPIENTs with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The SUBRECIPIENT agrees to comply with, and assure compliance by third party Subrecipients at ant tier under the PROJECT with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987. Executive Order 12898 on Environmental Justice, and related nondiscrimination statutes and regulations in all programs and activities. DVRPC's website, www.dvrpc.org, may be translated into multiple languages. Publications and other public documents can be made available in alternative languages and formats, if requested. DVRPC public meetings are always held in ADA-accessible facilities. and in transit-accessible locations when possible. Auxiliary services can be provided to individuals who submit a request at least seven days prior to a public meeting. Requests will be accommodated to the greatest extent possible. Any person who believes they have been aggrieved by an unlawful discriminatory practice by DVRPC under Title VI has a right to file a formal complaint. Any such complaint may be in writing and filed with DVRPC's Title VI Compliance Manager and/or the appropriate state or federal agency within 180 days of the alleged discriminatory occurrence. For more information on DVRPC's Title VI program or to obtain a Title VI Complaint Form, please visit: www.dvrpc.org/GetInvolved/TitleVI, call (215) 592-1800, or email public_affairs@dvrpc.org.

b. Equal Employment Opportunity

The SUBRECIPIENT agrees to comply with, and assure compliance by third party SUBRECIPIENTs at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e: 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

i. SUBRECIPIENT agrees that full consideration will be given to all eligible, qualified applicants without regard to age,

ancestry, color, disability, domestic or sexual violence victim status, ethnicity, familial status, gender identity or expression, genetic information, marital status, medical condition (including pregnancy), national origin, race, religion, sex, or sexual orientation; or any other basis protected by federal, state, or local law. Minority, female, and disabled applicants are encouraged to apply.

ii. If the SUBRECIPIENT is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the AGREEMENT. Failure by the SUBRECIPIENT to carry out the terms of the EEO program shall be treated as a violation of this AGREEMENT. Upon notification to the SUBRECIPIENT of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

c. Disadvantaged Business Enterprise (DBE) Program

- The SUBRECIPIENT hereby agrees to comply with the current COMMISSION goal and Section 1101(b) of the Transportation Efficiency Act for the 21st Century, 23 U.S.C § 101 note, current AGENCY regulations regarding Disadvantaged Business Enterprises, and for USDOT funded program, the regulations set forth in 49 C.F.R. Part 26.
- ii. The SUBRECIPIENT agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract financed with Federal assistance provided by the AGENCY. The SUBRECIPIENT agrees to take all necessary and reasonable steps required by the AGENCY regulations to ensure that eligible DBEs have the maximum feasible opportunity to participate in subcontracts. If the SUBRECIPIENT is required by AGENCY regulations to have a DBE program, the DBE program must be in compliance with COMMISSION DBE Policy. COMMISSION DBE Policy is incorporated by reference and made a part of this AGREEMENT. Implementation of the program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notifying the SUBRECIPIENT of any failure to implement its approved DBE program, the AGENCY may impose sanctions as provided for under its regulations and may, as determined, refer the matter for enforcement under 18 U.S.C. § 1001 and the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et sea.

d. Nondiscrimination on the Basis of Age

The SUBRECIPIENT agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107 and implementing regulations, which prohibit discrimination on the basis of age.

e. Access Requirements for Persons with Disabilities

The SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. §5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The SUBRECIPIENT also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- i. USDOT regulations, Transportation Services for Individuals with Disabilities (ADA), 49 CFR Part 37.
- ii. USDOT regulations, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, 49 CFR part 27.
- iii. Joint US Architectural and Transportation Barriers Compliance Board / USDOT regulation, Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles, 36 CFR Part 1192 and 49 CRF Part 38.
- iv. US Department of Justice regulations, Nondiscrimination on the Basis of Disability in State and Local Government Services, 28 CFR Part 35.
- v. US Department of Justice regulations, Nondiscrimination on the Basis of Disability by Public Accommodations and Commercial Facilities, 28 CFR Part 36.
- vi. US General Services Administration regulations, Accommodations for the Physically Handicapped, 41 CFR Subpart 101-19.

Page 15 of 33 Revision Date: August 2020

- vii. US Equal Employment Opportunity Commission, Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act, 29 CFR part 1630.
- viii.US Federal Communications Commission regulations, Telecommunications Relay Services and Related Customer Premises Equipment for Hearing and Speech Disabled, 47 CFR Part 65, Subpart F.
- ix. Federal Transit Administration (FTA) regulations, Transportation for Elderly and Handicapped Persons, 49 CFR part 609.
- x. Any implementing requirements the FTA may issue.

Note: the above regulations essentially provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

f. Confidentially and Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism

The SUBRECIPIENT agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, and the Public Health Services Act of 1912, 42 U.S.C. §§ 290dd-3 and 290ee-3, including any amendments to these Acts.

11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, Political Activity of State and Local Officers or Employees, Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations. No funds under this AGREEMENT shall be used for any partisan political activity or to furnish the election or defeat of any candidate for public office.

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns.

11.3 Disclosure of Information

All information obtained by the SUBRECIPIENT in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

11.4 Clean Air and Clean Water

The SUBRECIPIENT hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401 et. seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§1251 et. seq.).

11.5 Energy Conservation Program

The SUBRECIPIENT agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

11.6 Historic Preservation

in connection with carrying out this Project, the SUBRECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

- a. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,
- b. Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties.

11.7 Environmental Requirements

The SUBRECIPIENT shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "A Federal Action to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY.

11.8 Resource Conservation and Recovery Act

The SUBRECIPIENT shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901

et seq.

11.9 Comprehensive Environmental Response, Compensation, and Liability Act

The SUBRECIPIENT shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§ 9601 et seq.

11.10 Contract Work Hours and Safety Standards Act

The SUBRECIPIENT shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

11.11 False or Fraudulent Statements and Claims

The SUBRECIPIENT agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the regulations of the AGENCY, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this AGREEMENT.

11.12 Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs 11.1 through 11.13 in every subcontract under this AGREEMENT, including procurement of materials which shall be secured in compliance with 2 CFR 200, AGENCY regulations, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontract or procurement under this AGREEMENT, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a contractor or supplier as a result of such direction, the SUBRECIPIENT may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

In addition to the incorporation of provisions outlined in Article 11: Federal Requirements, SUBRECIPIENT shall be required to incorporate all applicable provisions outlined in Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances.

Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances

By executing this AGREEMENT, the SUBRECIPIENT, HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through Federal Highway Administration ("FHWA"), Federal Transit Administration ("FTA"), and Federal Aviation Administration ("FAA"), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUBRECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the SUBRECIPIENT receives Federal financial assistance from DOT, including the FHWA, FTA, and/or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the SUBRECIPIENT, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the SUBRECIPIENT agrees with and gives the following Assurances with respect to its Federally assisted activities as identified in the Unified Planning Work Program of the COMMISSION:

1. The SUBRECIPIENT agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to

- an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- 2. The SUBRECIPIENT will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all activities as identified in the Unified Planning Work Program of the COMMISSION and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"SUBRECIPIENT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

- The SUBRECIPIENT will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
- 4. The SUBRECIPIENT will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a SUBRECIPIENT.
- 5. That where the SUBRECIPIENT receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- 6. That where the SUBRECIPIENT receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
- 7. That the SUBRECIPIENT will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the SUBRECIPIENT with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- 8. That this Assurance obligates the SUBRECIPIENT for the period during which Federal financial assistance is extended to the program, except

where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the SUBRECIPIENT, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. the period during which the SUBRECIPIENT retains ownership or possession of the property.
- 9. The SUBRECIPIENT will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other SUBRECIPIENTS, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- 10. The SUBRECIPIENT agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this AGREEMENT and agreeing to the terms of this ASSURANCE, SUBRECIPIENT also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

SUBRECIPIENT gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the COMMISSION's Unified Planning Work Program. This ASSURANCE is binding on the Commonwealth of Pennsylvania and the State of New Jersey, other SUBRECIPIENTS, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the various activities as identified in the Unified Planning Work Program of the COMMISSION.

12.1 APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, FTA, and/or FAA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- 4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the SUBRECIPIENT or the FHWA, FTA, and/or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the SUBRECIPIENT or the FHWA, FTA, and/or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the SUBRECIPIENT will impose such contract sanctions as it or the FHWA, FTA, and/or FAA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the SUBRECIPIENT or the FHWA, FTA, and/or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the SUBRECIPIENT to enter into any litigation to protect the interests of the SUBRECIPIENT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

12.2 APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the SUBRECIPIENT will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of the COMMISSION's Unified Planning Work Program, and the policies and procedures prescribed by the FHWA, FTA, and/or FAA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49. Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, guitclaim and convey unto SUBRECIPIENT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto SUBRECIPIENT and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on SUBRECIPIENT, its successors and assigns.

SUBREICIPIENT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [.] [and]* (2) that SUBRECIPIENT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or reenter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

12.3 APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by DVRPC pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, DVRPC will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
 - C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, DVRPC will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of DVRPC and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

12.4 APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **DVRPC** pursuant to the provisions of Assurance 7(b):

A. The (*grantee, licensee, permittee, etc., as appropriate*) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does

hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, DVRPC will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, DVRPC will there upon revert to and vest in and become the absolute property of DVRPC and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

12.5 APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

12.6 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et

- seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid SUBRECIPIENTs, and contractors, whether such programs or activities are Federally funded or not):
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Article 13: Interest of Members of the COMMISSION and Others

13.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this AGREEMENT or the proceeds thereof.

Article 14: Interest of the SUBRECIPIENT

14.1 The SUBRECIPIENT covenants that no member, officer or employee of the SUBRECIPIENT has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this AGREEMENT. The SUBRECIPIENT further covenants that in the performance of this AGREEMENT no person having any such interest shall be employed.

Article 15: Interest of Members of Congress

15.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT, or to any benefit therefrom.

Article 16: Audit and Inspection of Records

- 16.1 The SUBRECIPIENT shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this AGREEMENT in accordance with generally accepted accounting principles and procedures. All costs charged against this AGREEMENT shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance with the line items shown on the latest approved budget. The SUBRECIPIENT shall permit and shall require its contractor to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this AGREEMENT. The SUBRECIPIENT agrees that any payment made by the COMMISSION to the SUBRECIPIENT, and any expenditures of the SUBRECIPIENT under the terms of this AGREEMENT, are subject to audit by the COMMISSION.
- 16.2 The SUBRECIPIENT agrees to remit to the COMMISSION any excess payments made to the SUBRECIPIENT, any costs disallowed as a result of audit, and any amounts recovered by the SUBRECIPIENT from third parties or other sources.
- 16.3 The SUBRECIPIENT shall preserve all documents, records and books of account pertaining to this AGREEMENT for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the SUBRECIPIENT to surrender all records at the end of the three (3) year period.

- 16.4 The SUBRECIPIENT shall provide the COMMISSION with an audit prepared in conformance with 2 CFR 200, Subpart F, Audit Requirements. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The SUBRECIPIENT understands that the audit may be made available to the AGENCY and the Comptroller General of the United States.
- 16.5 Should the COMMISSION audit the SUBRECIPIENT in place of the audit performed under 15.4 above, the COMMISSION's audit of the SUBRECIPIENT is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the SUBRECIPIENT's performance under this AGREEMENT.

Article 17: Identification of Documents

17.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or a policy of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 18: Publicity

18.1 Press releases and other public dissemination of information by the SUBRECIPIENT concerning the PROJECT work shall be coordinated with the COMMISSION's Office of Communications and Engagement. Press release and public dissemination requests should be sent to public_affairs@dvrpc.org. Any and all press releases shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.

Article 19: Rights in Data, Copyrights, and Disclosure

19.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this AGREEMENT by the SUBRECIPIENT or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which SUBRECIPIENT or contractor at any

tier, purchases ownership financed under this AGREEMENT.

- 19.2 Definition. The term "data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this AGREEMENT. It does not include the SUBRECIPIENT's financial reports, or other information incidental to contract administration.
- 19.3 Data submitted to and accepted by the COMMISSION under this AGREEMENT shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the SUBRECIPIENT.
- 19.4 No data developed or prepared in whole or in part under this AGREEMENT shall be subject to copyright in the United States or in any other country. The SUBRECIPIENT relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this AGREEMENT. The SUBRECIPIENT shall not include in the data any copyrighted matter, unless the SUBRECIPIENT provides the COMMISSION with written permission of the copyright owner for the SUBRECIPIENT to use such copyrighted matter.
- 19.5 The SUBRECIPIENT bears responsibility for the administration of the PROJECT and therefore the SUBRECIPIENT alone is liable for any claims of copyright infringement for any copyrighted material.
- 19.6 It is a condition precedent to SUBRECIPIENT's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The SUBRECIPIENT shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the SUBRECIPIENT pertaining to such suit or claim.

Article 20: Confidentiality

- 20.1 At no time, without written COMMISSION approval, may the SUBRECIPIENT divulge or release information, reports, recommendations or things of a like nature developed or obtained in connections with performance of this AGREEMENT that are of direct interest to the COMMISSION.
 - a. The COMMISSION has direct interest in the SUBRECIPIENT's material when the SUBRECIPIENT's PROJECT is to be made a

- part of a larger PROJECT still under the supervision of the COMMISSION.
- b. When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.
- 20.2 After the AGREEMENT period, SUBRECIPIENT may divulge or release information that is of direct interest to the SUBRECIPIENT, but which has no direct interest to the COMMISSION.

Article 21: Patent Rights

21.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the SUBRECIPIENT or its employees or SUBRECIPIENT, in the course of, in connection with, or under the terms of this AGREEMENT, the SUBRECIPIENT shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the SUBRECIPIENT, or contractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third-party contract as described in the U. S. Department of Commerce regulations A Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements 37 C.F.R. Part 401.

Article 22: Liquidated Damages

- 22.1 The SUBRECIPIENT agrees that the COMMISSION shall retain ten percent (10%) of the AGREEMENT amount from Federal funds made available under this AGREEMENT, to be used as a set off for reimbursing the COMMISSION for the cost to administer this AGREEMENT should performance extend beyond the period of performance set forth in the Time of Performance Section of this AGREEMENT.
- 22.2 The COMMISSION shall retain Ten Dollars per business day as liquidated damages for each day that performance is extended beyond the time fixed for performance in the Time of Performance set forth in this AGREEMENT. These liquid damages are to compensate the COMMISSION for delay and do not limit the COMMISSION from any other applicable recovery for damages. The total sum to be charged by the COMMISSION for the entire delay in performance shall not be in excess of the ten percent (10%) held in retainage.
- 22.3 The COMMISSION shall, upon acceptance of the Draft Final Report promptly pay the SUBRECIPIENT any funds due from the retainage.

22.4 The decision by the COMMISSION to impose a daily charge for delay, or to excuse said delay, shall be final. A delay in performance by the SUBRECIPIENT may be excused by the COMMISSION if, in its sole discretion, it deems the delay to be a cause or causes beyond the control of the SUBRECIPIENT.

Article 23: Invoice Forms and Payroll Records

Invoice forms used by the SUBRECIPIENT should be in compliance with Article 6 hereof are attached hereto. Invoices must be approved by SUBRECIPIENT project manager.

23.1 Payroll records submitted by the SUBRECIPIENT should agree with the total personnel cost of the invoice and be approved by the SUBRECIPIENT project manager

Article 24: Certification of Non-collusion

- 24.1 The parties hereto hereby certify that neither the COMMISSION nor the SUBRECIPIENT, or their representatives have:
 - a. been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this AGREEMENT, employed or retained or agreed to employ or retain, any firm or person;
 - b. been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and SUBRECIPIENT, any fee, contribution, donation, or other consideration of any kind to solicit to secure this AGREEMENT:
 - c. acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 25: Restrictions on Lobbying

24.2 The SUBRECIPIENT hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 26: Entire Agreement

- 26.1 The AGREEMENT Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.
 - a. No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.
 - Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.

Exhibit "B"

Scope of Services, Unified Planning Work Program Description entitled "City of Camden Transit Planning Program" PROJECT: 21-63-025 City of Camden Transit Planning Program

Responsible Agency: City of Camden

Program Coordinator: Amy Bernknopf, Kwan Hui

Goals:

To improve efficiency of the region's public transportation network by carrying out a comprehensive local transit planning program.

Description:

This project will enhance the mobility of the residents of the City of Camden by providing comprehensive planning, programming, monitoring, and coordination of transit services in Camden.

Tasks:

Task 1: Administration:

1. Administer the project and prepare required invoices and progress reports.

Task 2: Planning and Programming

- 1. Monitor and provide input for NJ Transit and PATCO capital projects within the City of Camden.
- 2. Promote transit initiatives in the City of Camden as they pertain to residents, employees, employers, developers, and event spaces.
- 3. Evaluate upcoming land development and recommend measures to increase transit use.

Task 3: Coordination

- 1. Provide input into NJ Transit operating budgets and determine impacts on fares, subsidies, and levels of service.
- Participate in activities of the Cross County Connection TMA.
- 3. Maintain liaison with NJ Transit, PATCO, NJDOT, and other transit service providers in the City of Camden.

Products:

- 1. Quarterly progress reports and invoices.
- 2. Closing report.
- 3. TSP Work Program for next fiscal year.

Beneficiaries:

New Jersey TMAs, NJDOT, and commuters in the DVRPC region in New Jersey.

Project Cost and Funding:

FY	Total	Highway Program	Transit Program	Comprehensive Planning	Other *
2020	\$26,667		\$20,800		\$5,867
2021	\$36,747		\$20,800		\$15,947
2022				<u> </u>	
2023					

^{*\$15,947} Match (\$5,200 for 21-63-025, \$10,747 for special studies projects)

Exhibit "C"

Budget Proposal

BUDGET PROPOSAL

MOTOC REGIONAL PLANNING COMMISSION

ENTITY NAME: Camden City PROJECT NUMBER: 21-63-025 SUBMITTED BY (name and title):

DATE SUBMITTED:

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MBS:dh 05-18-21

RESOLUTION AUTHORIZING A TEMPORARY EMERGENCY APPROPRIATION IN THE AMOUNT OF \$24,000.00 FROM THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR THE FY21 SUPPORTIVE REGIONAL HIGHWAY PLANNING PROGRAM

WHEREAS, funds have become available through an award approved by the Delaware Valley Regional Planning Commission to the City of Camden and no adequate provision has been made in the 2021 temporary budget for the aforesaid purpose, N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the above mentioned purpose; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, of not less than two-thirds of all the members of City Council thereof affirmatively concurring, that in accordance with provisions of N.J.S.A. 40A:4-20:

- An emergency temporary appropriation be and the same is hereby made for the DVRPC to underwrite administrative costs in the amount of \$24,000 and in a local match of \$6,000.
- 2. That said emergency temporary appropriation will be provided for in the temporary budget under the title of

"FY21 DVRPC -Supportive Regional Highway Planning Program"

That one certified copy of this resolution be filed with the Director of Local Government Services.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: May 18, 2021

The above has been reviewed and approved as to form.

MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS President, City Council

ATTEST:

LUIS PASTORIZA Municipal Clerk

CITY OF CAMDEN

CITY COUNCIL REQUEST FORM

		Council M	eeting Date: May 13, 2021		
TO: Jason J. Asuncion, Esq., Business Administrator					
FROM: Edward C. Williams, PP, AICP, G	CSI, Dire	ctor			
Department Making Request:	Plannin	g and Deve	elopment		
TITLE OF RESOLUTION/ORDINA emergency appropriation in the a Delaware Valley Regional Plannin Program).	amount	of \$24,00	00.00 in the budget from the		
BRIEF DESCRIPTION OF ACTION: to the temporary emergency appropria Valley Regional Planning Commission).	ation for	the Suppo	rtive Highway Program (Delaware		
(WALK ON))				
BIDDING PROCESS: N/A Procurement Process: Bid#, RFP#, State Contract#, Non-Fi	āir & Open, E	?US:			
APPROPRIATION ACCOUNT(S): n/a					
AMOUNT: \$24,000.00					
Waiver Attached for State (DCA) App Contracts for Services, Grant Applications/Awards, L (Any Resolution that has Impact on City budget)	oroval License Agree	ments, etc.			
The Control of the Co	Dat	<u>:e</u>	<u>Signature</u>		
Approved by Relevant Director:	5-5	27			
Approved by Grants Management:			(If applicable)		
Approved by Finance Director: CAF -Certifications of Availability of Funds					
Approved by Purchasing Agent:					
Approved by Business Administrator:	<u> </u>	21	Jasum		
Received by City Attorney: Please note that the Contact Person is the point person for a	S/14/ providing per	tinent informatio	n redarding request.		
If request is a walk-on, the Contact Person will be responsit	ble for picking	ı up the Council ı	equest(s) from the City Attorney's Office to make		

****Please attach all supporting documents****

	(Name) Please Print	(Extension #)
Prepared By:		
Contact Person:		

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Amount: \$30,000

No. 21-61-060

AGREEMENT

BY AND BETWEEN

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

AND

CITY OF CAMDEN, NEW JERSEY

This agreement, hereinafter referred to as the AGREEMENT, made at
Philadelphia, Pennsylvania, this day of, 2020, by and
between the Delaware Valley Regional Planning Commission, a body politic and
corporate, created by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended
by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of
Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws
of 1966, as amended and supplemented, having its principal office at the American
College of Physicians Building, 190 N. Independence Mall - West, Philadelphia,
Pennsylvania, 19106, hereinafter referred to as the COMMISSION;

AND

City of Camden, New Jersey, having its principal office at Department of Development and Planning, P.O. Box 95120, Camden, New Jersey 08101-5120 hereinafter referred to as the SUBRECIPIENT.

WITNESSETH:

WHEREAS, the COMMISSION has entered into Agreement with the New Jersey Department of Transportation, hereinafter referred to as the AGENCY, whereby the COMMISSION is to perform certain obligations under its Agreement in the accomplishment of a grant from the AGENCY as follows:

Agency	Funds	Source of Funds	Date
New Jersey	\$24,000	Federal Highway	July 1, 2020
Department of		Administration New	
Transportation	<u> </u>	Jersey	

WHEREAS, the SUBRECIPIENT will perform certain services under this AGREEMENT in connection with Project No. 21-61-060, "City of Camden Supportive Regional Highway Planning Program," in the COMMISSION's FY2021 Unified Planning Work Program, which is effective July 1, 2020, hereinafter referred to as the PROJECT; and

WHEREAS, the SUBRECIPIENT is qualified to perform the services as herein set forth, being duly selected in accordance with the COMMISSION'S SUBRECIPIENT Selection Procedures; and

WHEREAS, the PROJECT will be coordinated by the COMMISSION's Executive Director, or designee, with other elements of the COMMISSION's overall program of regional planning, to avoid duplication of effort and to ensure that all activities in the program are compatible and interrelated;

Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction and management of the PROJECT, and shall have oversight of the PROJECT and be administratively responsible to the COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1: General Conditions

1.1 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT agrees to perform such services as are specified in: (1) this AGREEMENT; (2) Exhibit "A," the Standard Articles of Agreement for Subrecipients; and

- (3) Exhibit "B," Scope of Services, Unified Planning Work Program Description entitled, "City of Camden Supportive Regional Highway Planning Program." Exhibit "A" and Exhibit "B" are attached hereto and are incorporated by reference.
- 1.2 During the term of this AGREEMENT requests to modify either the scope or budget shall be made in writing to the COMMISSION's Contracts Manager.

John Griffies
Contracts Manager
Delaware Valley Regional Planning Commission
190 N. Independence Mall West, 8th Floor
Philadelphia, PA 19106-1520
igriffies@dvrpc.org

Section 2: Contract Funding

2.1 The total cost of the PROJECT shall not exceed \$30,000 with approved funding as follows:

Funds Provided by AGENCY: \$24,000

SUBRECIPIENT Local Match: \$6,000

Total Amount: \$30,000

Section 3: Method of Payment

- 3.1 Payment to the SUBRECIPIENT for work performed shall be on a costreimbursable basis with payments based on the submission of invoices and progress reports documenting the work completed during the period reported.
- 3.2 SUBRECIPIENT's spending will be in accordance with the Budget Proposal attached and made part of this AGREEMENT as Exhibit "C."
 - A. If SUBRECIPIENT intends to utilize any external consultant(s) to perform work in furtherance of the PROJECT, SUBRECIPIENT shall provide an anticipated cost for each external consultant in the Budget Proposal. Upon selection of any external consultant(s), SUBRECIPIENT shall notify the COMMISSION in writing indicating the selected external consultant(s) and provide a modified Budget Proposal including a separate budget proposal for the consultant(s). Upon review, the COMMISSION will provide a letter informing that

the modified Budget Proposal has been approved and will be incorporated to this AGREEMENT as outlined in Section 5.2 of the Standard Articles for Subrecipients.

- 3.3 The amount payable by the COMMISSION to the SUBRECIPIENT shall not exceed Twenty-Four Thousand Dollars (\$24,000). The SUBRECIPIENT understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.
- 3.4 As outlined in Article 6.1 in the Standard Articles of Agreement for Subrecipients, Exhibit "A," SUBRECIPIENT shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to invoices@dvrpc.org.

A. All invoices must consist of:

- 1. Assigned cover page with the total reimbursement request amount:
- Breakdown of costs as per the contract pricing proposal format with staff names, number of hours worked, payroll rate; overhead, direct expenses, subconsultant costs and fees;
- Receipts for Direct Expenses;
- 4. Copies of all subconsultant invoices; and
- 5. Progress Report for the Reporting Period.

Section 4: Administration of AGREEMENT

- 4.1 The Executive Director of the COMMISSION, or his/her designee, shall be the authorized agent to act on behalf of the COMMISSION in the administration of this AGREEMENT, and shall give notices, issue change orders, and otherwise represent the COMMISSION in the negotiation of matters arising out of this AGREEMENT.
- 4.2 The Principal of the SUBRECIPIENT, or his/her designee, shall be the authorized agent to act on behalf of the SUBRECIPIENT in the administration of this AGREEMENT and in the negotiation of matters arising out of this AGREEMENT.

Section 5: Time of Performance

5.1 As the PROJECT start date is July 1, 2020, the effective date of the COMMISSION'S FY2021 Unified Planning Work Program, SUBRECIPIENT may commence work as of that date. The SUBRECIPIENT shall complete work on the PROJECT no later than June 30, 2021.

Section 6: Coordination and Cooperation

- 6.1 The SUBRECIPIENT agrees to provide the COMMISSION with sufficient copies of all materials and documents, in a timely manner, which are necessary for the COMMISSION to meet its obligations to the AGENCY.
- 6.2 The SUBRECIPIENT understands that the services to be provided by the SUBRECIPIENT inform the COMMISSION's overall planning program and must be provided in accordance with the COMMISSION's schedule.

Section 7: Title VI Policy & Self-Certification:

7.1 The COMMISSION has adopted the following policy statement as part of its Title VI Compliance Plan:

The Delaware Valley Regional Planning Commission (DVRPC) assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any agency-sponsored program or activity. Nor shall sex, age, or disability stand in the way of fair treatment of all individuals.

The COMMISSION further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event that the COMMISSION distributes federal aid funds to another entity, THE COMMISSION will include Title VI language in all written agreements and will monitor for compliance. Title VI compliance is a condition of the receipt of federal funds.

The COMMISSION's Executive Director and Title VI Compliance Manager are authorized to ensure compliance with provisions of this policy and with the law, including the requirements of Title 23 Code of Federal Regulations (CFR) 200 and Title 49 CFR 21.

The COMMISSION acknowledges its responsibility for initiating and monitoring Title VI activities, preparing required reports and other responsibilities as required by Title 23 Code of Federal Regulations (CFR) 200 and by Title 49 CFR Part 21.

The COMMISSION requires verification of the compliance of SUBRECIPIENT with Title VI provisions of the Civil Rights Act of 1964, per state and federal guidance for all new contracts entered into by the COMMISSION. The COMMISSION reserves the right to conduct subsequent Title VI compliance reviews on any SUBRECIPIENT during a contract.

- 7.2 As part of its verification of compliance with Title VI, the COMMISSION requires the following Self-Certification. All duly authorized representatives of the SUBRECIPIENT must certify that:
 - A. The SUBRECIPIENT understands that compliance with Title VI of the Civil Rights Act of 1964 {42 U.S.C. 2000d}, the Civil Rights Restoration Act of 1987, and other nondiscrimination statutes is a requirement for receiving federal funds.
 - B. During the performance of this contract, the SUBRECIPIENT, for itself, its assignees, and successors in interest, agree as follows:

1. Compliance with Regulations

The SUBRECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The SUBRECIPIENT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex,

or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SUBRECIPIENT shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Procurement of Materials & Equipment

In all solicitations either by competitive bidding or negotiations made by the SUBRECIPIENT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SUBRECIPIENT of the SUBRECIPIENT obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The SUBRECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by appropriate federal or state agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to appropriate federal or state agency as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance

In the event of the SUBRECIPIENT noncompliance with the nondiscrimination provisions of this contract, DVRPC shall impose such contract sanctions as it or the appropriate federal or state agency may determine to be appropriate, including, but not limited to, withholding of payments to the SUBRECIPIENT under the contract until the SUBRECIPIENT complies; and/or cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontractor or procurement as may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SUBRECIPIENT may request DVRPC enter into such litigation to protect the interests of the state and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States

C. The SUBRECIPIENT will ensure that, as per paragraph 6 above, paragraphs 1-5 will be included in all subcontracts.

Section 8: Special Conditions:

- 8.1 By executing this AGREEMENT, the SUBRECIPIENT hereby specifically agrees to Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances of Exhibit "A," the Standard Articles of Agreement for Subrecipients.
- 8.2 Electronic, digital, or pdf signatures delivered by email shall constitute a legal and binding signature to this AGREEMENT.

this AGREEMENT as of the date above first written, intending to be legally bound hereby	
ATTEST:	DELAWARE VALLEY REGIONAL PLANNING COMMISSION
(SEAL)	By:Barry Seymour, Executive Director
	Date:
ATTEST:	CITY OF CAMDEN, NEW JERSEY
Dr. Edward C. Williams (SEAL)	By:Francisco Moran, Mayor
	Date:
Federal Information:	
Type of Grant: Department of Transportation (FHWA) Program: Highway Planning and Construction (FHWA) CFDA Number: 20.205(FHWA) Federal Funds: \$24,000	

IN WITNESS WHEREOF, the COMMISSION and the SUBRECIPIENT have executed

Contact Information:

For the SUBRECIPENT

Dr. Edward C. Williams, PP, AICP, CSI, Director City of Camden, New Jersey Department of Development and Planning P.O. Box 95120 Camden, NJ 08101-5120 SUBRECIPIENT DUNS #: 077069581 856-757-7214 edwillia@ci.camden.ni.us

For COMMISSION

John R. Griffies
Contracts Manager
The Delaware Valley Regional Planning Commission
190 N. Independence Mall West
Philadelphia, PA 19106
COMMISSION DUNS#: 069056547
215-238-2925
igriffies@dvrpc.org

Exhibit "A"

Standard Articles of Agreement for Subrecipients



Standard Articles of Agreement for Subrecipient

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Article 1: Responsibilities and Services of the SUBRECIPIENT	3
Article 2: Assignability	5
Article 3: Oversight	5
Article 4: Responsibilities of the COMMISSION	5
Article 5: Changes and Amendments	6
Article 6: Compensation and Method of Payment	7
Article 7: Termination of Agreement for Cause and/or Convenience	8
Article 8: Suspension of Agreement - Stop Work Orders	10
Article 9: Disputes	11
Article 10: Arbitration	11
Article 11: Federal Requirements	13
Article 12: U.S. Department of Transportation Standard Title VI and Non-Disc Assurances	
Article 13: Interest of Members of the COMMISSION and Others	27
Article 14: Interest of the SUBRECIPIENT	28
Article 15: Interest of Members of Congress	28
Article 16: Audit and Inspection of Records	28
Article 17: Identification of Documents	29
Article 18: Publicity	29
Article 19: Rights in Data, Copyrights, and Disclosure	29
Article 20: Confidentiality	30
Article 21: Patent Rights	31
Article 22: Liquidated Damages	31
Article 23: Invoice Forms and Payroll Records	32
Article 24: Certification of Non-collusion	32
Article 25: Restrictions on Lobbying	32
Article 26: Entire Agreement	33

Article 1: Responsibilities and Services of the SUBRECIPIENT

- 1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT.
- 1.2 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the AGREEMENT and Exhibit "B", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.
- 1.3 The SUBRECIPIENT hereby agrees to administer the AGREEMENT in compliance with all applicable law and in accordance with all requirements and regulations of the AGENCY and COMMISSION. The SUBRECIPIENT understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this AGREEMENT at any particular time.
- 1.4 The SUBRECIPIENT bears primary responsibility for the administration and success of the PROJECT. Although the SUBRECIPIENT is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise, the giving of such advice shall not shift the responsibility for final decisions to the COMMISSION and/or the AGENCY.
- 1.5 The SUBRECIPIENT hereby agrees to furnish its services in accordance with this AGREEMENT and all applicable professional standards. All of the services specified by this AGREEMENT shall be performed by the SUBRECIPIENT and its employees or contractor under the supervision of a qualified Project Manager as shall be designated by the SUBRECIPIENT and approved by the COMMISSION.
 - The SUBRECIPIENT agrees that the COMMISSION shall not be subject to any obligations, liabilities to any contractor or any other person not party to this AGREEMENT.
- 1.6 The personnel required to perform the services specified by this AGREEMENT shall be procured by the SUBRECIPIENT. All procurement expenses shall be borne by the SUBRECIPIENT. All personnel engaged in performing the services specified by this AGREEMENT shall be fully qualified and authorized or permitted under Federal, State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION. For any major changes in personnel including changes of personnel who are named in any grant application, the SUBRECIPIENT will submit their request in writing prior to any planned personnel changes.

- The SUBRECIPIENT is required to be in compliance with the 1.7 COMMISSION'S SUBRECIPIENT Monitoring Policy for risk assessment of grants to determine appropriate monitoring activities and frequency of progress report submission. The SUBRECIPIENT must complete and certify the pre-award risk assessment form. See Attachment 1. SUBRECIPIENT shall also submit summary progress reports, in accordance with the risk level assessment which will be communicated by the COMMISSION. The SUBRECIPIENT must submit progress reports, invoices, and supporting documents to the COMMISSION no later than thirty (30) days after the close of the preceding quarter unless otherwise directed. These reports shall be in narrative form, divided by tasks as specified in the Scope of Services. These reports shall include the percentage of progress for each project for the specified time period and be up-to-date. When applicable, these reports shall indicate when established goals are not met, or when a delay has occurred or is anticipated. If there are difficulties encountered, the report must include a narrative description and the SUBRECIPIENT's proposed solution(s) to the issue(s).
- 1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this AGREEMENT, the SUBRECIPIENT shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.

The SUBRECIPIENT shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT's recommendations. These comments should be focused on the nature and objectives of the PROJECT, report findings and final recommendations and be in a form reasonably acceptable to the COMMISSION.

- 1.9 The SUBRECIPIENT hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.
- 1.10 The SUBRECIPIENT shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the SUBRECIPIENT's officers, employees or agents under this AGREEMENT, and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands unless COMMISSION and/or AGENCY elect otherwise. The sole legal recourse for SUBRECIPIENT lies with COMMISSION as outlined in Article 9: Disputes

and there shall be no claims, demands, or any recourse with the AGENCY or any federal agency.

- 1.11 None of the services specified by this AGREEMENT shall be subcontracted by the SUBRECIPIENT without prior approval of the COMMISSION.
- 1.12 All subcontracts entered into by the SUBRECIPIENT shall contain or otherwise reference and incorporate all of the provisions of these Standard Articles of Agreement.
- 1.13 The SUBRECIPIENT shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third-party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or subagreement supported by Federal assistance if a real or apparent conflict of interest would be involved.

Article 2: Assignability

2.1 The SUBRECIPIENT shall not assign any interest in this AGREEMENT, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION.

Article 3: Oversight

3.1 In order for the COMMISSION to meet its obligations to the AGENCY, COMMISSION will have general oversight over the content and technical quality of the services performed as specified by this AGREEMENT.

Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the PROJECT shall:

- 4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to ensure that all activities in its Program are compatible and interrelated.
- 4.2 Provide basic technical assistance to the SUBRECIPIENT required during the development of the PROJECT.
- 4.3 Provide data existing in the COMMISSION's data file to the SUBRECIPIENT. The cost for this data shall be only that of reproduction or processing. The SUBRECIPIENT shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the SUBRECIPIENT shall treat as confidential any materials which may be stipulated by the COMMISSION.

- 4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the SUBRECIPIENT.
- 4.5 Conduct a review of the administration of the PROJECT, as appropriate, to determine whether the SUBRECIPIENT has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this AGREEMENT.
- 4.6 Ensure that all procedures and records will be maintained in conformance with Federal and State Audit Standards and Regulations.

Article 5: Changes and Amendments

- 5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this AGREEMENT and do not affect the substantive rights of the COMMISSION or the SUBRECIPIENT. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the SUBRECIPIENT. Such changes will be in writing and will be affected by a letter from the COMMISSION to the SUBRECIPIENT.
- 5.2 No modifications, changes, corrections, and/or additions to this AGREEMENT shall be binding unless approved in writing by an authorized representative of the COMMISSION.

The COMMISSION may issue Authorization letters or written approval for the following instances:

- a. When the SUBRECIPIENT's request for a budget realiocation of greater than 5% of the total PROJECT costs is approved.
- b. When the SUBRECIPIENT's request for a budget increase that does not exceed 5% of the total PROJECT costs is approved.
- c. When the SUBRECIPIENT's request for an extension of the completion date as outlined in Section 5: Time of Performance of the AGREEMENT is approved.
- d. When the SUBRECIPIENT's request for modifications, changes and/or clarifications to the Scope of Services which do not substantively alter the PROJECT and/or services to be performed is approved.
- 5.3 For any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduces the time or effort devoted to the PROJECT on the part of the SUBRECIPIENT, the SUBRECIPIENT will be required to request for a formal AGREEMENT amendment.

- No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this AGREEMENT. Formal amendments may be executed subsequently only with respect to matters which are the subject of final audit or dispute appeals.
- 5.5 Copies of either or both amendments to the AGREEMENT and letters authorizing changes will be attached to the original of this AGREEMENT and to each copy. Such letters and amendments will then become a part thereof.
- 5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the AGREEMENT number.

Article 6: Compensation and Method of Payment

- 6.1 CONTRACTOR shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to invoices@dvrpc.org. Each invoice shall consist of:
 - a. A signed cover page with the total reimbursement request amount;
 - Breakdown of costs as per the contract pricing proposal format;
 Please include staff names, number of hours worked, payroll rate;
 overhead, direct expenses, subconsultant costs and fees;
 - Receipts for Direct Expenses;
 - d. Copies of all subconsultant invoices; and
 - e. Progress Report for the Reporting Period.
- 6.2 Allocability of PROJECT costs shall be in accordance with the following:
 - a. The costs must be reasonable within the scope of the PROJECT.
 - b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
 - c. Such costs must be in accordance with generally accepted accounting principles (GAAP) and 2 C.F.R. 200.
 - d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
 - e. Such costs must be net costs to the CONTRACTOR (i.e., the price paid minus any refunds, rebates or discounts).
 - f. The CONTRACTOR may not delegate or transfer his responsibility for the use of the funds set forth in this AGREEMENT.
 - g. Overhead and fringe rates are final based on invoiced bills.

Costs must conform to all applicable law including Federal Regulations. Specifically, Costs must adhere to 2 C.F.R. 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. For-private organizations, Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" may apply.

- 6.3 The CONTRACTOR shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.
- 6.4 Compensation and method of payment are subject to all special conditions set forth in the Special Conditions Section of this AGREEMENT.

Article 7: Termination of Agreement for Cause and/or Convenience

- 7.1 If, through any cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the SUBRECIPIENT shall violate any of the covenants, agreements or stipulations of this AGREEMENT, the COMMISSION shall thereupon have the right to terminate this AGREEMENT.
- 7.2 The COMMISSION shall have the right to terminate this AGREEMENT for convenience whenever the COMMISSION shall determine that such termination is in the best interests of the COMMISSION.
- 7.3 This AGREEMENT shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the SUBRECIPIENT by this AGREEMENT.
- 7.4 The COMMISSION shall confirm such termination in writing. The effective date of the termination shall be the date of notification. Upon notification of termination, the SUBRECIPIENT must stop incurring costs and cease performance immediately.
- 7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the SUBRECIPIENT or their consultants shall, at the option of the COMMISSION, become the property of the COMMISSION. The SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
- 7.6 Notwithstanding any provision to the contrary the above, the SUBRECIPIENT shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this AGREEMENT by the SUBRECIPIENT, and the COMMISSION may withhold any payments to the SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the SUBRECIPIENT for breach of this AGREEMENT is determined.

- 7.7 Prior to termination for cause, the SUBRECIPIENT shall be provided official notice in writing and an opportunity to cure. SUBRECIPIENT shall respond within five (5) days of the date of the official notice and must include a detailed plan of action to cure the cause and/or default of any term of this AGREEMENT. SUBRECIPIENT will have ten (10) days from the date of the official notice to implement plan of corrective action.
- 7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.
- 7.9 The SUBRECIPIENT may not unilaterally terminate the PROJECT work set forth in this AGREEMENT. If, during the development of the PROJECT, conditions should change that would warrant complete or partial termination, the SUBRECIPIENT shall give written notice to the COMMISSION of a request for termination and direct the correspondence to:

Executive Director
Delaware Valley Regional Planning Commission
190 N. Independence Mall West, 8th Floor
Philadelphia, PA 19106-1520

If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this AGREEMENT, the COMMISSION may enter into a termination agreement or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the SUBRECIPIENT has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this AGREEMENT, or annul the AGREEMENT pursuant to this Article.

7.10 Upon termination, the SUBRECIPIENT must refund or credit to the COMMISSION that portion of any funds paid or owed the SUBRECIPIENT and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The SUBRECIPIENT shall not make any new commitments without COMMISSION approval. The SUBRECIPIENT shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this AGREEMENT. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

Article 8: Suspension of Agreement - Stop Work Orders

- 8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered suspended or stopped by the COMMISSION
- 8.2 Work stoppages may be required at the discretion of COMMISSION, such as, but not limited to, default by the SUBRECIPIENT, failure to comply with the terms and conditions of this AGREEMENT, realignment of programs, and lack of adequate funding or advancements in the state-of-the-art.
 - a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.
 - b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the issuance of a termination notice after a decision to terminate has been made.
- Prior to issuance, stop-work orders shall be discussed with the SUBRECIPIENT and will be modified if appropriate in the sole discretion of the COMMISSION. Any modifications are at the discretion of the COMMISSION. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the SUBRECIPIENT for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the SUBRECIPIENT for minimizing costs.
- 8.4 Upon receipt of a stop-work order, the SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:
 - a. cancel the stop-work order, in full or in part;
 - b. eliminate the work covered by such order; or
 - c. authorize resumption of work.
- 8.5 If a stop-work order is canceled or the period of the work, or any extension thereof expires, or upon authorization to resume the work, the SUBRECIPIENT shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these, and the AGREEMENT shall be amended accordingly, provided the SUBRECIPIENT asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of

work stoppage when any of the following occur:

- a. the stop-work order results in an increase in the SUBRECIPIENT's cost properly allocable to the performance of any part of the PROJECT; and/or
- b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.
- 8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this AGREEMENT.
- 8.7 Costs shall not be allowable if incurred by the SUBRECIPIENT after a stopwork order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.
- 8.8 Failure to agree upon the amount of an equitable adjustment due under a stop-work order shall constitute a dispute under this AGREEMENT.

Article 9: Disputes

- 9.1 Except as otherwise provided by law, or this AGREEMENT, any dispute arising under this AGREEMENT shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the SUBRECIPIENT.
- 9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBRECIPIENT mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

Article 10: Arbitration

- 10.1 Any dispute between the parties to this AGREEMENT, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.
- 10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.

10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

Article 11: Federal Requirements

11.1 Civil Rights Requirements

a. Prohibitions Against Discrimination

The SUBRECIPIENT agrees to comply with, and assure compliance of all SUBRECIPIENTs with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The SUBRECIPIENT agrees to comply with, and assure compliance by third party Subrecipients at ant tier under the PROJECT with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Eπvironmental Justice, and related nondiscrimination statutes and regulations in all programs and activities. DVRPC's website, www.dvrpc.org, may be translated into multiple languages. Publications and other public documents can be made available in alternative languages and formats, if requested. DVRPC public meetings are always held in ADA-accessible facilities, and in transit-accessible locations when possible. Auxiliary services can be provided to individuals who submit a request at least seven days prior to a public meeting. Requests will be accommodated to the greatest extent possible. Any person who believes they have been aggrieved by an unlawful discriminatory practice by DVRPC under Title VI has a right to file a formal complaint. Any such complaint may be in writing and filed with DVRPC's Title VI Compliance Manager and/or the appropriate state or federal agency within 180 days of the alleged discriminatory occurrence. For more information on DVRPC's Title VI program or to obtain a Title VI Complaint Form, please visit: www.dvrpc.org/GetInvolved/TitleVI, call (215) 592-1800, or email public affairs@dvrpc.org.

b. Equal Employment Opportunity

The SUBRECIPIENT agrees to comply with, and assure compliance by third party SUBRECIPIENTs at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e: 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

i. SUBRECIPIENT agrees that full consideration will be given to all eligible, qualified applicants without regard to age,

ancestry, color, disability, domestic or sexual violence victim status, ethnicity, familial status, gender identity or expression, genetic information, marital status, medical condition (including pregnancy), national origin, race, religion, sex, or sexual orientation; or any other basis protected by federal, state, or local law. Minority, female, and disabled applicants are encouraged to apply.

ii. If the SUBRECIPIENT is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the AGREEMENT. Failure by the SUBRECIPIENT to carry out the terms of the EEO program shall be treated as a violation of this AGREEMENT. Upon notification to the SUBRECIPIENT of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

c. Disadvantaged Business Enterprise (DBE) Program

- i. The SUBRECIPIENT hereby agrees to comply with the current COMMISSION goal and Section 1101(b) of the Transportation Efficiency Act for the 21st Century, 23 U.S.C § 101 note, current AGENCY regulations regarding Disadvantaged Business Enterprises, and for USDOT funded program, the regulations set forth in 49 C.F.R. Part 26.
- ii. The SUBRECIPIENT agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract financed with Federal assistance provided by the AGENCY. The SUBRECIPIENT agrees to take all necessary and reasonable steps required by the AGENCY regulations to ensure that eligible DBEs have the maximum feasible opportunity to participate in subcontracts. If the SUBRECIPIENT is required by AGENCY regulations to have a DBE program, the DBE program must be in compliance with COMMISSION DBE Policy. COMMISSION DBE Policy is incorporated by reference and made a part of this AGREEMENT. Implementation of the program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notifying the SUBRECIPIENT of any failure to implement its approved DBE program, the AGENCY may impose sanctions as provided for under its regulations and may, as determined, refer the matter for enforcement under 18 U.S.C. § 1001 and the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et

d. Nondiscrimination on the Basis of Age

The SUBRECIPIENT agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107 and implementing regulations, which prohibit discrimination on the basis of age.

e. Access Requirements for Persons with Disabilities

The SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. §5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The SUBRECIPIENT also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- I. USDOT regulations, Transportation Services for Individuals with Disabilities (ADA), 49 CFR Part 37.
- ii. USDOT regulations, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, 49 CFR part 27.
- iii. Joint US Architectural and Transportation Barriers Compliance Board / USDOT regulation, Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles, 36 CFR Part 1192 and 49 CRF Part 38.
- iv. US Department of Justice regulations, Nondiscrimination on the Basis of Disability in State and Local Government Services, 28 CFR Part 35.
- v. US Department of Justice regulations, Nondiscrimination on the Basis of Disability by Public Accommodations and Commercial Facilities, 28 CFR Part 36.
- vi. US General Services Administration regulations, Accommodations for the Physically Handicapped, 41 CFR Subpart 101-19.

- vii. US Equal Employment Opportunity Commission, Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act, 29 CFR part 1630.
- viii.US Federal Communications Commission regulations, Telecommunications Relay Services and Related Customer Premises Equipment for Hearing and Speech Disabled, 47 CFR Part 65, Subpart F.
- ix. Federal Transit Administration (FTA) regulations, Transportation for Elderly and Handicapped Persons, 49 CFR part 609.
- x. Any implementing requirements the FTA may issue.

Note: the above regulations essentially provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

f. Confidentially and Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism

The SUBRECIPIENT agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, and the Public Health Services Act of 1912, 42 U.S.C. §§ 290dd-3 and 290ee-3, including any amendments to these Acts.

11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, Political Activity of State and Local Officers or Employees, Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations. No funds under this AGREEMENT shall be used for any partisan political activity or to furnish the election or defeat of any candidate for public office.

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns.

11.3 Disclosure of Information

All information obtained by the SUBRECIPIENT in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

11.4 Clean Air and Clean Water

The SUBRECIPIENT hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401 et. seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§1251 et. seq.).

11.5 Energy Conservation Program

The SUBRECIPIENT agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

11.6 Historic Preservation

In connection with carrying out this Project, the SUBRECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

- a. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,
- b. Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties.

11.7 Environmental Requirements

The SUBRECIPIENT shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "A Federal Action to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY.

11.8 Resource Conservation and Recovery Act

The SUBRECIPIENT shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901

et seg.

11.9 Comprehensive Environmental Response, Compensation, and Liability Act

The SUBRECIPIENT shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§ 9601 et seq.

11.10 Contract Work Hours and Safety Standards Act

The SUBRECIPIENT shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

11.11 False or Fraudulent Statements and Claims

The SUBRECIPIENT agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the regulations of the AGENCY, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this AGREEMENT.

11.12 Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs 11.1 through 11.13 in every subcontract under this AGREEMENT, including procurement of materials which shall be secured in compliance with 2 CFR 200, AGENCY regulations, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontract or procurement under this AGREEMENT, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a contractor or supplier as a result of such direction, the SUBRECIPIENT may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

In addition to the incorporation of provisions outlined in Article 11: Federal Requirements, SUBRECIPIENT shall be required to incorporate all applicable provisions outlined in Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances.

Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances

By executing this AGREEMENT, the SUBRECIPIENT, HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through Federal Highway Administration ("FHWA"), Federal Transit Administration ("FTA"), and Federal Aviation Administration ("FAA"), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination in Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUBRECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the SUBRECIPIENT receives Federal financial assistance from DOT, including the FHWA, FTA, and/or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the SUBRECIPIENT, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the SUBRECIPIENT agrees with and gives the following Assurances with respect to its Federally assisted activities as identified in the Unified Planning Work Program of the COMMISSION:

1. The SUBRECIPIENT agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to

- an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- 2. The SUBRECIPIENT will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all activities as identified in the Unified Planning Work Program of the COMMISSION and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"SUBRECIPIENT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

- 3. The SUBRECIPIENT will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
- 4. The SUBRECIPIENT will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a SUBRECIPIENT.
- 5. That where the SUBRECIPIENT receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- That where the SUBRECIPIENT receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
- 7. That the SUBRECIPIENT will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the SUBRECIPIENT with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- 8. That this Assurance obligates the SUBRECIPIENT for the period during which Federal financial assistance is extended to the program, except

where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the SUBRECIPIENT, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. the period during which the SUBRECIPIENT retains ownership or possession of the property.
- 9. The SUBRECIPIENT will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other SUBRECIPIENTS, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- 10. The SUBRECIPIENT agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this AGREEMENT and agreeing to the terms of this ASSURANCE, SUBRECIPIENT also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

SUBRECIPIENT gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the COMMISSION's Unified Planning Work Program. This ASSURANCE is binding on the Commonwealth of Pennsylvania and the State of New Jersey, other SUBRECIPIENTS, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the various activities as identified in the Unified Planning Work Program of the COMMISSION.

12.1 APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, FTA, and/or FAA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the SUBRECIPIENT or the FHWA, FTA, and/or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the SUBRECIPIENT or the FHWA, FTA, and/or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the SUBRECIPIENT will impose such contract sanctions as it or the FHWA, FTA, and/or FAA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the SUBRECIPIENT or the FHWA, FTA, and/or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the SUBRECIPIENT to enter into any litigation to protect the interests of the SUBRECIPIENT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

12.2 APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the SUBRECIPIENT will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of the COMMISSION's Unified Planning Work Program, and the policies and procedures prescribed by the FHWA, FTA, and/or FAA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto SUBRECIPIENT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto SUBRECIPIENT and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on SUBRECIPIENT, its successors and assigns.

SUBREICIPIENT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that SUBRECIPIENT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49. Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or reenter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

12.3 APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by **DVRPC** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, DVRPC will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
 - C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, DVRPC will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of DVRPC and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

12.4 APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **DVRPC** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does

hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, DVRPC will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, DVRPC will there upon revert to and vest in and become the absolute property of DVRPC and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

12.5 APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

12.6 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et

- seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid SUBRECIPIENTs, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Article 13: Interest of Members of the COMMISSION and Others

13.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this AGREEMENT or the proceeds thereof.

Article 14: Interest of the SUBRECIPIENT

14.1 The SUBRECIPIENT covenants that no member, officer or employee of the SUBRECIPIENT has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this AGREEMENT. The SUBRECIPIENT further covenants that in the performance of this AGREEMENT no person having any such interest shall be employed.

Article 15: Interest of Members of Congress

15.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT, or to any benefit therefrom.

Article 16: Audit and Inspection of Records

- 16.1 The SUBRECIPIENT shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this AGREEMENT in accordance with generally accepted accounting principles and procedures. All costs charged against this AGREEMENT shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance with the line items shown on the latest approved budget. The SUBRECIPIENT shall permit and shall require its contractor to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this AGREEMENT. The SUBRECIPIENT agrees that any payment made by the COMMISSION to the SUBRECIPIENT, and any expenditures of the SUBRECIPIENT under the terms of this AGREEMENT, are subject to audit by the COMMISSION.
- 16.2 The SUBRECIPIENT agrees to remit to the COMMISSION any excess payments made to the SUBRECIPIENT, any costs disallowed as a result of audit, and any amounts recovered by the SUBRECIPIENT from third parties or other sources.
- 16.3 The SUBRECIPIENT shall preserve all documents, records and books of account pertaining to this AGREEMENT for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the SUBRECIPIENT to surrender all records at the end of the three (3) year period.

- 16.4 The SUBRECIPIENT shall provide the COMMISSION with an audit prepared in conformance with 2 CFR 200, Subpart F, Audit Requirements. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The SUBRECIPIENT understands that the audit may be made available to the AGENCY and the Comptroller General of the United States.
- 16.5 Should the COMMISSION audit the SUBRECIPIENT in place of the audit performed under 15.4 above, the COMMISSION's audit of the SUBRECIPIENT is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the SUBRECIPIENT's performance under this AGREEMENT.

Article 17: Identification of Documents

17.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or a policy of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 18: Publicity

18.1 Press releases and other public dissemination of information by the SUBRECIPIENT concerning the PROJECT work shall be coordinated with the COMMISSION's Office of Communications and Engagement. Press release and public dissemination requests should be sent to public_affairs@dvrpc.org. Any and all press releases shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.

Article 19: Rights in Data, Copyrights, and Disclosure

19.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this AGREEMENT by the SUBRECIPIENT or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which SUBRECIPIENT or contractor at any

tier, purchases ownership financed under this AGREEMENT.

- 19.2 Definition. The term "data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this AGREEMENT. It does not include the SUBRECIPIENT's financial reports, or other information incidental to contract administration.
- 19.3 Data submitted to and accepted by the COMMISSION under this AGREEMENT shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the SUBRECIPIENT.
- 19.4 No data developed or prepared in whole or in part under this AGREEMENT shall be subject to copyright in the United States or in any other country. The SUBRECIPIENT relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this AGREEMENT. The SUBRECIPIENT shall not include in the data any copyrighted matter, unless the SUBRECIPIENT provides the COMMISSION with written permission of the copyright owner for the SUBRECIPIENT to use such copyrighted matter.
- 19.5 The SUBRECIPIENT bears responsibility for the administration of the PROJECT and therefore the SUBRECIPIENT alone is liable for any claims of copyright infringement for any copyrighted material.
- 19.6 It is a condition precedent to SUBRECIPIENT's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The SUBRECIPIENT shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the SUBRECIPIENT pertaining to such suit or claim.

Article 20: Confidentiality

- 20.1 At no time, without written COMMISSION approval, may the SUBRECIPIENT divulge or release information, reports, recommendations or things of a like nature developed or obtained in connections with performance of this AGREEMENT that are of direct interest to the COMMISSION
 - a. The COMMISSION has direct interest in the SUBRECIPIENT's material when the SUBRECIPIENT's PROJECT is to be made a

- part of a larger PROJECT still under the supervision of the COMMISSION.
- b. When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.
- 20.2 After the AGREEMENT period, SUBRECIPIENT may divulge or release information that is of direct interest to the SUBRECIPIENT, but which has no direct interest to the COMMISSION.

Article 21: Patent Rights

21.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the SUBRECIPIENT or its employees or SUBRECIPIENT, in the course of, in connection with, or under the terms of this AGREEMENT, the SUBRECIPIENT shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the SUBRECIPIENT, or contractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third-party contract as described in the U. S. Department of Commerce regulations A Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements 37 C.F.R. Part 401.

Article 22: Liquidated Damages

- 22.1 The SUBRECIPIENT agrees that the COMMISSION shall retain ten percent (10%) of the AGREEMENT amount from Federal funds made available under this AGREEMENT, to be used as a set off for reimbursing the COMMISSION for the cost to administer this AGREEMENT should performance extend beyond the period of performance set forth in the Time of Performance Section of this AGREEMENT.
- 22.2 The COMMISSION shall retain Ten Dollars per business day as liquidated damages for each day that performance is extended beyond the time fixed for performance in the Time of Performance set forth in this AGREEMENT. These liquid damages are to compensate the COMMISSION for delay and do not limit the COMMISSION from any other applicable recovery for damages. The total sum to be charged by the COMMISSION for the entire delay in performance shall not be in excess of the ten percent (10%) held in retainage.
- 22.3 The COMMISSION shall, upon acceptance of the Draft Final Report promptly pay the SUBRECIPIENT any funds due from the retainage.

22.4 The decision by the COMMISSION to impose a daily charge for delay, or to excuse said delay, shall be final. A delay in performance by the SUBRECIPIENT may be excused by the COMMISSION if, in its sole discretion, it deems the delay to be a cause or causes beyond the control of the SUBRECIPIENT.

Article 23: Invoice Forms and Payroll Records

Invoice forms used by the SUBRECIPIENT should be in compliance with Article 6 hereof are attached hereto. Invoices must be approved by SUBRECIPIENT project manager.

23.1 Payroll records submitted by the SUBRECIPIENT should agree with the total personnel cost of the invoice and be approved by the SUBRECIPIENT project manager

Article 24: Certification of Non-collusion

- 24.1 The parties hereto hereby certify that neither the COMMISSION nor the SUBRECIPIENT, or their representatives have:
 - a. been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this AGREEMENT, employed or retained or agreed to employ or retain, any firm or person;
 - b. been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and SUBRECIPIENT, any fee, contribution, donation, or other consideration of any kind to solicit to secure this AGREEMENT:
 - c. acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 25: Restrictions on Lobbying

- 24.2 The SUBRECIPIENT hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 26: Entire Agreement

- 26.1 The AGREEMENT Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.
 - a. No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.
 - Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.

Exhibit "B"

Scope of Services, Unified Planning Work Program Description entitled "City of Camden Supportive Regional Highway Planning Program"

PROJECT: 21-61-060 City of Camden - Supportive Regional Highway Planning

Program

Responsible Agency: Delaware Valley Regional Planning Commission

Program Coordinator: Kwan Hui

Project Manager: John Ward

Goals:

Improve the efficiency of the region's transportation network by participating in subregional transportation planning efforts.

Description:

Manage and maintain the general administration of the program and maintain coordination and cooperation with federal, state, regional, and local agencies. Maintain public participation in the transportation planning process. Identify, prioritize, and analyze a capital program of federal and state-funded transportation improvements reflecting local input and coordination with state and regional agencies. Monitor implementation of the capital improvements. Assess impact of proposed land use on transportation facilities and recommend Camden City's position on certain regional transportation improvements and programs. Maintain and update data files required for the comprehensive transportation planning effort. Monitor various transportation indicators (e.g., traffic counts and turning movements). Retrieve and disseminate information as required.

Tasks:

Task I - Administration

- 1. Perform general and contract administrative duties.
- 2. Prepare quarterly progress reports, expenditure reports, annual completion report, and participate in the development of the DVRPC Planning Work Program and Camden City SRHPP for the next fiscal year.
- 3. Perform public participation as appropriate.
- 4. Review transportation reports and correspondence and provide feedback.
- 5. Attend meetings, including DVRPC monthly RTC meetings, quarterly progress report meetings, Planning Work Program meetings, and special meetings as required. Present data to Camden City for its use.
- 6. Respond to information requests.
- 7. Conduct interagency liaison and coordination.

Task II - Transportation Improvement Program

- 1. Monitor Federal Aid and STATE-DVRPC Program progress.
- 2. Maintain and inventory TIP projects and update project status. Maintain channels of communication with DVRPC, NJDOT, and the public regarding project status.
- 3. Participate and assist in the TIP update and maintenance processes.
- 4. Review and provide feedback on NJDOT Capital Program Screening Committee (CPSC) and Capital Program Committee (CPC) project requests



5. Participate in project selection and evaluation processes, as appropriate, including DVRPC competitive programs.

Task III - Transportation Plan Maintenance

- 1. Monitor and evaluate the impact of proposed land development on existing and proposed highway and transit facilities.
- 2. Monitor certain state improvements.

Task IV - Transportation Planning Data and Analysis

- 1. NJDOT's Safety Voyager or NJDHTS's Numetric Crash Analysis tool. Maintain data supplied by NJDOT as a data source for transportation planning effort.
- 2. Maintain information on roadways and bridges, such as condition, cartway width, rights of way, age, etc.
- 3. Attend DVRPC IREG, future Imagery Acquisition, and other steering committee meetings.

Products:

- 1. Quarterly progress and expenditure reports.
- 2. Brief reports on meetings and seminars attended related to highway planning.
- 3. Annual completion report.
- 4. SRHPP for the subsequent fiscal year.
- 5. Adopted Transportation Improvement Program
- 6. City project proposals for consideration in next fiscal year's UPWP, if available.

Beneficiaries:

Camden City, Camden County, residents, businesses, and the region.

Project Cost and Funding:

FY	Total	Highway Program	Transit Program	Comprehensive Planning	Other *
2020	\$33,000				\$33,000
2021	\$30,000				\$30,000
2022					
2023					

^{*} NJ TIP - DB #X30A - \$24,000 STBGP-PHILA - \$6,000 Match

Exhibit "C"

Budget Proposal

BUDGET PROPOSAL



ENTITY NAME: Camden City PROJECT NUMBER: 21-61-060 SUBMITTED BY (name and title):

DATE SUBMITTED:

the design of the state of the			
DIRECT LABOR- Specify employee name and title	# Hours	Hourly Rate	Estimated Cost
			(FOR ALL TASKS)
			\$
			\$
			\$
			\$
			\$
			\$
			\$
	· · · · · · · · · · · · · · · · · · ·		\$
			\$
			\$
		SUB-TOTAL	\$
2. FRINGE & OVERHEAD:	Rate	Direct Labor Base	Estimated Cost
ringe		\$ -	\$ -
verhead	<u> </u>	\$ -	\$.
		SUB-TOTAL	\$ -
OTAL DIRECT LABOR, FRINGE & OVERHEAD			\$
	<u></u>		Estimated Cost
3. NONLABOR EXPENSES:			Estimated Cost
aterials			
ravel			
			·····
		SUB-TOTAL	\$ -
	·		
PWP BUDGET TOTAL	and the second s		\$ 30,000.
			30,500.
SS: MATCH AMOUNT			\$ (5,000.0
			~ (p,000,0

RESOLUTION AUTHORIZING A CHANGE ORDER #12 TO CONTRACT #03-19-131 WITH AP CONSTRUCTION INC., IN CONNECTION WITH THE COOPER'S POYNT ROAD RECONSTRUCTION PROJECT (TIGER GRANT)

WHEREAS, the Council of the City of Carnden by Resolution (MC-19:6827) dated March 12, 2019 awarded a contract (#03-19-131) to AP Construction Inc. for the for the construction services related to the Carnden Connections for the Future Grant for the Cooper's Poynt Road Reconstruction Project; and

WHEREAS, the contract price set forth in Resolution (MC-19:6827) as aforesaid was Thirteen Million Eight Hundred Thirty-Seven Thousand One Hundred and Thirty-Eight Dollars (\$13,837,138.00); and

WHEREAS, the Council of the City of Camden by Resolution #4 (MC-7526) adopted on June 29, 2020 authorized amendment #1 in the amount of Forty-Four Thousand Two Hundred Eighty-Seven Dollars and Ninety-Seven Cents (\$44,287.97) for additional costs and necessary work which was not covered in the specifications; and

WHEREAS, the Council of the City of Camden by Resolution #13 (MC-7742) adopted on December 8, 2020 approved amendment #2 in an amount not to exceed One Million Six Hundred Forty-Five Thousand Four Hundred Forty-Three Dollars and Seventy Cents (\$1,645,443.70) due to unforeseen circumstances; and

WHEREAS, the Council of the City of Camden by Resolution #14 (MC-7743) adopted on December 8, 2020 approved amendment #3 to decrease the amount by One Million One Hundred Seventeen Thousand Nine Hundred Ninety-Four Dollars (\$1,117,994.00) due to adjustment of quantities not needed; and

WHEREAS, the Council of the City of Carnden by Resolution #5 (MC-7777) adopted on December 29, 2020 approved amendment #4 to decrease the contract amount by One Million Three Hundred Seventy-Four Thousand Seven Hundred Eighty-Eight Dollars and Eighty-Six Cents (\$1,374,788.86) due to adjustment of quantities not needed; and

WHEREAS, the Council of the City of Camden by Resolution #6 (MC-7778) adopted on December 29, 2020 approved amendment #5 to increase the contract amount by Eight Hundred Sixty-Five Thousand Three Hundred Thirty-One Dollars and Fifty-Eight Cents (\$865,331.58) due to an adjustment for the increase of quantities needed; and

WHEREAS, the Council of the City of Camden by Resolution dated March 9, 2021 will approve amendment #6 to increase the contract amount by One Million Four Hundred Seventeen Thousand Nine Hundred Thirty-Three Dollars and Forty Cents (\$1,417,933.40) due to an adjustment for the increase of quantities needed; and

WHEREAS, the Council of the City of Camden by Resolution dated March 9, 2021 will approved amendment #7 to decrease the contract amount by Three Hundred Sixty Thousand Three Hundred Twenty-Three Dollars and Fifty Cents (\$360,323.50) due to quantity adjustments; and

WHEREAS, the Council of the City of Camden by Resolution dated March 9, 2021 approved amendment #8 in the amount not exceed Three Hundred Twenty-Two Thousand Nine Hundred Eighty-Three Dollars (\$322,983.00) due to increase of quantities needed; and

WHEREAS, the Council of the City of Camden by Resolution (MC-7939) adopted on April 13, 2021 by amendment #9 to decrease the amount by Five Hundred Five Thousand Six Hundred Ninety-Eight Dollars And Eighty-Eight Cents Dollars (-\$505,698.88) due to quantity adjustments; and

WHEREAS, the Council of the City of Camden by Resolution (MC-7940) adopted on April 13, 2021 by amendment #10 to in the amount not to exceed ONE HUNDRED NINETY-THREE THOUSAND TWO HUNDRED EIGHT DOLLARS AND EIGHT CENTS (\$193,208.08) due to quantities adjustments needed; and

WHEREAS, the Council of the City of Camden by Resolution (MC-7941) adopted on April 13, 2021 by amendment #11 to in the amount not to exceed One Million Four Hundred Eighty-Three Thousand Seven Hundred Sixty-Five Dollars And Three Cents (\$1,483,765.03) due to quantities adjustments needed; and

WHEREAS, it is necessary to further amend said contract by amendment #12 in the amount not to exceed EIGHTEEN THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS (\$18,252.00) due to increase of quantities needed; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that contract #03-19-131 between the City of Camden and A.P. Construction, Inc., be amended to reflect change order #12 in the amount by EIGHTEEN THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS (\$18,252.00) for a total contract amount of SIXTEEN MILLION FOUR HUNDRED SIXTY-NINE THOUSAND FIVE HUNDRED THIRTY-SEVEN DOLLARS AND SEVENTY-TWO CENTS (\$16,469,537.72).

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: May 18, 2021

The above has been reviewed and approved as to form.

MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS President, City Council

ATTEST:

LUIS PASTORIZA Municipal Clerk

CITY OF CAMDEN

CITY COUNCIL REQUEST FORM

SPECIAL!!

Council Meeting Date: May 14, 2021

TO:

Jason J. Asuncion, Esq., Business Administrator

DATE: May 12, 2021 FROM: Orion Joyner

Department Making Request: PLANNING & DEVELOPMENT

TITLE OF RESOLUTION/ORDINANCE: Resolution Authorizing Change Order #12 to contract

#03-19-131, with A. P. Construction, Inc., in connection with the Cooper's Poynt Road Reconstruction (TIGER)

project.

BRIEF DESCRIPTION OF ACTION: On March 12, 2019, Council authorized of a construction contract to A. P. Construction, Inc. (MC-19:6827), for the Cooper's Poynt Road Reconstruction (TIGER) project. Due to increase of quantities needed, as outlined in attached construction memo, change order is necessary, and will result in contract increase.

APPROPRIATION ACCOUNT(S): C-19-725-999

AMOUNT:	Ori
ALIOUITI.	<u> </u>

Original Contract Amount	\$13,837,138.00
Change Order #1	44,287.97
Change Order #2	\$1,645,443.70
Change Order #3	(1,117,994.00)
Change Order #4	(1,374,788.66)
Change Order #5	\$865,331.58
Change Order #6	1,417,933.40
Change Order #7	(360,323.50)
Change Order #8	322,983.00
Change Order #9	(505,698.88)
Change Order #10	193,208.08
Change Order #11	1,483,765.03
Change Order #12	<u>18,252.00</u>
New Contract Amount	\$16,469,537.72

Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

Date

Approved by Relevant Director: Approved by Grants Management: Approved by Finance Director: ☐ CAF –Certifications of Availability of Funds Approved by Purchasing Agent:

Approved by Business Administrator:

Received by City Attorney:

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

	(Name) Please Print	(Extension #)
Prepared By:	Tytanya Ray	7680
Contact Person:	Orion Joyner	7680

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: A.P CONSTRUCTION, INC

THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

TEMPORARY BUDGET APPROPRIATION:

AMOUNT:

ADOPTED BUDGET APPROPRIATION:

AMOUNT

APPROPRIATION RESERVE:

AMOUNT:

DEDICATED BY RIDER:

AMOUNT:

RESERVE FOR STATE AND FEDERAL GRANT:

AMOUNT:

CAPITAL ORDINANCE: C-19-725-999

AMOUNT: \$18,252.00 TRUST ACCOUNT:

AMOUNT:

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$16,469,537.72

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZINGCHANGE ORDER #12 TO CONTRACT #03-19-131, WITH A.P. CONSTRAUCTION, INC., IN CONNECTION WITH THE COOPER'S POYNT ROAD RECONSTRUCTIOJ (TIGER) PROJECT.

Johanna S. Conyer

Director of Finance

Date:

STATE OF NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF LOCAL GOVERNMENT SERVICES CONTRACT REQUEST FORM

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	City of Camden
Professional Service or EUS Type	Change Order #12
Name of Vendor	A.P. Construction, Inc.
Purpose or Need for service:	Change Order #12. Increasing contract #03-19-131 by
	additional \$18,252.00 for Construction in connection with the
	Cooper's Poynt Reconstruction (TIGER) project.
Contract Award Amount	\$18,252.00 (change order #12)
Term of Contract	
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	Yes
Please explain the procurement	N/A
process (i.e. bids, RFQ,	
competitive contracting, etc.)	
Were other proposals received?	No
If so, please attach the names and	
amounts for each proposal received?	
all bidders and the bid amounts assoc	moranda or evaluation forms used to evaluate the vendors and a list stated with each bidder. please have the appropriate personnel sign the certification on page
	Date
Mayor's Signature•	Date
	Date
Business Administrator/Manager Sig	

^{*}For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

The Chief Financial Officer	affirms that there is ade	equate funding available for this personnel action.
Cooper's Poynt Reconstruct	ion (TIGER) funding So	ource for this action $C-19-725-999$
Chief Financial Officer Sign	nature	
I certify that the vendor sele was notified of any restriction		with the adopted Pay to Play Ordinance and that the vendor paign contributions.
<u></u> /u	A 2º	Date 5/13/2021
Certifying Officer		,
For LGS use only:		
() Approved	() Denied	
		Date
Director or Designee,		
Division of Local Governm	ent Services	
Number Assigned		

CAMDEN CITY

520 MARKET STREET P O BOX 95120 CAMDEN, NJ 08101-5120 TEL (856)757-7000

SHIP FO	PLANNING & DEVELOPMENT DIVISION OF CAPITAL IMPROVEMTS 520 MARKET ST. 3RD FL RM 325 CAMDEN, NEW JERSEY 08101
>ENDOR	VENDOR #: APCO2 A P CONSTRUCTION INC 915 S BLACK HORSE PIKE BLACKWOOD, NJ 08012

	REQUISITION	
NO.	c2100685	

ORDER DATE:

05/12/21

DELIVERY DATE: STATE CONTRACT: F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CHANGE ORDER #12 IN CONNECTION WITH THE COOPER'S POYNT ROAD RECONSTRUCTION (TIGER) PROJECT.	C-19725-999	18,252.0000	18,252.00
	CONTRACT #03-19-131		TOTAL	18,252.00
				·
	5/13/	4		

Approved:

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

Department Head

Date

Receiver of Goods

Initial Report ____ Revised Report ____ Closing Report ____ Bureau of Grants Management Grant Summary Form Grant Status Code: _G (green - g; yellow - y; red - r)

Department: Development & Planning – Capital Improvements

Grant Administrator: Tytanya Ray Grant Administrator #: 757-7628

Project Name:		TIGER GRANT #9					
Grant/Funding Agency Program:		USDOT – Federal Highway Administration (FHWA)					
Grant Federal CFDA or State GIMS Number:		20.933	20.933				
City Contract Date:		pending	City Contract #:				
Application Resolution #:			Appropriation Code :	G-19-710-901; G-19- 650-901; C-19-725-999			
Funding Source:		Federal Highway Administration					
Pass Through: circle one		Source:	NJDOT				
Amount of Grant:		\$16.2 MILLION					
Local Match: circle one		Cash:	\$5,017,030	In- Kind:			
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:				
Term of Grant: 7.12.18		8 – 9.30.22	Location of Activity:				
Date of Analysis: 5.13.20		021	Reviewed By:	Kelly Mobley			

Summary:

13-May-21: The Department of Planning and Development– Division of Capital Improvements is processing the following resolutions for City Council Authorization:

Charles Marandino LLC Amendments to Contract #03-19-130

Change Order #7 - \$5,348.88 Requesting council authorization to decrease the amount of the contract due to price adjustments for concrete cylinders.

AP Construction Amendments to Contract #03-19-131

Change Order #12 - \$18,252.00 Requesting council authorization to increase the amount of the contract by \$18,252.00 due to an increase of quantities needed. PR C2100685 appropriation code #C-19-725-999

CME Associates LLC Amendments #03-19-121s

Amendment #2 - \$17,586.61 Requesting council authorizing amendment #2 due to changes related to field conditions which will result in a contract increase. PR C2100669 appropriation code #C-19-725-999.

06-May-21: The Department of Planning and Development– Division of Capital Improvements is processing the following payments for Charles Maradinao, LLC for construction services rendered in connection with the TIGER Project – Cooper Pedestrian Access Project:

Application #7: \$118,572.15 appropriation G-19-710-901; **Application #8:** \$152,900.88 (appropriation G-19-710-901 - \$135,932.96 and appropriation G-19-650-901 - \$16,967.92;

Application #9 \$209,226.87 appropriation G-19-650-901; Application #10 \$108,845.59 appropriation G-19-650-901 and application #11 \$35,757.78 appropriation G-19-650-901 28-Apr-21: The Department of Planning and Development– Division of Capital Improvements is processing the following purchase requisitions which increases have already been approved by

Initial Report ____ Revised Report ____ Closing Report ____ Bureau of Grants Management Grant Summary Form Grant Status Code: _G (green - g; yellow - y; red - r)

City Council:

Charles Marandino LLC

Change Order #3 - \$166,689.00

Change Order #5 - \$96,201.50

AP Construction

Change Order #6 - \$1,417,933.40

Change Order #8 - \$322.983.00

Change Order #10 - \$193,208,08

Change Order #11 - \$1,483,765.03

Pennoni Associates

Amendment#1 - \$74,600.00

28-Apr-28: The Department of Planning and Development- Division of Capital Improvements is processing payment #11a (Application 11 a - changer order #5) for the Cooper's Poynt Reconstruction portion of the TIGER grant for AP Construction (contractor) in the amount of \$845,557.31 - appropriation code #G-19-710-901

22-Apr-21: The Department of Planning and Development – Division of Capital Improvements is processing application #6 for Charles Marandino, LLC for the Cooper Street Pedestrian Access Project in the amount of \$13,321.93. **Total payable:** \$13,321.93 **Utilizing appropriation code:** G-19-710-901 (total payment \$13,593.80 minus 2% retainage of \$271.87 = \$13,321.93)

25-Mar-21: The Department of Planning and Development – Division of Capital Improvements is processing application #5 for Charles Marandino, LLC for the Cooper Street Pedestrian Access Project in the amount of \$57,091.27. **Total payable:** \$57,091.27

25-Mar-21: The Department of Planning and Development– Division of Capital Improvements is processing the following invoices in connection with the TIGER Proect. Specifically, the invoices are for Pennoni Associates, Inc. for construction management and administration of the Cooper Street Access Project utilizing appropriation #G-19-710-901 total \$192,170.00

- a. Invoice# 1039230 in the amount of \$37,825.00 for services rendered through 8/31/2020 (application #13)
- b. Invoice #1043994 in the amount of \$30,780.00 for services rendered through 9/30/2020 (application #14)
- c. Invoice #1051214 in the amount of \$71,025.00 for services rendered through 11/30/2020 (application #15)
- d. Invoice #1056002 in the amount of \$30,650 for services rendered through 12/31/2020 (application #16)
- e. Invoice #1059559 in the amount of \$21,890.00 for services rendered through 1/31/2021 (application #17)

25-Mar-21: The Department of Planning and Development – Division of Capital Improvements is processing certificate #12 for AP Construction – Cooper's Poynt Reconstruction in the amount of \$813,039.72. Invoice was adjusted from \$822,159.60 (change order items were deleted and will be paid with the new purchase order). **Total payable:** \$813,039.72

17-Feb-21: The Department of Planning and Development – Division of Capital Improvements is processing the following certificates for AP Construction – Cooper's Poynt Reconstruction:

- Change Order #2 payment 8a: \$1,375,508.11 (from Certificate #8)
- Change Order #2 payment 9a: \$87,348.38 (from Certificate #9)
- Change Order #2 payment 10 partial: \$97,960.80 (from Certificate #10)
- Certificate #10 (partial): #\$695,291.50

14-Jan-21: The Department of Planning and Development – Division of Capital Improvements is processing the following certificates for the Cooper Street Pedestrian Access Project utilizing PO 20-00492.

Initial Report ____ Revised Report ___ x Closing Report ____ Bureau of Grants Management Grant Summary Form Grant Status Code: _G (green - g; yellow - y; red - r)

a. Certificate #3 - \$374,550.58

b. Certificate #4 - \$420,614,31

Total: \$795,164.89

17-Dec-20: The Department of Planning and Development– Division of Capital Improvements is processing the following invoices in connection with the TIGER Program. Specifically, the invoices for AP Construction for Cooper's Poynt Road Reconstruction utilizing **appropriation #G-19-710-901**

- f. AP Construction Certificate #8 in the amount of \$808,210.96
 - AP Construction Certificate #9 in the amount of \$601,880.88

g. AP C Total: \$1,410,091.84

17-Dec-20: The Department of Planning and Development– Division of Capital Improvements is processing the following invoices for CME Associates for construction management services rendered in connection with the Cooper Street Access Project (TIGER).

- 1. Invoice #0264746 for services rendered through July 2020: \$5,635.05
- 2. Invoice #0265410 for services rendered through August 2020; \$4,385.72
- 3. Invoice #0268512 for services rendered through September 2020: \$3,283.41

Total amount: \$13,304.18

1-Dec-20: The Department of Planning and Development – Division of Capital Improvements is seeking council authorization to amend contract #03-19-131 with AP Construction in connection with the Cooper's Poynt Road Reconstruction Project (see modification agreement from the state for both change orders:

- Change Order #4 adjustment in quantities resulting in a decrease in the original contract amount. Total reduction to contract: \$1,374,788.26
- 2. Change Order #5 adjustment in quantities resulting in an increase in the contract.

 Change Order required new encumbrance of funds totaling \$865,331.59. (PR #21-00735)

17-Nov-20: The Department of Planning and Development– Division of Capital Improvements is processing payment #7 in the amount of \$1,006,060.73 for AP Construction utilizing appropriation code #G-19-710-901 for construction cost for the Cooper's Poynt Road Construction part of the TIGER Project. There was a \$26,884.34 adjustment to the request. These items represent change order items. The Department is also processing application #2 in the amount of \$188,536.83 for Charles Marandino, LLC for the Cooper Street Pedestrian Access Road construction part of the TIGER Project.

5-Nov-20: The Department of Planning and Development – Division of Capital Improvements is processing change order #2 for contract #03-19-131 with AP Construction Inc for services to be performed in connection with Cooper's Poynt Road Reconstruction. Due to unforeseen circumstances (see attached construction memo); additional work will be required and has resulted in an increase in the contract amount. Change order # 2: \$1,645,443.70. New contract amount: \$15,527,669.67

The Department is also seeking council authorization to amend contract #03-19-131 with AP Construction in connection with the Cooper's Poynt Road Reconstruction Project. Due to adjustments of quantities not needed (see construction memo and change order request) there will be a decrease in the contract amount. These changes affect the original purchase order and not the newly encumbered amount. New contract amount: \$14,409,675.67.

10-Sept-20: The Department of Planning and Development – Division of Capital Improvements is processing purchase order 19-01961 for Pennoni Associates, Inc. for construction management and administrative services for the Coopers'Poynt Road Reconstruction Project (TIGER Grant). This invoice represents applications 8 – 12 in the amount of \$334,750.00 (Invoice 8 = \$55,255.00;

Initial Report ____ Revised Report ____ Closing Report ____ Bureau of Grants Management Grant Summary Form Grant Status Code: _G (green - g; yellow - y; red - r)

Invoice 9 = \$54,610.00; Invoice 10 = \$123,495.00; Invoice #11: \$53,575.00; and Invoice #12 = \$47,815.00.

Also processing purchase order #19=01960 for CME Associates for construction management and administrative services for the Cooper Street Access Project (TIGER). Invoice #0266665 \$44,416.89.

27-Aug-20: The Department of Planning and Development – Division of Capital Improvements is processing purchase order 19-01960 for CME Associates in the amount of \$88,938.14 for construction management services in connection with the Cooper Street Access Project (TIGER). This payment constitutes payments 12-18. Invoice #0259060: \$17,961.33 (services rendered through April 10th); invoice #0259787: \$13,263.58(services rendered through April 24th); invoice #0260952: \$10,619.80 (services rendered through May 8th); invoice #2060965 \$11,113.94(services rendered through May 22nd); invoice #0262449: \$10,971.68 (services rendered through June 5th); invoice #0263187: \$16,823.51 (services rendered through June 26th); and invoice #0263952 \$8,184.30(services rendered through July 10th)

Please note that the funds will be utilized from two line items:

G-19-701-901: \$53,452.94 G-19-650-901: \$35,485.20

5-Aug-20: The Department of Planning and Development– Division of Capital Improvements is processing payment #6 in the amount of \$1,261,042.56 for AP Construction utilizing appropriation code #G-19-710-901 for construction cost for the Cooper's Poynt Road Construction part of the TIGER Project.

30-Jul-20: The Department of Planning and Development– Division of Capital Improvements is processing payment #1 (Application 1) for the Cooper Street Pedestrian Access Rd. portion of the TIGER grant for Charles Marandino LLC (contractor) in the amount of \$232,186.65.

10-June-20: The Department of Planning and Development– Division of Capital Improvements is processing council authorization to amend contract #03-19-131 between the City and AP Construction in the amount of \$44,287.97 in connection with the Cooper's Poynt Road Reconstruction (TIGER) Project. Processing #20-02071 utilizing appropriation code G-19-710-901. Also processing resolutions to accept updated wage and overhead rates for Pennoni and CME.

The Department is processing payment #4 for AP Construction in the amount of \$926,076.91 utilizing appropriation code #G-19-710-901. (application #4 for Cooper's Poynt Road Reconstruction)

14-May-20: The Department of Planning and Development– Division of Capital Improvements is processing the following invoices in connection with the TIGER Program. Specifically, the invoices are for CME Associates and Pennoni for construction management and administration of the Cooper Street Access Project and Cooper's Poynt Road Reconstruction Project and AP Construction for Cooper's Poynt Road Reconstruction utilizing appropriation #G-19-710-901

- h. CME: Invoice #0257449 in the amount of \$1,313.54 for services rendered through 3/6/20.
- i. Pennoni Invoice #1016496 in the amount of \$47,680.00 for services rendered through 3/8/20
- j. AP Construction Certificate #3 in the amount of \$247,516.99

28-Apr-20: The Department of Planning and Development– Division of Capital Improvements is processing the following invoices in connection with the TIGER Program. Specifically, the invoices are for CME Associates for construction management and administration of the Cooper Street Access Project utilizing appropriation #G-19-710-901 total \$6,899.36

- k. Invoice #0255569 in the amount of \$2,803.31 for services rendered through 1/24/20.
- I. Invoice #0255877 in the amount of \$2,397.19 for services rendered through 2/8/20
- m. Invoice #0257079 in the amount of \$1,698.86 for services rendered through

Initial Report ____ Revised Report ____ Closing Report ____ Bureau of Grants Management Grant Summary Form Grant Status Code: _G (green - g; yellow - y; red - r)

2/22/20

25-Feb-20: The Department of Planning and Development– Division of Capital Improvements is processing Invoice #5 and #6 for Pennoni Associates for professional services in conjunction with the Cooper's Poynt Road Construction Project. (Invoice #5: \$50,285.00 and Invoice #6: \$48,270.00) Total request: \$98,555.00. Utilize appropriation code #G-19-710-901

19-Feb-20: The Department of Planning and Development- Division of Capital Improvements is processing the second invoice against PO#20-00628 for AP Construction in the amount of \$292,020.11 for work performed at Cooper's Poynt (Application #2). Utilize appropriation code #G-19-710-901

13-Feb-20: The Department of Planning and Development– Division of Capital Improvements is processing the first invoice against PO#20-00628 for AP Construction in the amount of \$346,035.98 for work performed at Cooper's Poynt (Application #1). Utilize appropriation code #G-19-710-901 5-Feb-20: The Department of Planning and Development– Division of Capital Improvements is processing the first invoice against PO#19-01960 for CMW Associates for professional services rendered through 12/18/19 for Cooper Street Pedestrian Access Project. Invoice #0248606 \$1,004.97; #0249407 \$4,735.55; #0251167 \$4,507.79; #0252503 \$9,589.51;#0252801 \$2,593.23; and #0254086 \$3,410.41 Billings were for meetings, site visits and construction management. Total Amount: \$25,841.46 please charge to G-19-710-901.

17-Dec-19: The Department of Planning and Development– Division of Capital Improvements is processing the first invoice against PO#19-01960 for CMW Associates for professional services rendered through 8/23/19 for Cooper Street Pedestrian Access Project. Invoice #0247450. Billings were for meetings, site visits and construction management. Amount: \$5,726.48 please charge to G-19-710-901.

Also processing the 3rd payment against PO #19-01961 for Pennoni Associates in the amount of \$74,965.00. Work performed is for Resident Engineer/Inspections through 10/27/19. 28-Oct-19: The Department of Planning and Development- Division of Capital Improvements is processing Invoice #1 and #2 for Pennoni Associates for professional services in conjunction with the Cooper's Poynt Road Construction Project.(Invoice #: \$1,305.00 and Invoice #2: \$17,710.00) 1-June-19: The Department of Planning and Development- Division of Capital Improvements is seeking council authorization to amend Resolution MC-18-6598. The City of Camden in cooperation

seeking council authorization to amend Resolution MC-18-6598. The City of Camden in cooperation with FHWA is seeking to amend their agreement to include subcontracts that were awarded by the City. Contracts to be added include: Consulting and Municipal Engineers (CME) for \$186,471.56; Pennoni for \$844,660; Charles Maradino, LLC for \$2,475,326; AP Construction for \$13,837,138 and PSEnG for \$315,379.44. The City needs to amend Article II – II.2 Key Personnel – removing Uzo Ahirarakwe as City Engineer and amend Orion Joyner to City Engineer.

5-Mar-19: The Department of Planning and Development – Division of Capital Improvements is processing the following purchase requisitions #19-01401 (CME - \$186,471.56); #19-01405 (Charles Maradnino LLC - \$2,475,326); #19-01410 (Pennoni Associates, Inc.); #19-01411 (AP Construction \$13,837,138). These contracts were awarded through a competitive bidding process. (Resolutions were walked on by title.

The City of Camden was awarded \$16.2 million from the FY 2016 TIGER Discretionary Grant for the purpose of constructing the 7th Street Gateway Streetscape Enhancement project that will include street grading and resurfacing, curbs, sidewalks, ADA accessible ramps, lighting, bicycle lanes, trash receptacles, street trees and green infrastructure.

The resolution authorizing the City to accept and make an emergency appropriation in the amount of \$16.2. Million Also, processing a resolution to authorize a grant agreement between the Federal Highway Administration (FHWA) and the City of Camden for the "Camden Connections for the Future" TIGER Grant.

Matching funds: NJEDA Recovery Board (ERB) \$2,517,030; Local Funds (City) \$2,500,000

Initial Report ____ Revised Report ___ x _ Closing Report ____ Bureau of Grants Management Grant Summary Form Grant Status Code: _G (green - g; yellow - y; red - r)

<u>Project Limits</u>: Cooper Street traffic improvements and Cooper's Poynt road reconstruction project.

Time Lines: Quarterly reporting will be required; at the end of each agreement year – submission of an Annual Budget Review and Program Plan will be due within 60 days of the end of the year; closeout reports are due 90 days after the period of performance (SF-425); Interim Performance measure reports are required as well as project outcome reports. Project should be completed by September 30, 2022.

Problematic Areas/Recommendations: TIGER Grant \$16.2Million

Depa	8eg 04/26 05/04 05/04	C-19-	Date	Account No	Audit Note: * Trai	Range
Department: 725	Begin Balance: 01/01/21 04/26/21 PO 20-00638 2 05/04/21 PO C2102494 1 05/04/21 PO C2102495 1	C-19725-999	Transa	nt No	Audit Report Type: Standard Note: Transaction Beginning Balance includes all Adds/Changes occurring on or prior to the As of Date * Transaction is included in Previous and/or Begin Balance	Range of Accounts: C-19725-999 Current Period: 01/01/21 to 05/12/21
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Department:

Planning & Development

Revised: 5/12/2021

Capital Improvements/Project Management

Grant Administrator: Tytan). Ray	Grant Administra	tor #: 757-7628
Grant/Project No	ime:			ortation Investments Gener en Connections for the Futu	-
Grant #:			19-710-901 19-650-901		
City Contract Dat	te:			City Contract #:	11-16-164
Application Resolution #:				Appropriation Code #:	7-01-661-906 9-01-661-906
Funding Source:		Vai	rious		
Pass Through: Y N Source:					
Amount of Grant:				oject Mgmt (CFP) nineering/Performance Repo	rting (R&V)
Local Match:	У	7	Cash:		In- Kind
Budget Insertion				Accepting Grant	
Resolution # & De	ate:	Pending		Resolution # MC:	Pending
Term of Grant:		Per	nding	Location of Activity:	Pending
Date of Analysis:		5/1	12/21	Reviewed By:	Tytanya C. Ray

Summary: 5/12/2021: Seeking Council approval for change order #12 in the amount of \$18,252,00 for A. P. Construction, Inc., in connection with the Cooper's Poynt Road Reconstruction (TIGER) project. To be charged to account code C-19-725-999/City match funds.

5/10/2021: In connection with the Cooper Street Pedestrian Access (TIGER) project the following are requested for Council approval:

- Change Order #7 to Construction contract #03-19-130 for Charles Marandino. A deduct in amount of \$5,348.88
- Amendment #1 to Construction Management contract #03-19-121s for CME Associates. An increase in amount of \$17,586.61

5/4/2021: Forwarding invoice #2198 in the amount of \$21,563.30 to Cooper's Ferry Partnership, for Project Management in connection with the TIGER project.

5/4/2021: Transmitting invoice #11 to Charles Marandino, LLC, in amount of \$35,757.78 for work in connection with the Cooper Street Pedestrian Access (TIGER) project. To be paid from account G-19-650-901.

5/4/2021: Forwarding invoice #10 to Charles Marandino, LLC, in amount of \$108,845.59 for work in connection with the project. To be paid from account G-19-650-901.

5/4/2021: Please pay invoice #9 to Charles Marandino, LLC, in amount of \$209,226.87 for work in connection with the Cooper Street Pedestrian Access (TIGER) project. To be paid from account G-19-650-901.

5/4/2021: Forwarding invoice #8 to Charles Marandino, LLC, in amount of \$152,900.88 in connection with the Cooper Street Pedestrian Access (TIGER) project. To be paid from following accounts:

• G-19-710-901 \$135,932.96 • G-19-650-901 \$16,967.92 TOTAL PAY \$152,900.88

5/4/21: Forwarding pay invoice#7 to Charles Marandino, LLC, in amount \$118,572.15 for work in connection with Cooper Street Pedestrian Access (TIGER) project. To be paid from account G-19-710-901.

4/26/2021: Transmitting payment #11a to A.P. Construction in amount of \$845,557.31 for work in connection with the Cooper's Poynt Reconstruction (TIGER) project. Payment represents change order #5 items & being charged to P.O. #21-01415.

4/20/2021: Please pay invoice #6 to Charles Marandino, LLC, in amount of \$13,321.93 for work in connection with the Cooper Street Pedestrian Access (TIGER) project. To be paid from account G-19-710-901,

4/12/2021: Transmitting construction invoice #5 to Charles Marandion, LLC, in amount of \$57,091.27 for work in connection with the project. To be paid from account G-19-710-901.

3/23/2021: Transmitting the following Construction Management invoices to Pennoni Associates, in connection with the Cooper's Poynt Road Reconstruction (TIGER) project:

Invoice #13 in amount of
 Invoice #14 in amount of
 Invoice #15 in amount of
 Invoice #16 in amount of
 Invoice #17 in amount of
 TOTAL PAY
 \$37,825.00
 \$30,780.00
 \$71,025.00
 \$30,650.00
 \$21,890.00
 \$192,170.00

3/22/2021: Forwarding invoice #12 in amount of \$813,039.72 to A.P. Construction, in connection with the Cooper's Poynt Road Reconstruction (TIGER) project.

3/17/2021: Please pay invoice #11 to A.P. Construction in connection with the Cooper's Poynt Road Reconstruction (TIGER) project.

P.O. #20-00638 \$389,340.57
 P.O. #21-01303 \$1,853.58
 TOTAL \$391,194.15

3/1/21: Transmitting the following Council Action Requests as a walk-on for the March 9, 2021 meeting, in connection with the TIGER project:

COOPER STREET PEDESTRIAN ACCESS

- Amendment #1 for CME for Construction Management & Administration in amount of \$36,252.30
- Change Order #1 for Charles Marandino for Construction, an increase in amount of \$287,469.00
- Change Order #2 for Charles Marandino for Construction, a decrease in amount of \$138,671.00
- Change Order #3 for Charles Marandino for Construction, an increase in amount of \$166,689.00
- Change Order #4 for Charles Marandino for Construction, a decrease in amount of \$30,700.00 COOPER'S POYNT ROAD RECONSTRUCTION
- Change Order #6 for A.P. Construction, an increase in amount of \$1,417,933.40
- Change Order #7 for A.P. Construction, a decrease in amount of \$360,323.50
- Change Order #8 for A.P. Construction, an increase in amount of \$322,983.00

2/17/21: In connection with the Cooper's Poynt Road Reconstruction (TIGER) project, please pay the following invoices to A.P. Construction, Inc.:

- Invoice #8A in amount of \$1,375,508.11
- Invoice #9A in amount of \$87,348.38
- Invoice #10 in amount of \$793,252.30

 Paying from two Purchase Orders: 20-00638, \$695,291.50 and P.O. #21-01303, \$97,960.80

1/12/2021: Forwarding the following Construction payments to Charles Marandino for the Cooper Street Pedestrian Access (TIGER) project:

- Invoice #3 in amount of \$374,550.58
- Invoice #4 in amount of \$420,614.31

TOTAL \$795,164.89

12/17/20: Please pay the following Construction invoices to A.P. Construction for the Cooper's Poynt Road Reconstruction (TIGER) project:

- Invoice #8 in amount of \$808,210,96
- Invoice #9 in amount of \$601,880.88

TOTAL \$1,410,091.84

12/11/20: Transmitting the following Construction Management invoices to CME Associates, in connection with the Cooper Street Access (TIGER) project:

- Invoice #0264746 in amount of \$5,635.05
- Invoice #0265410 in amount of \$4,385.72
- Invoice #0268512 in amount of \$3,283,41

TOTAL \$13,304.18

11/24/20: Seeking Council authorization for the following actions in connection with A.P. Construction's contract #03-19-131, for the Cooper's Poynt Reconstruction (TIGER) project:

- Change Order #4, contract Decrease in amount of \$1,374,788.26
- Change Order #5, contract Increase in amount of \$865,331.58

*** A.P.'s new contract total \$13,900,218,99 (changes 1-5)

11/17/20: Please pay construction invoice #2 in the amount of \$188,536.83 to Charles Marandino, LLC, for the Cooper Street Pedestrian Access (TIGER) project.

11/17/20: Forwarding construction invoice #7 in the amount of \$1,006,060.73 to A.P. Construction, Inc., for the Cooper's Poynt Road Reconstruction (TIGER) project.

11/9/20: Forwarding invoice #2134 in the amount of \$10,515.56 to Cooper's Ferry Partnership, for Project Management in connection with the TIGER project.

11/4/20: Council approval is requested for the following actions in connection with A.P. Construction's contract for Cooper's Poynt Road Reconstruction (TIGER) project:

- Change Order #2, contract increase of \$1,645,443.70
- Change Order #3, contract Decrease of \$1,117,994.00

*** A.P.'s new contract total \$14,409,675.67 (changes 1-3)

9/8/20: Forwarding Construction Management payment in the amount of \$44,416.89 to CME (invoice #0266665), in connection with Cooper Street Access (TIGER) project.

9/8/20: Please pay the following Construction Management invoices to Pennoni Associates, in connection with Cooper's Poynt Road Reconstruction (TIGER) project:

•	Invoice #8 in amount of	\$ 55,255.00
•	Invoice #9 in amount of	\$ 54,610.00
•	Invoice #10 in amount of	\$123,495.00
•	Invoice #11 in amount of	\$ 53,575.00
•	Invoice #12 in amount of	<u>\$ 47,815.00</u>
	TOTAL PAY	\$334,750.00

8/25/20: Transmitting Construction Management payment to CME, in connection with Cooper Street Access (TIGER) project:

TOTAL PAY	\$88,938.14
G-19-650-901	\$35,485.20
G-19-710-901	\$53,452.94

7/28/20: Please pay Construction invoice #6 in the amount of \$1,261,042.56 to A.P. Construction, Inc., for the Cooper's Poynt Road Reconstruction (TIGER) project.

7/27/20: Transmitting Construction invoice #1 in the amount of \$232,186.65 to Charles Marandino, LLC, for the Cooper Street Pedestrian Access (TIGER) project.

7/24/20: Forwarding Construction invoice #5 in the amount of \$1,312,993.42 to A.P. Construction, Inc., for the Cooper's Poynt Road Reconstruction (TIGER) project.

7/1/20: Please pay invoice #2107 in the amount of \$11,764.89 to Cooper's Ferry Partnership, for Project Management in connection with the TIGER project.

6/10/20: Council approval is requested for the following in connection with Construction Management & Administration of the TIGER project:

- Accept updated wage and overhead rates for contract #03-19-121s, for CME
- Accept updated wage and overhead rates for contract #03-19-122s, for Pennoni Assoc.

6/10/20: Seeking Council approval for Change Order #1 in the amount of \$44,287.97 with A.P. Construction, Inc., contract #03-19-131. Due to increases in as-built quantities resulting from existing field conditions a change order is necessary, and will result in contract increase.

6/8/20: Transmitting invoice #2093 in the amount of \$15,542.06 for CFP, for Project Management in connection with the TIGER project.

6/3/20: Transmitting Construction invoice #4 in the amount of \$926,076.91 to A.P. Construction, Inc., for the Cooper's Poynt Road Reconstruction (TIGER) project.

5/13/20: Forwarding Construction invoice #3 in the amount of \$247,516.99 to A.P. Construction, Inc., for the Cooper's Poynt Road Reconstruction (TIGER) project.

5/12/20: Please pay the following invoices for Professional Services in connection with the project:

- Invoice #7 to Pennoni (Cooper's Poynt), in the amount of \$47,680.00 P.O. #19-01961
- Invoice #0408T189-6 to R&V (Pre-Performance), in the amount of \$440.00 P.O. #19-01843
- Invoice #0257449 to CME (Cooper Street), in the amount of \$1,315.54 P.O. #19-01960

4/22/20: Transmitting invoice #0255569 in the amount of \$2,803.31 to CME, for Construction Management & Administration in connection with the TIGER project.

4/22/20: Transmitting invoice #0255877 in the amount of \$2,397.19 to CME, for Construction Management & Administration in connection with the TIGER project.

4/22/20: Transmitting invoice #0257079 in the amount of \$1,698.86 to CME, for Construction Management & Administration services in connection with the TIGER project.

3/2/20: Please pay invoice #2041 in the amount of \$13,079.72 to CFP for Project Management in connection with the TIGER project.

2/25/20: Submitting the following CM & Administration invoices to Pennoni, for work in connection with the Cooper's Poynt Road Reconstruction (TIGER) project:

- Invoice #5 in the amount of \$50,285.00
- Invoice #6 in the amount of \$48,270.00

TOTAL \$98,555.00

2/19/20: Forwarding Construction invoice #2 in the amount of \$292,020.11 to A.P. Construction, Inc., for the Cooper's Poynt Road Reconstruction (TIGER) project.

Transmitting Construction invoice #1 in the amount of \$346,035.98 to A.P. Construction, 2/12/20: Inc., for the Cooper's Poynt Road Reconstruction (TIGER) project.

Please pay the following CM & Administration invoices to CME, in connection with the 2/5/20: project:

- Invoice #0248606 in amount of \$1,004.97
- Invoice #0249407 in amount of \$4,735.55
- Invoice #0251167 in amount of \$4,507.79
- Invoice #0252503 in amount of \$9,589.51
- Invoice #0252801 in amount of \$2,593.23
- Invoice #0254086 in amount of \$3,410.41

\$25,841,46 TOTAL.

1/28/20: Forwarding invoice #4 to Pennoni in the amount of \$53,645.00 for CM & Administration of Cooper's Poynt (TIGER) project.

Forwarding the following invoices to R&V for Pre-Performance work in connection with 1/17/20: TIGER project:

- Invoice #0408T189-4 in amount of \$202.00
- Invoice #0408T189-5 in amount of \$1,787.94

TOTAL \$1,989.94

Please pay invoice #3 to Pennoni in the amount of \$74,965.00 for Construction 12/16/19: Management & Administration of Cooper's Poynt (TIGER) project.

Please pay invoice #0247450 in the amount of \$5,726.48 to CME for Construction 12/16/19: Management & Administration of Cooper Street Access (TIGER) Project.

Transmitting invoice #1952 in the amount of \$15,901.72 to CFP for Project Management in 11/13/19: connection with the TIGER project.

Forwarding the following CM payments in connection with the Cooper's Poynt section of 10/28/19: TIGER project:

- Payment #1 to Pennoni in amount of \$ 1,305.00
- Payment #2 to Pennoni in amount of \$17,710.00

\$19,015.00 TOTAL

Please pay invoice #0408T189-3 in the amount of \$5,304.00 to Remington & Vernick, for 10/22/19: Pre-Performance work in connection with the TIGER project.

Transmitting invoice #1797 in amount of \$16,002.77 to CFP for Project Management in 2/12/19: connection with the TIGER grant.

Seeking Council approval to award a \$46,948.00 Professional Services contract to 2/11/19: Remington & Vernick Engineers for Engineering Services (Performance Reporting) in connection with the TIGER project.

6/28/18: Transmitting invoice #1630 in amount of \$15,124.91 to CFP for Project Management in connection with the TIGER grant.

2/7/18: Council approval is requested at the Next Scheduled meeting authorizing execution of a Memorandum of Agreement between the City of Camden, Federal Highway Administration (FHWA), and The NJ Historic Preservation Office (SHPO) in connection with the Cooper Street Traffic Improvements portion of the TIGER grant. * See attached memo from CFP dated January 4, 2018.

2/1/18: Forwarding invoice #1522 in the amount of \$5,395.78 to CFP for Project Management in connection with TIGER Grant.

12/7/17: Forwarding invoice #1499 in the amount of \$24,087.25 to CFP for Project Management in connection with TIGER Grant.

9/18/17: Processing Project Management payments 1 & 2 (invoices #1343 & 1434) in amount of \$14,516.58 to CFP.

Project Limits: TO BE DETERMINED

Street From To

Timelines: pending

Problem Areas/Recommendations: Pending

Cabinet #	Drawer #
Capital Impr (1)	Capital Impr (1)

Form DC-173 A (LA) 8/2014 Construction Order

NEW JERSEY DEPARTMENT OF TRANSPORTATION DIVISION OF LOCAL AID & ECONOMIC DEVELOPMENT FEDERAL AID CHANGE ORDER

heet 1 of	2
Order No.	12
nterim	\boxtimes
inal	
Date	5/7/21

									Date		5/7/21
Project	Сооре	ers Poynt Recons	tructi	on							
Federal Project No.	TIGER	-2016				Doc. No.			DIN	OT Job	No.
Contractor	AP Co	nstruction									gidhaudh ag
You are hereby directed	d to imp	olement the follo	wing	changes is	n acc	ordance with the	pr	ovis	sions of the specific	cations	s for this contract.
Nature and reason of o See Attached Construct		mo from Penno	ni Asse	ociates (RI	E) for	location and reas	soı	ns fo	or Change Order#:	12.	
	eduction										
CONTRACT AMOUNT						ROAD	I		BRIDGE		TOTAL
Amount of original con	tract				\$	13,837,138.00		\$		\$	13,837,138.00
Adjusted amount based	on ord	ler Nos. 1 thru 1	2		\$	16,469,537.72		\$		\$	16,469,537.72
ORDER NO. 12	×	Road Road		Bridge Bridge		Other Total			CONTR	ACT TI	ME
New Work	\$_	0	\$		\$			Orig	inal Completion Dat	е	3/16/2021
Quantity Increases	\$	+ 18,252.00	\$		\$			Adju	ustment This Order (+ or -)	0
Quantity Decreases	\$		\$		\$			Prev	vious Adjustments (+	or -)	0
Total	\$	+ 18,252.00	* \$		\$		Γ	Adjı	usted Completion Da	te	
Recommended: City Sponsor's Engineer Associates Inc.	er, Penr	noni	<u> 7</u>	/7/2:) Date	l •						
Approved:						Approved:					
Presiding Officer Name:	itle;		-	Date		Manager, Federa Name:	3l I	ligh	nway Administratio	'n	Date
Accepted:	()		<u>.</u>	5/7/2	<u>'</u>	_					
Contractor's Authorized	d Signat	ure \		Date		Unprotested					
Name DINO	PE.	TRONGOL	0			Protested by	le	tter	dated	attach	ed.
Title VICE	PA	esidest									

Construction Order

NEW JERSEY DEPARTMENT OF TRANSPORTATION DIVISION OF LOCAL AID & ECONOMIC DEVELOPMENT FEDERAL AID CHANGE ORDER

Sheet 2 of	2	
Order No.	12	
Interim	X	
Final		
Date	5/7/21	

					Final Date	L] 5/7/21
Project		Coopers Poynt Reconstruction				
Federal Proje	ect No.	TIGER-2016	Doc. N	O _{7.}	dol TOQIN	No.
Contractor		AP Construction				
····	·			· · · · · · · · · · · · · · · · · · ·		
ITEM NO.		DESCRIPTION	QUANTITY [+ Increase "or" - Decrease "or" New Work]	UNIT	UNIT PRICE	AMOUNT
81	RESET	EXISTING CASTING	Increase			+ \$18,252.00
					TOTAL	+ 18,252.00
						·
- Was 1970 A. Was			·			
				-		
		·				
					, 'Las inst	· · · · · · · · · · · · · · · · · · ·

Amount of Original Contract	\$ 13,837,138.00
Adjusted Amount Based on Change Order No. 1 thru 12	\$ 16,469,537.72
Total Change (+ or -)	\$ + 2,632,399.72
% Change in Contract [(+) Increase or (-) Decrease]	+ 19.02%

MBS:dh 05-18-21

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE CAMDEN COUNTY BOARD OF CHOSEN COMMISSIONERS AND CITY OF CAMDEN FOR THE 2020-2025 MUNICIPAL DRUG ALLIANCE PROGRAM IN THE AMOUNT OF \$38,504.00

WHEREAS, N.J.S.A. 40A:65-1 et. seq. authorizes local units of government to enter into agreement for the joint provision of services; and

WHEREAS, the City of Camden and the County of Camden seeks to enter into a Shared Services Agreement; and

WHEREAS, there is a need, to establish the rights and responsibilities of both entities as it relates to the 2020-25 Camden City Municipal Drug Alliance Program for the purpose of providing workshops and programming for the prevention of drugs and alcohol abuse in youth in the City of Camden during the period of October 1, 2021 through June 30, 2025; and

WHEREAS, the City of Camden seeks to accept funding from the Camden County Board of Chosen Commissioners for the City of Camden's 2021-25 Municipal Drug Alliance Program in the amount of \$38,504.00; and

WHEREAS, the City is required to match funds in the amount of \$19,252.00 with a cash match of \$4,813.00 and an in-kind match of \$14,439.00; now, therefore

BE IT RESOLVED by the City of Council of the City of Camden that a Shared Services Agreement is hereby authorized between the City of Camden and Camden County to accept funds for the City of Camden's 2021-25 Municipal Drug Alliance Program.

BE IT FURTHER RESOLVED, that the proper officers of the City of Camden are hereby authorized to execute the necessary documents in order to accept said grant.

BE IT FURTHER RESOLVED, that pursuant to $\underline{\text{N.J.S.A.}}$ 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: May 18, 2021

The above has been reviewed and approved as to form.

Whole Banks-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA Municipal Clerk

Special 17.

CITY OF CAMDEN

CITY COUNCIL REQUEST FORM

Council Meeting Date: NEXT AVAILABLE

TO: Jason Asuncion, Business Administrator

FROM: Carmen G. Rodriguez, Dept. of Human Services

DEPARTMENT MAKING REQUEST: Human Services

TITLE OF RESOLUTION/ORDINANCE: "Resolution authorizing a shared services agreement between the Camden County Board of Chosen Freeholders and the City of Camden for the 2020-2025 Municipal Drug Alliance Program in the amount of \$38,504.00.

BRIEF DESCRIPTION: This resolution will provide funding for the Department of Human Service to implement its MDA Program. This program provides workshops & programming for the prevention of drugs & alcohol abuse in youth in the City of Camden.

BIDDING PROCESS: (N/A)

APPROPRIATION ACCOUNT: (If applicable) (N/A)

AMOUNT: (If applicable) \$ 38,504.00

		<u>Date</u>	<u>Signature</u>
Approved by Relev	ant Director:		
Approved by Grant	s Management:		
Approved by Purch	asing Agent:		
Approved by Finan	ce Director:		
Approved by Busine	ess Administrator:	5.4.21	Jan Gran
Approved by City A	ttorney:	2/11/21	Maco Baspen
	(Name) Please Prin	nt	(Extension #)
Contact Person 1:	Angelo Watson-Ja	imes	Ext. 7239
Contact Person 2:	Sherie A. Person		<u>Ext.</u> 7084

<u>Please note that you are the responsible party that will be notified for any pertinent information that is requested.</u>

<u>If request is a walk-on, you will be the responsible party for picking up request(s) from City Attorney's Office to make necessary copies for Council Meeting.</u>

STATE OF NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF LOCAL GOVERNMENT SERVICES CONTRACT REQUEST FORM

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

| Municipality | City of Camden |

winicipality	City of Camach
Professional Service or EUS	Shared Services Agreement between the City of Camden and
Type	Camden County Board of Chosen Freeholders
Name of Vendor	N/A
Purpose or Need for service:	Grant providing funding for the City of Camden Department of Human Services to implement its MDA Program. Which provides workshops & programing of the prevention of drugs & alcohol abuse in youth in the City of Camden
Contract Award Amount	\$35,804.00
Term of Contract	FY22 October 2021 to June 30, 2025
Temporary or Seasonal	All year around
Grant Funded (attach appropriate	See attached application
documentation allowing for	
service through grant funds)	
Please explain the procurement	N/A
process (i.e. bids, RFQ,	
competitive contracting, etc.)	
Were other proposals received?	N/A
If so, please attach the names and	
amounts for each proposal	
received?	

Please attach the RFP, evaluation memoranda or evaluation forms used to evaluate the vendors and a list of all bidders and the bid amounts associated with each bidder.

If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

Mayor's Signature*	Date
Business Administrator/Manager Signature	Date <u> 5 ゚ </u>

^{*}For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

The Chief Financial Officer	-	funding available for this personnel action.
	Funding Sou	arce for this action
Chief Financial Officer Sig	nature	
	ected is in compliance with the ons with respect to campaign	e adopted Pay to Play Ordinance and that the vendor contributions.
		Date
Certifying Officer		
For LGS use only:		
() Approved	() Denied	
	Date	
Director or Designee, Division of Local Governm	ant Caminas	
Division of Local Governm	ent services	
Number Assigned		

Initial Report _____ Revised Report _____ Closing Report

Bureau of Grants Management Grant Summary Form Grant Status Code: <u>G</u>

(green - g; yellow - y; red - r)

Department:	<u>H</u>	uman	Services					
Grant Administrat	or:		Grant Administrator #:					
Grant/Project Na	ame:		Governo	r's Council of Alcoholisn	ouncil of Alcoholism & Drug Abuse (MDA)			
Grant #:								
City Contract Da	te:		City Contract #:					
Application Reso	olutio	n #:		Appropriation Code				
Funding Source:		Camden	Camden County, NJ					
Pass Through:	Υ	N	Source:					
Amount of Grant: \$19,252.00		0						
Local Match:	Υ	N	Cash:	\$ 4,813.00	In- Kind:	\$14,439.00		
Budget Insertion Resolution # & Date:				Accepting Grant Resolution # MC:				
Term of Grant:		10/2 6/20	021 to 25	Location of Activity:	City-w	vide		
Date of Analysis				Reviewed By:				

Summary: This grant will provide funding for the Department of Human Service to implement its MDA Program. This program provides workshops & programming for the prevention of drugs & alcohol abuse in youth in the City of Camden.

Time Lines: October 2021 to June 2025

Problematic Areas/Recommendations:

Governor's Council on Alcoholism and Drug Abuse Fiscal Grant Cycle October 2020-June 2025

FORM 1B

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

WHEREAS, The <u>City of Camden</u> Council of the <u>City of Camden</u>, County of Camden, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and,

WHEREAS, the <u>City of Camden</u> Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the <u>City of Camden</u> Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of <u>Camden</u>;

NOW, THEREFORE, BE IT RESOLVED by the <u>City of Camden</u>, County of <u>Camden</u>, State of New Jersey hereby recognizes the following:

1. The <u>City of Camden</u> Council does hereby authorize submission of a strategic plan for the <u>City of Camden</u> Municipal Alliance grant for fiscal year <u>2022</u> in the amount of: \$38,504.00

DEDR <u>\$19,252.00</u>
Cash Match <u>\$ 4,813.00</u>
In-Kind \$14,439.00

 The <u>City of Camden</u> Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: _______(Name), Mayor/Head of Governing Body

CERTIFICATION

, Luis Pastoriza, Municipal Clerk of the City of Camden, County of Camden, State of
New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution
luly authorized by the <u>City of Camden</u> Council on this day of,
(Name), Municipal Clerk