



# Municipality of Princeton

Municipal Building  
400 Witherspoon Street  
Princeton, NJ 08540-3496

Department of Community Development  
Office of the Engineer  
Telephone (609)921-7077  
Fax: (609) 688-2027

**ROBERT V. KISER, P.E.**  
Director of Engineering

## MEMORANDUM

TO: Robert Bruschi, Administrator

FROM: Robert V. Kiser, P.E., Director of Engineering

DATE: July 2, 2013

SUBJECT: **PSA – Community Grants, Planning & Housing, Inc.  
Griggs Farm Grant Application NTE \$24,500**

---

---

Transmitted herewith please find a proposal from Community Grants, Planning and Housing, Inc. for the preparation of a Small Cities Grant Application, including the preparation of various documents, in connection with the application. The required replacement of building balconies on all of the low and moderate income occupied units within the Griggs Farm complex. Cost for these balcony replacements has been estimated to cost up to \$700,000.00.

Grants that will be considered for application include NJDCA Small Cities Housing Rehabilitation program (\$200,000) and an Innovative Development fund application (\$400,000).

A breakdown of the cost for the services proposed is as follows:

Phase I to determine project eligibility and eligible	
Small Cities category for the proposed project	\$2,000.00
Application preparation	\$17,000.00
Readiness to Proceed Document preparation	\$5,500.00
Total	\$24,500.00

It is recommended that the full amount of \$24,500 be authorized at this time, with the understanding that the Phase I work proceed in the amount of \$2,000.00 at this time; and that staff authorized the additional services only if the project is determined to be eligible under the NJDCA Small Cities Grant criteria.

If you have any questions please contact me.

Robert V. Kiser, P.E., Director of Engineering

RVK/cc

c: Linda McDermott, Municipal Clerk  
Edwin W. Schmierer, Municipal Attorney  
Kathy Monzo, Deputy Administrator/Director of Finance  
Sandy Webb, CFO  
Christy Peacock, Affordable Housing Coordinator  
Deanna Stockton, P.E., Assistant Engineer  
Rosanna Roberto, Secretary

**RESOLUTION 2013-R  
OF THE MAYOR AND COUNCIL  
OF THE MUNICIPALITY OF PRINCETON  
AUTHORIZING AN AWARD FOR PROFESSIONAL SERVICES  
COMMUNITY GRANTS PLANNING AND HOUSING, INC.**

**WHEREAS**, the Municipality desires to enter into a professional services agreement in connection with certain activities being conducted by the Municipality, as hereafter more particularly stated, and

**WHEREAS**, the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Municipality of Princeton as follows:

The Mayor and Clerk are hereby authorized to enter into a contract for professional services with Community Grants, Planning and Housing, Inc. (hereinafter referred to as "Consultant") to determine eligibility for grant funds from the New Jersey Department of Community Affairs (DCA) Small Cities CDBG program for the proposed replacement of the balconies on low/moderate income occupied units within the Griggs Farm complex. Consultant will work to procure a grant of up to \$200,000.00 under the New Jersey Department of Community Affairs Small Cities CDBG Housing Rehabilitation program for replacement of the balconies on a portion of the low/moderate income occupied units within the Griggs Farm complex, or up to \$400,000.00 for an Innovative Development fund application, also under the New Jersey Department of Community Affairs Small Cities program. In either case, substantial support from the unencumbered trust funds will also be considered to leverage these Small Cities funds and to increase the Municipality's competitive position in securing these grant funds, as hereafter more particularly stated.

1. The contract so authorized shall require the Consultant to provide services and other related duties, as follows:

Phase I – (\$2,000.00)

The primary objective of this phase is to determine eligibility for grant funds from the New Jersey Department of Community Affairs (DCA) Small Cities CDBG program for the proposed replacement of the balconies on all of the low/moderate income occupied units within the Griggs Farm complex.

Phase II – (\$22,500.00) to be completed if authorized by the Municipal Engineer.

The primary objective of this scope is to procure a grant of up to \$200,000 under the New Jersey Department of Community Affairs Small Cities CDBG Housing Rehabilitation program for replacement of the balconies on a portion of the low/moderate income occupied units within the Griggs Farm complex, or up to \$400,000 for an Innovative Development fund application, also under the New Jersey Department of Community Affairs Small Cities program. In either case, substantial support from the unencumbered trust funds will be considered to leverage these Small Cities funds and to increase the Municipality's competitive position in securing these grant funds.

Specifically, the Consultant shall perform the services provided for in their proposal dated July 1, 2013.

Under this Agreement, Consultant shall at all times act as an independent professional contractor and not as an employee of the Municipality, and shall have no authority to act as an agent or representative of the Municipality or to enter into any financial or other contractual commitment on behalf of the Municipality without the prior written approval of same granted in accordance with law.

Payment of fees will be made upon the submission to the Consultant to the Municipality of invoices in duplicate in the form prescribed by the Municipality not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed. The consultant shall give written notice to the Municipality when the Consultant has billed eighty (80%) of the compensation set forth in paragraph I of the Agreement.

2. The form of contract shall include standard provisions common to professional service agreements entered into by the Municipality and shall be subject to approval by the Municipal Attorney.

3. The contract shall be awarded without competitive bidding as a contract for professional services under the provisions of the Local Public Contracts Law because the subject services will be performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.

4. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Mrs. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								
<p>I, Linda S. McDermott, Clerk of the Municipality of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Municipality at a meeting held July 8, 2013.</p> <p>IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Municipality, this ___ day of July, 2013.</p>								
<p>_____ Linda S. McDermott, Municipal Clerk</p>								

**MUNICIPALITY OF PRINCETON  
PROFESSIONAL SERVICES AGREEMENT 2013**

AGREEMENT, made this 8th day of July 2013, by Community, Grants, Planning and Housing, Inc., located at 569 Abbington Drive, Suite E, East Windsor, New Jersey (hereinafter referred to as "Consultant"), and the Municipality of Princeton, a municipal corporation in the County of Mercer and State of New Jersey (hereinafter referred to as the "Municipality") located at 400 Witherspoon Street, Princeton, New Jersey 08540.

**WHEREAS**, the Municipality wished to enter into a professional service agreement with the Consultant for the performance of professional services in connection with certain activities being conducted by the Municipality, as hereafter more particularly stated in the Consultant's proposal dated July 1, 2013, hereby attached; and

**WHEREAS**, the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law. N.J.S.A. 40A:11-1 et seq., and

**NOW, THEREFORE**, in consideration of the mutual obligations hereafter set forth, the parties hereto agree as follows:

1. STATEMENT OF WORK

The Provider shall use its best efforts to perform professional services for:

PREPARATION OF A FY2014 SMALL CITIES CDBG  
HOUSING REHABILITATION ON INNOVATIVE DEVELOPMENT APPLICATION

Under this Agreement the Consultant shall at all times act as an independent professional contractor and not as an employee of the Municipality and shall have no authority to act as an agent or representative of the Municipality or to enter into any financial or other contractual commitment on behalf of the Municipality without the prior written approval of same granted in accordance with law. This Agreement shall be supplemented by the terms of the Consultant's proposal including the standard provisions of the proposal except where such terms are contradicted by the terms of this Professional Services Agreement in which case the terms of this Agreement shall apply. The Agreement will be effective from July 8, 2013 through December 31, 2013 subject to available budgetary funding.

2. PAYMENT

- a. Total fee of twenty four thousand five hundred and no cents (\$24,500.00).
- b. Rendition of Invoices: Payment of fees and reimbursement for such expenses incurred will be made upon the submission by the Consultant to the Municipality of invoices in duplicate in the form prescribed by the Municipality not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees or other compensation are claimed, the services performed, and an itemized listing of all expenses incurred for which reimbursement is claimed. The Consultant shall give written notice to the Municipality when the Provider has billed eighty percent (80%) of the compensation set forth in paragraph 2.a of this Agreement.

### 3. AUTHORIZATION TO PROCEED

The Consultant shall only proceed with Phase II services if and when authorized in writing to do so by the Municipal Engineer.

### 4. TERMINATION

This Agreement shall be effective for the period provided above, although it may be sooner terminated, with or without cause for any reason whatsoever, at any time by the Municipality by giving thirty (30) days written notice to the Consultant.

### 5. NON-CONFLICTS OF INTEREST

The Consultant represents that neither it nor its firm is now performing and expressly agrees to refrain during the period of effectiveness of this Agreement from so performing, any professional services for any person, firm or corporation which results or might result in a conflict of interest between the Consultant and the Municipality, directly or indirectly. The Consultant agrees to disclose in writing to the Municipality any and all such conflicts of interest, which may arise, giving full particulars.

### 6. TITLE TO DATA AND PROPERTY PRODUCED BY THE CONSULTANT

The Consultant agrees that title to and all rights and other legal interest in all correspondence, Memoranda, records, data, analysis, graphs, reports, physical property and other subject matter prepared, procured or produced in the rendition of services hereunder shall vest exclusively and remain jointly with the Municipality and Consultant and the Consultant shall not have the right to sell, disclose, or make same available to third parties without the prior written consent of the Municipality.

### 7. CONFIDENTIALITY

The Consultant agrees to, treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information or other such document or data obtained, learned or produced as a result of the services rendered hereunder (except to the extent required by law) without the prior written consent of the Municipality, which consent shall not unreasonably be refused, and to both require and furnish copies to the Municipality of an identical covenant executed by all agents, employees, or subcontractors of the Consultant participating in the rendering of the services hereunder.

### 8. COMPLIANCE WITH LAWS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or

applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The contractor or subcontractor where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975. c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act;

The contractor or subcontractor agrees to attempt, in good faith, to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975. c. 127. as amended and supplements from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975. c. 127, as amended and supplemented from time to time;

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions;

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions;

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

9. COMPLETE AGREEMENT

This Agreement and any attachments hereto or incorporated by the reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned or transferred except upon the written consent of both parties hereto. All notices by either party to the other required or permitted hereunder may be sent by regular mail to their respective addresses first set forth above unless sooner revised by written notice.

WITNESS

**MUNICIPALITY OF PRINCETON**

\_\_\_\_\_  
Linda S. McDermott, Clerk

By: \_\_\_\_\_  
Elizabeth Lempert, Mayor

**COMMUNITY GRANTS, PLANNING &  
HOUSING, INC.**

By: \_\_\_\_\_  
Randall Gottesman, P.P., President

# PROPOSED PROFESSIONAL SERVICES AGREEMENT

Preparation of a FY2014 Small Cities CDBG  
Housing Rehabilitation or Innovative Development Application  
July 1, 2013

THIS AGREEMENT by and between the Municipality of Princeton, a municipal corporation of the State of New Jersey, with principal offices located at 400 Witherspoon Street, Princeton, New Jersey, hereinafter referred to as "Princeton" and Community Grants, Planning & Housing, Inc., a professional corporation of the State of New Jersey with principal offices located at 569 Abbington Drive, Suite E, East Windsor, New Jersey, hereinafter referred to as the "Consultant."

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by Princeton, the Consultant hereby agrees with Princeton to provide the following services:

## PHASE I:

### A. OBJECTIVE

The primary objective of this phase is to determine eligibility for grant funds from the New Jersey Department of Community Affairs (DCA) Small Cities CDBG program for the proposed replacement of the balconies on all of the low/moderate income occupied units within the Griggs Farm complex.

### B. SCOPE

CGP&H will work with Princeton and DCA staff, including phone and email discussions as well as attend meetings (if required, and as requested by Princeton), to determine eligibility of the proposed project and then to determine which Small Cities category DCA would consider most appropriate for the Griggs Farm balcony replacement project.

## PHASE II

### A. OBJECTIVE

The primary objective of this scope is to procure a grant of up to \$200,000 under the New Jersey Department of Community Affairs Small Cities CDBG Housing Rehabilitation program for replacement of the balconies on a portion of the low/moderate income occupied units within the Griggs Farm complex, or up to \$400,000 for an Innovative Development fund application, also under the New

Jersey Department of Community Affairs Small Cities program. In either case, substantial support from the unencumbered trust funds will also be considered to leverage these Small Cities funds and to increase Princeton's competitive position in securing these grant funds.

## **B. SCOPE**

CGP&H will prepare a Small Cities Grant Application and will provide all necessary follow-up until the State renders a final decision regarding grant awards. The specific services to be provided as part of preparing the application are detailed below:

- Preparation of application narrative, including *General Project Description, Community Development and Housing Needs Statement, Benefit to Low- and Moderate-Income People, Detailed Program Description, Documentation of Needs and Costs, and Grant Management Plan;*
- Preparation of all application forms, budgets, detailed cost estimates and obtain all other required exhibits;
- Preparation of Readiness to Proceed documents including the Environmental Review Record, Grant Management Plan, and various Resolutions;
- Preparation of requisite maps, budget forms and project schedule; and
- Coordination of the required public hearing, public notice, public meeting agenda, presentation, and adequate documentation of compliance with the public hearing requirements.

## **C. COMPENSATION**

For services rendered by the Consultant, including that spent in the Consultant's office under Paragraph B above, the Consultant shall be entitled to compensation in an amount not to exceed \$24,500. The Consultant shall apply all hourly charges as per the attached 2013 Fee Schedule.

Estimated costs include the following:

- Phase I to determine project eligibility and eligible Small Cities category for the proposed project - \$2,000.00
- Application preparation - \$17,000.00

➤ Readiness to Proceed Document preparation - \$5,500.00

This Agreement shall be in effect for one year from the date of this Agreement, or until such time as this Agreement is amended or the maximum compensation amount is increased to allow for additional services.

**D. EXCLUSIONS**

This Agreement does not include any services that may be necessary to relocate any families displaced by the proposed project, and does not include architectural drawings or engineering services. The cost of advertising, such as for the public hearing, will be the responsibility of Princeton.

**E. AFFIRMATIVE ACTION/EMPLOYMENT**

Consultant agrees to comply with the affirmative action requirements set forth in the Attachment entitled Affirmative Action/Employment Goal Compliance which is annexed hereto and made a part thereof.

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

**Municipality of Princeton**

\_\_\_\_\_  
Liz Lempert  
Mayor

\_\_\_\_\_  
Date

**CGP&H, Inc.**

\_\_\_\_\_  
Randall Gottesman, P.P  
President

\_\_\_\_\_  
Date

COMMUNITY GRANTS, PLANNING & HOUSING, INC. 2013 FEE  
SCHEDULE

TITLE	STAFF PERSON	HOURLY RATE	EST. DIVISION
Chief Operating Officer	Randall Gottesman, P.P.	\$143	2%
Vice President of Grants	David Gerkens, P.P., A.I.C.P.	\$143	28%
Vice President Housing	Megan York, P.P., A.I.C.P.	\$143	5%
Senior Planner	Patrice Loehle, P.P.	\$143	60%
Clerical	Alyssa Marchesi Amy Gottesman	\$74	5%

**AFFIRMATIVE ACTION/EMPLOYMENT GOAL COMPLIANCE**  
**for**  
**PROCUREMENT AND SERVICE CONTRACTS**

All bidders and all contractors, as a precondition to entering into a valid and binding procurement or service contract with Princeton are required to submit to Princeton prior to or at the time the formal Agreement (hereinafter referred to as the "contract") is submitted for signing by Princeton (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report issued in accordance with N.J.A.C. 17:27-4; or
- (3) An Affirmative Action Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4.

During the performance of this contract, the contractor agrees as follows:

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Princeton's compliance officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the Americans with Disabilities Act.
- e. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- f. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- h. The contractor or subcontractor agrees to review all procedures relating to transfer upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- i. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and Princeton shall furnish such information s may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).