


# RESOLUTION

No. 14-383

Date of Adoption JUN 24 2014

Approved as to Form and Legality

Factual content certified by

  
City Attorney

  
Title: WALTER DENSON, DIRECTOR OF HOUSING AND ECONOMIC DEVELOPMENT

Councilman / woman George P Muschal presents the following Resolution:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.5 ET. SEQ. TO J & M PRESERVATION STUDIO, 105 RUTGERS AVENUE, #244, SWARTHMORE, PENNSYLVANIA 19081 TO PROVIDE STRUCTURAL ENGINEERING SERVICES TO EVALUATE, INSPECT AND DESIGN SYSTEMS AND PREPARE BID SPECIFICATIONS FOR PHASE 3 FOR THE REHABILITATION OF THE HISTORIC DELAWARE INN LOCATED AT 1024 LAMBERTON STREET IN THE CITY OF TRENTON; FOR THE DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT FOR A PERIOD OF ONE YEAR IN AN AMOUNT NOT TO EXCEED \$15,612.16 – RFP2014-05**

**WHEREAS**, three (3) proposals were received on March 20, 2014 to provide structural engineering services to evaluate, inspect and design systems and prepare bid specifications for phase 3 for the Rehabilitation of the Historic Delaware Inn located at 1024 Lambertson Street in the City of Trenton, for the Department of Housing & Economic Development; and

**WHEREAS**, a notice for a request for proposals regarding the above was placed on the City website on February 7, 2014 and the proposals were opened in the City Purchasing Office at 11:00 am on March 20, 2014; and

**WHEREAS**, the evaluation committee has recommended that the contract be awarded to J&M Preservation Studio, 105 Rutgers Avenue, #244, Swarthmore, PA 19081 in an amount not to exceed \$15,612.16; and

**WHEREAS**, funds in the amount not to exceed \$15,612.16 have been certified to be available in the capital budget account number C-04-13-60-018J-000 from July 1, 2014 through June 30, 2015

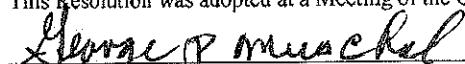
**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. Seq) requires that the resolution authorizing the award of contract for "Professional Services" without competitive bids and the contracts itself must be available for public inspection

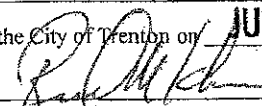
**NOW, THEREFORE, IT IS RESOLVED**, by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to execute a contract with J&M Preservation Studio, to provide structural engineering services to evaluate, inspect and design systems and prepare bid specifications for phase 3 for the Rehabilitation of the Historic Delaware Inn located at 1024 Lambertson Street in the City of Trenton for the Department of Housing & Economic Development.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Laws at N.J.S.A.40A:11-4.1.
3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk's Office.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BETHEA	✓				HOLLY WARD	✓				MUSCHAL	✓			
CALDWELL WILSON	✓				MCBRIDE				✓					
CHESTER	✓				REYNOLDS JACKSON	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on JUN 24 2014

  
President of Council

  
City Clerk

**PROFESSIONAL SERVICES CONTRACT**  
**RFP # 2014-05**  
**RESOLUTION #14-383**

**THIS CONTRACT**, made this 24<sup>TH</sup> day of JUNE 2014 by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and **J&M PRESERVATION STUDIO, 105 RUTGERS AVENUE #244, SWARTHMORE, PA 19081** ("CONTRACTOR").

**WHEREAS**, the City has need for **STRUCTURAL ENGINEERING SERVICES** to elevate, inspect and design systems and prepare bid specifications for the (Phase 3) rehabilitation of the Historic Delaware Inn located at 1024 Lambertson Street, Trenton, NJ for the City of Trenton, Department of Housing and Economic Development

**WHEREAS**, Contractor agrees to perform **STRUCTURAL ENGINEERING SERVICES** in terms and conditions as set forth hereinafter, and the City being agreeable thereto;

**NOW THEREFORE**, the parties mutually agree as follows:

1. **PROFESSIONAL SERVICES:** The City agrees to retain **J&M Preservation Studio, 105 Rutgers Ave #244, Swarthmore, PA 19081** at the request of and under the general supervision of the City of Trenton, Department of Housing and Economic Development.
2. **SCOPE OF SERVICES:** The Contractor warrants that the representations made by it regarding its ability and skill level to carry out these services are true. Contractor shall, in a good, professional and workmanlike manner, in conformity with the responsibilities, demands and ethics of their profession, perform all reasonable and necessary services as described as follows:
  - Design and prepare bid specifications for the structural stabilization of the 3<sup>rd</sup> floor, attic level, roof framing and masonry opening.
  - Evaluate floors, walls and ceilings and specify materials, methods and quantities for future repair, rehabilitation and protection as necessary.
  - Provide technical support for bid and procurement process.
3. **DURATION OF THE CONTRACT:** This contract shall remain in full force in an amount not to exceed **\$15,612.16** effective beginning **July 1, 2014 through June 30, 2015.**

10. **MISCELLANEOUS PROVISIONS:**

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

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

Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.

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

Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or

expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are take without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.

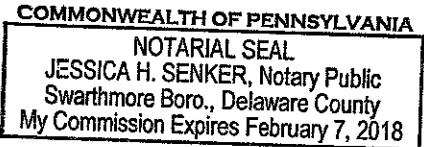
Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action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

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

1. Appropriate evidence that the Independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4

*R. K. Rodvick*  
\_\_\_\_\_  
JM Preservation Studio 10/24/14  
105 Rutgers Ave #244  
Swarthmore, PA 19081

Seal



Attest: *Jessica H. Senker*

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

ATTEST:

CITY OF TRENTON

*Richard M. Kachmar*  
\_\_\_\_\_  
RICHARD M. KACHMAR  
CITY CLERK

*Eric E. Jackson*  
\_\_\_\_\_  
ERIC E. JACKSON  
MAYOR