

PROFESSIONAL SERVICES CONTRACT
RFP2017-04
RESOLUTION 17-654

PARTIAL CONTRACT

THIS CONTRACT, made this 21ST day of SEPTEMBER 2017 by and between the City of Trenton, a Municipal Corporation of the State of New Jersey, ("City"), **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** and **O & S ASSOCIATES, INCORPORATED, 145 MAIN STREET, HACKENSACK, NEW JERSEY 07601** ("CONTRACTOR")

WHEREAS, the City has a need for **PROFESSIONAL ARCHITECTURAL AND CONSULTING SERVICES** for the Repairs and Renovations at Trenton City Hall for the City of Trenton, Department of Public Works, Division of Public Property.

WHEREAS, Contractor agrees to provide **PROFESSIONAL ARCHITECTURAL AND CONSULTING SERVICES** in terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

PROFESSIONAL SERVICES: The City agrees to retain **O & S ASSOCIATES, INCORPORATED, 145 MAIN STREET, HACKENSACK, NEW JERSEY 07601** hereinafter set forth at the request of and under the general supervision of the City of Trenton, Department of Public Works, Division of Public Property.

SCOPE OF SERVICES

The Consultant shall provide all architectural services required to prepare Construction Documents for the work at the Property as defined herein. These services shall include the performance of inspections, investigations, and surveys and all else necessary to develop the necessary information to prepare the Construction Documents.

The "Owner" anticipates that much of the base information needed to implement the specific work projects listed below will be obtained in the review and analysis of the plans and reports that have been assembled from previous City Hall undertakings.

The intent of this RFP is for the Consultant to review this existing documentation (to avoid redundancy of previous efforts), provide an updated condition analysis and design documentation and prepare the necessary construction documents for the bidding process.

The Consultant shall assemble a design team of professional consultants to perform the requested services. This team should include, as necessary sub consultants each knowledgeable in codes and local requirements. Team members shall be responsible to balance factors including requirements imposed by historic preservation; mechanical systems; building, health and safety codes; Owner requirements; access; and the overall cost of the project to the "Owner".

Respondents must identify all design service sub consultants in the proposal and provide copies of all appropriate licenses and registrations. Coordination with these and other appropriate consultants is to be included as part of the Scope of Services outlined in the proposal. The Consultant will be responsible for ensuring that the drawings completed by sub consultants are coordinated with the architectural drawings for the project.

A list of items that require repair, renovation and improvement at the Property include the following:

- **PROJECT 1: Front Façade**

- **Repair and Replacement of Decorative Metals, Light Fixtures and Tile Restoration**

- The historic front façade of City Hall has suffered over the years by lack of proper maintenance and repairs. Recently a massive theft of ornamental metal has further devastated the appearance and integrity of the building. The work to be undertaken in order of magnitude:

- ✓ Repairs and Replacement of decorative metals includes the following items:

- Bronze railings and balusters

- Bronze gates

- ✓ Lighting Restoration includes the following items:

- Bronze light standards

- Globe bracket light fixtures

- Bronze hanging fixtures

- ✓ New Lighting Installation includes the following

- Provision of New lighting at the Mayor's Balcony

- Removal of the existing "Town and Country" lights and electric conduit

- An evaluation of the electrical service necessary for these fixtures and confirmation of the integrity of the existing electric service or the repair/replacement of the same is required.

- ✓ Cast Iron Urn restoration and/or replacement

- ✓ Tile restoration at the portico/vestibule ceiling and floor

- *The Owner will entertain suggestions for alternative metals to be used in the replacement of these decorative metals because of the high incidence of theft and the costs for replacements. Alternative material suggestions will be evaluated for their appearance, durability, cost and compatibility/impact on the historic design of City Hall.

- *For details of the front facade refer to: Trenton City Hall Repairs and Restoration of Decorative Metals and Lighting-Clarke/Caton/Hintz Architects dated 2004 as referenced above

- **PROJECT 2: Mayor's Balcony**

EVALUATION, MAINTENANCE AND REPAIRS

The Mayor's Balcony (loggia) floor was completely renovated in 1994. The original terra cotta tile and cast iron drains had become damaged and their replacement was deemed necessary. A new floating concrete tile system was installed at that time. Since its installation this system has failed. Several areas of the balcony floor have buckled. Water leaks have been observed in some office spaces on the first floor below but may be related to HVAC equipment. The water source that causes these leaks should be determined. The existing balcony drainage system needs to be evaluated for maintenance, repairs and/or replacement.

*For details of the Mayor's Balcony refer to: Repairs for City of Trenton Municipal Building- Todd Geter Architect dated 1994 as referenced above.

- **PROJECT 3: Front and Side Plazas**

EVALUATION AND REPAIRS

The entry plazas along the front and both sides of the "Property" are in need of repairs and possible reconstruction including the collapsing stairways leading from the street level to the plaza. This deterioration has been accelerated and is most likely caused by the failure of the existing drainage system. Additionally ice and snow removal practices and the yearly installation of a temporary tree for the Christmas holidays have caused damage to the existing pavement and historic granite columns and steps. The Consultant shall evaluate the plazas for repairs to the drainage system, repairs to the stairways and for the restoration of the plaza pavement.

To allow accessibility to the "Property" a barrier free ramp was constructed at the southeast corner of the original City Hall building's side plaza in the 1990's. Since its installation codes for barrier free access to public property have been redefined and updated. The Consultant shall investigate all current codes and determine the compliance of this existing ramp with all State of New Jersey and City of Trenton Building Codes including Title 5, Community Affairs Chapter 23, Uniform Construction Code Sub Chapter 7, Barrier Free Sub Code N.J.A.C. 5:23-7. This existing ramp has also suffered from a lack of maintenance since its installation. The Consultant shall review the ramp's condition and evaluate it for structural integrity, in particular the slab spanning the cellarway outside the entry door. Recommendations for repairs and/or maintenance shall be included as part of this evaluation.

In addition to these repairs the Consultant shall determine an area in the front of City Hall, or within the grounds around the building, suitable for the planting of a live Christmas tree, as a renewable resource for the City.

1. COMPENSATION:

- (a) All work performed by the Contractor is a continuance to complete the project.
- (b) The Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing.

2. DURATION OF THE CONTRACT:

This contract shall remain in full force and effect and shall be awarded in an amount not to exceed \$65,150.00.

3. COMPENSATION:

- (c) All work performed by the Contractor is a continuance to complete the project.
- (d) The Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing.

4. STATUS OF CONTRACTOR: It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.

5. NOTICES: Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.

6. INTEGRATION: Resolution #17-654 and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract with the City of Trenton, Department of Administration.

7. ENFORCEABILITY: If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.

8. GOVERNING LAW: This Contract shall be governed by the laws of the State of New Jersey.

9. MISCELLANEOUS PROVISIONS:


- a. Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual

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

- b. Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation.
- c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.
- d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.
- e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- f. Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.
- g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the

Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)

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



O& S ASSOCIATES, INCORPORATED
145 MAIN STREET
HACKENSACK, NEW JERSEY 07601
William T Payne, VICE PRESIDENT


3/29/19
DATE

Seal: _____

Attest:  *3/29/19*

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

ATTEST:

DWAYNE M. HARRIS
MUNICIPAL CLERK
4/15/19
DATE

CITY OF TRENTON

W. REED GUSCIORA, ESQ.
MAYOR
4.10.19
DATE