

# RESOLUTION

No. **23-356**

Date of Adoption **AUG 03 2023**

Approved as to Form and Legality

WESLEY BRIDGES, ESQ. DIRECTOR OF LAW

Factual content certified by

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

Councilman /woman

presents the following Resolution:

**RESOLUTION AWARDED A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ., TO HISTORIC BUILDING ARCHITECTS LLC, FOR ARCHITECTURAL AND CONSTRUCTION PHASE SERVICES FOR THE EXTERIOR HISTORIC RESTORATION AND REHABILITATION OF THE TRENTON CARVER CENTER BUILDING FOR THE CITY OF TRENTON IN AN AMOUNT NOT TO EXCEED \$212,766.00 FOR A PERIOD OF TWELVE (12) MONTHS FROM DATE OF AWARD RFP2023-18**

**WHEREAS**, the City has a need for Architectural and Construction Phase Services for the Exterior Historic Restoration and Rehabilitation of the Trenton Carver Center Building for a period of twelve (12) months from date of award for the City of Trenton, Department of Recreation, Natural Resources, and Culture; and

**WHEREAS**, a request for proposal was advertised, and three (3) sealed proposals were received on May 11, 2023 at 11:00am by the Purchasing Agent, and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

**WHEREAS**, the proposal of Historic Building Architects LLC., 312 W State Street, Trenton, New Jersey 08618 was deemed to have the necessary qualifications and expertise for the performance of the services at the rates budgeted; and

**WHEREAS**, funds in an amount not to exceed \$212,766.00 have been certified to be available in the following grant account number: T-19-21-55-5501-290 for a period of twelve (12) months from date of award.

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

1. The Mayor is hereby authorized to enter into a contract with Historic Building Architects LLC., 312 W State Street, Trenton, New Jersey 08618 for Architectural and Construction Phase Services for the Exterior Historic Restoration and Rehabilitation of the Trenton Carver Center Building in an amount not to exceed \$212,766.00 for a period of twelve (12) months from date of award for the City of Trenton, Department of Recreation, Natural Resources and Culture.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.
3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk's Office.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				GONZALEZ	✓				FRISBY	✓			
FELICIANO	✓				HARRISON	✓								
FIGUEROA	✓				WILLIAMS	✓								
KETTENBURG														

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

**AUG 03 2023**

President of Council

City Clerk

**PROFESSIONAL SERVICES CONTRACT**

**RFP2023-18**

**RESOLUTION 23-356**

**COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING**

**THIS PROFESSIONAL SERVICES CONTRACT ("Contract")**, made this 4<sup>th</sup> day of August, 2023 by and between the **CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** a Municipal Corporation of the State of New Jersey, ("City") and **HISTORIC BUILDING ARCHITECTS LLC, 312 W STATE STREET, TRENTON, NEW JERSEY 08618** ("CONTRACTOR").

**WHEREAS**, the City has a need for Architectural and Construction Phase Services for the Exterior Historic Restoration and Rehabilitation of the Trenton Carver Center Building for the City of Trenton, Department of Housing and Economic Development.

**WHEREAS**, the City agrees to retain **HISTORIC BUILDING ARCHITECTS LLC** to perform these services in accordance with the terms and conditions of this agreement.

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

1. **SCOPE OF SERVICES:** Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.
2. **DURATION OF THE CONTRACT:** This contract shall remain in full force and effect for a period of one (1) year from **August 4, 2023** to **August 3, 2024**.
3. **COMPENSATION:** For the satisfactory completion of the services to be provided under this Contract, the City of Trenton will pay the Contractor a sum, not to exceed **\$\$212,766.00**, that the City of Trenton agrees to pay as set forth herein. As full compensation for Services satisfactorily rendered, City shall pay Contractor at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event during the terms of this Contract, Contractor's billings shall hereunder exceed the amount set forth in **Resolution No. 23-356** which is incorporated herein by reference. In the event the Contractor anticipates exceeding the aforesaid contract amount, the Independent Contracts, shall give prior written notice to the City of Trenton, Department of Housing and Economic Development.
4. **INVOICES:** Contractor shall submit to City an invoice, on a monthly basis for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall

review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

5. **SOURCE OF FUNDS:** The City participates in the Community Development Block Grant ("CDBG") program and receives annual funding from the U.S. Department of Housing and Urban Development ("HUD") under the Housing and Community Development Act of 1974, Public Law 93-383, as amended, herein called the "Act". This contract is for services that may be funded in whole or in part with CDBG funds and must comply with the terms and conditions of 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as set forth at § 570.502.
6. **INDEPENDENT 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.
7. **INTEGRATION:** Resolution #23-356 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 Housing and Economic Development.
8. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all applicable federal, state and local laws, ordinances, codes regulations and requirements. The Contractor shall commit no trespass on any public or private property in performing any of the work embraced by this contract.
9. **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.
10. **INSURANCE:** The Contractor warrants that it has obtained and will maintain at its expense for the duration of this Contract as follows:

Workers' Compensation Insurance as required by the State of New Jersey and Employer's Liability Insurance with a minimum limit of \$500,000.00 per accident for bodily injury or disease. The City of Trenton shall be named as additional insured.

Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location.

Professional Liability Insurance with minimum limits of \$1,000,000.00 per claim and in aggregate.

Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage.

11. **INDEMNIFICATION:** The City of Trenton shall not be liable for failure on the part of the Contractor or any other party to perform all work under this Contract in accordance with all applicable laws and regulations. The Contractor waives any and all claims and recourse against the City of Trenton, including the right of contribution for loss and damage to persons or property arising from, growing out of or in any way connected with or incident to, the Contractor's performance of this Contract, except for liability arising out of concurrent or sole negligence of the City of Trenton or its officers, agents or employees. Further, the Contractor will indemnify, hold harmless, and defend the City of Trenton from and against any and all claims, demands, damages, costs, expenses or liability of any kind (including reasonable attorneys' fees) arising from, growing out of or in any way connected with or incident to, the Contractor's performance of this Contract, except for liability arising out of the concurrent or sole negligence of the City of Trenton or its officers, agents or employees. This provision shall survive the termination of this Contract for any claim arising during the term of the Contract.
12. **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.
13. **DEBARMENT, SUSPENSION, AND INELIGIBILITY:** The Contractor certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors or subrecipient entities are debarred, suspended, proposed for debarment or declared ineligible to participate in the Contract, is listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235).
14. **TERMINATION OF CONTRACT:**

This Contract may be terminated as follows:

**TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at

the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

**TERMINATION FOR CONVENIENCE:** The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the City as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the contractor, "Termination of Contract for Cause" hereof relative to termination shall apply.

**TERMINATION DUE TO LOSS OF FUNDING:** In the event that Grants Administration reduces or terminates payments under the CDBG Program so as to prevent the City of Trenton from paying the Contractor with CDBG funds, the City of Trenton will give the Contractor written notice which sets forth the effective date of the termination and explains the reasons for the termination. The notice shall also describe the conditions for any reimbursement for any work completed.

15. **REPORTS AND INFORMATION:** The Contractor at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any matters covered by this Contract.
16. **PATENTS:** If this Agreement results in any discovery or invention which may develop in the course of or under the Agreement, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize other to use the work for any governmental purpose.
18. **RECORDS AND REPORTS:** Records for nonexpendable real property purchased totally or partially with CDBG funds must be retained for five years after its final disposition. The (Unit of Local Government) must provide a quarterly progress report. All other pertinent grant records, including beneficiary data, financial records, supporting documents, and statistical records, shall be retained for a minimum of five years after final close-out of the Grant. If, however, any litigation, claim or audit is started before the expiration of the five year period, then records must be retained for five years after the litigation claim or audit is resolved.
19. **RECORDS AND AUDITS:** The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City

to assure proper accounting for all project funds. These records will be made available for audit purposes to the City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives.

20. **RETENTION OF RECORDS:** The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period.

21. **COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT:** Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 CFR 35.101 et seq, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under the Contract. As a condition of accepting and executing the Contract, the Contractor agrees to comply with the Attorney General Prohibitions Against Discrimination 28 C.F.R. 35.130 and all other regulations promulgated under Title II of the Americans With Disabilities Act.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the City and any grantor from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the City and any grantor agency as a result of the Contractor's failure to comply with the provisions of the above paragraph.

22. **EQUAL EMPLOYMENT OPPORTUNITY:** As applicable to all contracts, subcontracts and subgrants that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant of reemployment because of age, race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that the applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay of 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 City setting forth the provisions of this non-discrimination clause.

The Contractor will, in all solicitation of advertisement for employees to be 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, sex, or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

23. **CIVIL RIGHTS ACT OF 1964:** The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal funds.
24. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974:** The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
25. **AGE DISCRIMINATION ACT OF 1975:** The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.
26. **BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352) :** The Contractor certifies, to the best of his or her knowledge and belief that:  
  
Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
27. **DISCLOSURE AND COMPLIANCE:** Contractor agrees that any conflict or potential conflict of interest shall be fully disclosed prior to execution of this contract and Contractor shall comply with all applicable federal, state and county laws and regulations governing conflicts of interest including but not limited to 2 CFR 200.112 - Conflict of Interest found in Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
28. **CLEAN AIR ACT AND CLEAN WATER ACT COMPLIANCE:** Compliance with the applicable standards, orders or requirements issues under the Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), Executive Order 11738 and the regulations of the Environmental Protection Agency with respect thereto, at

40 CFR Part 15 is required for all contracts, subcontracts and subgrants of amounts in excess of \$150,000. For all such Contracts, all Contractors and subcontractors agree to the following requirements:

- A. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
  - B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
  - C. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
  - D. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.
  - E. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.
29. **ENERGY CONSERVATION PROVISIONS:** Contractor will comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871.
30. **DAVIS BACON ACT:** as amended ( 40 U.S.C. 3141- 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ( 40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations ( 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Attach HUD form 4010 Federal Labor Standards Provisions



31. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** As applicable to contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

32. **PROCUREMENT OF RECOVERED MATERIALS:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

33. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1801 U):**

This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. The Section 3 clause provides:

Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties

to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- C. The Contractor agrees send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the sections 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
  - D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
  - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
  - F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
31. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

32. **RESOLUTION OF PROGRAM NON-COMPLIANCE AND DISALLOWED COSTS:** As applicable to all contracts, subcontracts and subgrants of amounts in excess of \$150,000. For all such Contracts, all Contractors and subcontractors agree to the following requirements:

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or City of Trenton CDBG program requirements, shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator.

33. **FORCE MAJEURE.** Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

34. **MODIFICATION AND ASSIGNABILITY OF CONTRACT:** This Contract, including all documents incorporated by reference pursuant to paragraph 7 hereof, contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party, that are not contained in the written contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The Contractor may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the City and Grants Administration. Any subcontractor or assignee will be bound by all of the terms and conditions of this Contract and will be required to enter into a written agreement with the City

35. **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

**If any of the above state requirements, conflict with federal requirements the more stringent of the requirements will apply.**

CONTRACTOR

  
HISTORIC BUILDING ARCHITECTS LLC

312 W STATE STREET

TRENTON, NEW JERSEY 08618

7/15/24  
DATE

Seal: \_\_\_\_\_

Attest:  \_\_\_\_\_

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

ATTEST:

CITY OF TRENTON



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BRANDON GARCIA

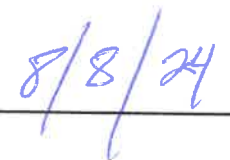
MUNICIPAL CLERK



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W. REED GUSCIORA, ESQ.

MAYOR



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DATE



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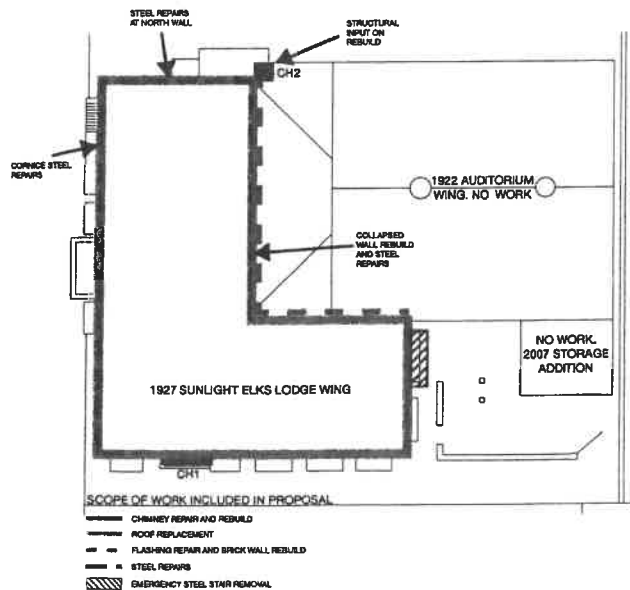
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## Introduction

HBA has reviewed the proposed Scope of Services describing the work for this project. The scope is based on HBA's recommendations, provided during the previous roof investigation phase, and the Preservation Plan for which HBA is responsible. Below is a plan showing the proposed work areas and scope of work for this project. The work is focused on the roof replacement which is intrinsically connected to the steel framing and masonry repairs for the parapet walls.

- Our assessment indicates that much of the masonry deterioration is caused by moisture ingress that has corroded the steel structure around the roof perimeter just below the parapet wall. Non-destructive evaluation testing completed by CBZ under the direction of HBA has confirmed the steel locations and probes have identified rust jacking due to corrosion.
- It cannot be assumed that sandblasting of steel structural members will be sufficient to repair the steel; an evaluation by the structural engineers is required. The previous engineers, LSEA, documented these conditions after probes were opened, however no one has been able to obtain this detailed information from LSEA, so additional investigation work by the structural engineers will be required in Task 2. The scope of work may include documenting a considerable amount of steel repairs and masonry rebuilding at the parapet walls. Documenting structural repairs for the steel



- will also be included as part of the scope of work.
- The two chimneys will be restored. Chimney #2 is extremely tall and may require reinforcement to meet current wind loads. The engineers will need to review this work.
- The emergency fire escape stairs are not recommended to be retained and repaired due to their deteriorated corroded condition. As part of the Preservation Plan, it was determined that the adaptive use will not require these emergency stairs, therefore they should be removed from the building as part of this phase. A new roof hatch will be provided as part of the restoration work.
- The existing built-up roof is recommended to be brought down to the existing concrete deck.
- The cinder fill under the built-up roof, which was used to create pitch the roof, will be removed as it is completely saturated and sandwiched between multiple layers of built-up roofing systems.
- The testing of the roofing materials and any associated sealant by USA Environmental (USAEMI) will be critical to determining the effort and cost of removal of the roof systems and any associated sealant. Given the period of construction for this building, it is highly likely that a number of materials will have hazardous content. The scope of services from the environmental engineers is limited to the roof and exterior sealant at the parapet.
- The reference to brick storage was associated with the probe phase, during which bricks were stored adjacent to the building for reuse in rebuilding the chimney. These will be quantified to determine if additional new bricks are required to reconstruct the chimney.
- The topping slab under the proposed new roof system will need to be carefully designed and pitched to provide appropriate drainage.
- The concealed leaders and downspouts have significant failures with leaks and will be evaluated by the team. Recommendations on how best to repair and replace the flat roof leaders will be provided.
- Materials to be used for the flat roof system will be reviewed with options and costs to be considered by the City of Trenton.
- HBA's intent is to provide a comprehensive restoration of the masonry, including the parapet, to prevent moisture ingress through the masonry, as well as provide a new flat roof with appropriately sized drainage installed over a sound, dry roof deck.

Nothing beyond the area identified in the plan is included in the scope of work for this project.



## PROJECT APPROACH BY TASK

### Task 1 - Meetings:

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In the RFP the number of meetings are limited to 4, however this does not correspond with the meeting requests in each of the tasks listed and referenced back to be included in Task 1. The following meetings are included by HBA:

1. Kickoff meeting. HBA will attend this meeting.
2. Review of recommendations at the completion of Task 2. HBA, KSI and USA Environmental will present the findings and preliminary recommendations with cost based on the investigation.
3. At the conclusion of Task 3, the preparation of preliminary architectural design drawings and specifications, HBA will attend a meeting with KSI to review the submission with the City of Trenton.
4. Task 4 identifies a meeting with the Historic Preservation Office to review the scope of repairs. HBA will attend this meeting, which is anticipated to be onsite. HBA has assumed that an administrative review of this proposed project will be acceptable and that a presentation to the Historic Sites Council is not required and thus is excluded from HBA's scope of work.
5. Task 5: A presentation to review the final construction documents will be given by HBA, KSI and USAEMI and the cost estimator if required.

### Deliverables Task 1: Meeting minutes.

### Task 2 – Building Survey and Design Development

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HBA believes that additional probes and investigation will be required during this phase and have included the services of a mason and roofer. This is because LSEA did not provide survey notes or documents after the probe investigation and these areas were then covered up with no possible access. HBA also recommends that the parapet wall be partially removed to determine how the precast concrete cornice is secured into the steel structure. This is important because this may explain the bowing of the masonry parapet wall and the engineers need to assess this condition.

USAEMI will determine how the environmental issues (still to be determined) will affect the scheduled exterior improvements. USAEMI will meet with City representatives to review current and past asbestos materials surveys, assessments, and plans as applicable and provide an audit to minimize costs associated with duplicate testing. USAEMI will also test for lead and non-liquid polychlorinated biphenyls (PCBs) from materials or components that may be impacted as part of the intended work. The survey will be limited to the exterior of the site only; no assessment of the interior is included in this approach. USAEMI will provide site inspection, sampling, and analysis for hazardous materials, including asbestos-containing materials (ACM), lead-containing paint/materials (LCP) from an Occupational Safety and Health Administration (OSHA) perspective, and non-liquid PCBs associated with the exterior restoration scope of work.

HBA will administer and coordinate the additional probes and investigation as necessary, and review and coordinate with the consultants the work needed to provide recommended repairs.

HBA will provide a schedule of material options for the roof replacement with the pros and cons of each system. HBA will prepare a preliminary cost estimate with CHA for the recommended scope of work.

HBA notes that the City will provide ladder access to the roof as previously done. The City of Trenton will also provide access to the side lot owned by the City for use of a lift as deemed necessary. Rental cost for a lift is included in the proposal.

**Deliverables at the end of Task 2:** Architectural and Structural Engineer's Investigation Report, Recommended Repair Scope of Work with sketches, Roof System/Material Options, an Environmental Engineering Testing Report with Remediation Recommendations, a Concept Cost Estimate, and an Updated Schedule.

### Task 3 – Preliminary Architectural Design Drawings and Specifications.

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With the consultant team, HBA will develop drawings and specifications including repair details in sufficient depth to provide a quantity take off cost estimate. Draft technical specifications will be prepared, and these will include: a summary of work, selective removal, structural steel repairs, and masonry restoration. Hazardous materials abatement specifications and drawings will be

prepared if ACM, LCP, or non-liquid PCBs are present on the items to be impacted by this project. USAEMI will produce specification sections that stipulate construction safety procedures as they relate to asbestos/lead/PCB per Federal, State, and Local requirements.

**Deliverables at the end of Task 3:** Three hard copies and access to a dedicated website with PDFs for download.

#### **Task 4 – Historic Preservation Office Review**

HBA is very familiar with procedures for project authorization through the New Jersey Historic Preservation Office. It is anticipated that an administrative review will be given for this project because it is anticipated that all proposed repairs will be in conformance with The Secretary of the Interior's Standards for the Treatment of Historic Properties. As noted above in Task 1, it is not anticipated that a Historic Sites Council meeting or presentation will be required. HBA notes that the drawings completed during Task 3 will need to be in sufficient detail for Historic Preservation Office review. The City Landmarks Commission will need to review this project, however no request has been made in the RFP for attendance by HBA at this presentation or for the preparation of the application documents.

#### **Task 5 – Construction Documents**

HBA will prepare a full set of construction documents including drawings, technical specifications, and Division 01 Specifications. The specifications will also include front end information such as pre-qualification of contractors and bid form information including allowances, alternates and unit prices recommended by the consultant team. An updated cost estimate will be provided with this submission.

**Deliverables at the end of Task 5:** A total of eight (8) drawing sets, four (4) of which will be signed and sealed, an updated cost estimate, and access to a dedicated website with PDFs for download are included in this phase.

#### **Task 6 – Construction Phase Support**

The Task 6 description in the RFP identifies an allowance of 80 hours for consultant time, however at the bottom of the same RFP section of Task 6 it indicates only 60 hours required as an allowance. HBA have provided 80-hours, however we would note that the proposed work is anticipated to take approximately 5-6 months as noted in the schedule below. The 80-hour allowance is not a reasonable allowance for this type of complex project where there is construction administration required by the Architect, the Structural Engineer and the Environmental Engineer. Please review pricing, which is provided in a sealed envelope for additional information on the Scope of Services recommended to be provided.

USAEMI can monitor all environmental contractor activities in order to ensure that work and safety practices comply with the contract documents and applicable regulations. If granted, USAEMI can provide all testing as required by Federal, State and Local requirements, including the building interior, should there be employee concerns regarding asbestos, PCB or lead exposure. During the monitoring phase (if required), USAEMI's trained and licensed Environmental Technicians will perform all required sampling, monitoring and inspections. USAEMI recommends baseline samples of the building interior prior to the start of any abatement. If the contractor's work practices reveal poor housekeeping and deviation from the specifications, additional testing during and after the construction activities may be warranted. The pre-construction testing would provide the State with a baseline should further testing during or after construction reveal asbestos or lead levels above the pre-construction "existing conditions" results. If elevated levels are observed during and after construction, the State would have the data in-hand to direct appropriate remediation of impacted surfaces.

## Project Schedule

While the RFP does not request a project schedule and only indicates that professional services need to be completed within four months, we have assumed that this applies to Tasks 1-5 and not Task 6 for bidding and construction. HBA believes that the construction will take approximately 6 months. Masonry work cannot be done between November and March due to the risk of cold temperatures which are inappropriate for historic masonry restoration. HBA therefore recommends the following schedule.

Contract Award	May 22, 2023
Task 1	
Startup meeting	June 1, 2023
Task 2	
Survey Probes and Investigation	June 5-12
Report and Design Recommendations and preliminary costs	June 12 – July 2
Review and approval by the City of Trenton	July 5-12
Task 3	
Preliminary Design Development Drawings and Technical Specifications	July 12-August 2
Task 4	
HPO – Project Authorization Submission by HBA	July 17 – August 2
HPO review period – 60 days	August 2 – September 27
City of Trenton Authorization to Proceed with Task 5 (begins while HPO review is ongoing)	August 9
Task 5	
Preparation of Construction Documents including drawings, Technical Specifications, Division 01, Bid Forms, Unit Prices, Allowances and Alternates	August 9- September 13
City of Trenton Review	September 18
Final Construction Documents Submission	September 30
Task 6	
Bidding to be completed by the City of Trenton (Pre-qualification is recommended)	October-November
Contract Award	end of December 2023
Construction Mobilization	March 2024
Construction Complete	September 2024

## EXHIBIT B

# Historic Building Architects, LLC

312 West State Street, Trenton, New Jersey 08618 tel 609 393 3999 fax 609 393 4333 www.hba-llc.com

## Price Form

Architectural Design and Consulting Services for  
Carver Center Building, 40 Fowler Street, Trenton, New Jersey

An Officer of the Respondent Firm must sign and date this Price Form and return with the proposal.

Description	Unit	Qty	Unit Price (\$)	Total (\$)
Task 1. Meetings	Lump Sum	1	N/A	\$10,710
Task 2. Building Survey and Design Development Includes Lifts, Mason & Roofer	Lump Sum	1	N/A	\$56,655
Task 3. Preliminary Architectural Design Drawings and Specifications	Lump Sum	1	N/A	\$42,630
Task 4. HPO Approval	Lump Sum	1	N/A	\$4,420
Task 5. Construction Documents	Lump Sum	1	N/A	\$49,890
Task 6. Construction Phase Support (80 Hrs.)	Hour	80	\$162.50	\$13,000
<b>Subtotal (Tasks 1-6):</b>				<b>\$177,305</b>
<b>Contingency (20% of Subtotal):</b>				<b>\$35,461</b>
<b>Total (Subtotal + Contingency):</b>				<b>\$212,766</b>

Any contingency allowance included on the Price Form belongs to City of Trenton and will be released as needed by the Owner's Representative and used by the Consultant only as directed by City of Trenton to address unknown or unforeseeable conditions.

SEE ATTACHED PRICE SCHEDULE TASK 6 WILL REQUIRE ADDITIONAL SERVICES FROM THE CONSULTANT TEAM THE AMOUNT IS \$44,500 PLUS TASK 6 ABOVE.



Carver Price Schedule						May 10th 2023
Scope of Work	Principal Architect	Conservator	Project Manager	Preservation Designer	TOTAL	Notes
	\$185	\$155	\$140	\$135		Duration Not Applicable
<b>Task 1 Meetings</b>						
Kick off meeting	4		4	2	\$1,570	Includes minutes June 2nd 2023
Task 2 Presentation	4		4	2	\$1,570	Includes minutes
Task 3 Presentation Review	4		4	2	\$1,570	Includes minutes
Task 4 HPO Mtg	4		4	2	\$1,570	Includes minutes
Task 5 Presentation	4		4	2	\$1,570	Includes minutes
Task 6						See below
HBA Sub-total Task 1	20	0	0	10	\$7,850	
<b>Consultant Services</b>						
Cost Estimator Meeting Participation					\$600	Task 2, 3 and 5- 3 meetings max See Tasks below
Structural Engineer Meeting Participation					\$1,680	Task 2, 3 and 5- 3 meetings max
Env. Engineer Meeting Participation					\$580	Task 2, 3 and 5- 3 meetings max
Consultant Sub-total					\$2,860	
<b>Total Task 1</b>					<b>\$10,710</b>	
<b>Task 2 Building Survey and Design Development:</b>						June 5th - July 12th 2023
<b>Historic Building Architects Services</b>						
Update Survey & Measured Drawings			8	8	\$2,200	Draw up details and additional survey work
Field Probe Investigation with Engineers	4		8	8	\$2,940	Coordinate and open up additional probes
Material Research	2	4	8	8	\$3,190	Material research roof system, roof hatch, masonry caps
Preparation of Design Sketches	8		24	16	\$7,000	Draw up details for roof and masonry repairs
Define scope of work	2	8	16	8	\$4,930	Develop list of repairs coordinate
Coordination with consultants	8	4	8	8	\$4,300	Coordinate steel, masonry and roof design details and probes
Coordination/Administration	4	4	8	8	\$3,560	Consultant meetings, coordination of estimate
HBA Sub-total	28	12	80	56	\$28,120	
<b>Consultant Services</b>						
Cost Estimate					\$2,900	Cost Estimate Concept includes meeting
Structural Engineer					\$3,720	Field survey work, calcs & recommendations
Environmental Engineer					\$10,415	Testing and Recommendations See detailed schedule attached
Consultant Sub-total					\$17,035	
<b>Allowances</b>						
Mason					\$5,000	Additional probes at parapet masonry
Roofing					\$3,000	Temp removal of protection for structural access
Access Lift					\$3,500	Access lift rental. City to provide ladder
<b>Total Task 2</b>					<b>\$56,655</b>	
<b>Task 3 Prelim Architectural Drawings Design and Specs:</b>						One Month
<b>Historic Building Architects Services</b>						July 12th-August 2nd 2023
Develop Drawings	2		16	16	\$4,770	Set up Base drawings in CAD
Field Measurements for Details	2		8	8	\$2,570	Survey and take measurements for details
Design Repairs	8		12	12	\$4,780	Design repairs & coordinate
Preparation of Details	4	4	12	12	\$4,660	Draw up details for roof conditions
Specifications and Material Research	4	24		16	\$6,620	Technical specifications only
Coordination with consultants	4		8	8	\$2,940	Incorporate design details

HBA Sub-total	20	28	56	72	\$26,340	
<u>Consultant Services</u>						
Cost Estimate					\$5,900	Detailed quantity Estimate
Structural Engineer					\$7,000	Preliminary Design Structural Repairs
Environmental Engineer					\$3,390	Prepare drawings and specs and cost
Consultant Sub-total					\$16,290	
Total Task 3					\$42,630	
Task4 HPO Review						2 months
<u>Historic Building Architects Services</u>						July 15th to September 27th 2023
Prepare Application and review	8	12		8	\$4,420	HBA assumes Administrative review
Total Task 4					\$4,420	
Task 5 Construction Documents						2 months
<u>Historic Building Architects Services</u>						August 9th to September 30th 2023
Material Research	4	4	8	8	\$3,560	Additional product research & coordination with suppliers
Drawings	4	8	32	32	\$10,780	Final Construction Documents
Specifications incl Front End	8	8		16	\$4,880	General conditions Unit prices, Bid Forms, Allowances & Alternates
Co-ordination Project Team	8	8	16	18	\$7,390	Two meetings with consultant team
HBA Sub-total	0	0	16	18	\$26,610	
<u>Consultant Services</u>						
Structural Engineer					\$5,880	Final drawings and Specs structural repairs
Environmental Engineers					\$8,500	Final drawings and Specs Hazardous Materials
Cost Estimator					\$8,900	Final update of cost
Consultant Sub-total					\$23,280	
Construction Document Phase Total					\$49,890	
Bidding & Negotiation Nothing included in RFP						October November 2023
Historic Building Architects Services					\$0	Completion & Award December 2023
Bidding and Negotiation Phase					\$0	
Task 6 Construction Administration Phase						Estimated 6 months-March 2024-September 2024
Site Visits/Project Meetings	40		40		\$13,000	CA insufficient for project scope in RFP
Task 6 Phase Total					\$13,000	Limited scope
<b>PROFESSIONAL SERVICES TOTAL</b>					<b>\$177,305</b>	<b>WITH LIMITED TASK 6 SERVICES</b>
HBA Recommended Construction Administration Phase						Estimated 6 months-March 2024-September 2024
Site Visits/Project Meetings	20	4	24		\$7,680	12 site visits @ 4 hours bi-weekly to review work progress and write FR
Shop Drawing Review	8	8	24	24	\$9,320	Review all submittals
Project Administration	24	24	24	24	\$14,760	4 hours per week during CA including bi-weekly mtgs
Punch List and project close out	8	8		12	\$4,340	Punch list, maintenance manual, etc.
HBA Sub-total	60	36	72	48	\$36,100	
<u>Consultant Services</u>						
Structural Engineer					\$5,880	Limited to 3 site visits
Env Engineers					\$15,520	Testing and Monitoring
Sub-total for Consultants					\$21,400	
Task 6 Deducted					\$13,000	
<b>Recommended Task 6 Construction Administration Phase Total</b>					<b>\$44,500</b>	<b>NOT INCLUDED IN PROPOSAL</b>

Historic Building Architects, LLC

Hazardous Material Proposal USA Environmental

*Project Name* : Architectural Design and Consulting Services Trenton Carver Center  
Building Improvements

*Project Location*: 40 Fowler Street, Trenton, Mercer County, NJ

*Date*: May 11, 2023

HAZARDOUS MATERIAL TESTING AND REPORT ALLOWANCE			
<i>Inspection &amp; Testing</i>	<i>Unit(s)</i>	<i>Cost</i>	<i>Total</i>
Program Manager	8	\$145.00	\$1,160.00
Project Manager	12	\$120.00	\$1,440.00
USEPA, Building Inspector(s)	1	\$720.00	\$720.00
Environmental Technician	1	\$600.00	\$600.00
NJ Pb Inspector/Risk Assessor	1	\$720.00	\$720.00
Asbestos Bulk Sample Analysis, via PLM	60	\$25.00	\$1,500.00
Asbestos Bulk Sample Analysis, via TEM	24	\$120.00	\$2,880.00
PCB Bulk Analysis	5	\$325.00	\$1,625.00
XRF Instrument	1	\$350.00	\$350.00
Manlift & Operator (60')	0	\$2,450.00	\$0.00
<i>Subtotal</i>			<i>\$10,995.00</i>
<i>Reporting</i>			
Program Manager	6	\$145.00	\$870.00
Project Manager	16	\$120.00	\$1,920.00
CAD Technician	8	\$75.00	\$600.00
<i>Subtotal</i>			<i>\$3,390.00</i>
<b>HAZARDOUS MATERIAL TESTING AND REPORT ALLOWANCE TOTAL</b>			<b>\$14,385.00</b>

HAZARDOUS MATERIAL ABATEMENT DESIGN ALLOWANCE			
<i>Design</i>	<i>Unit(s)</i>	<i>Cost</i>	<i>Total</i>
Program Manager	4	\$145.00	\$580.00
Project Manager	8	\$120.00	\$960.00
USEPA, Project Designer	24	\$110.00	\$2,640.00
Environmental Technician	16	\$75.00	\$1,200.00
CAD Technician	16	\$75.00	\$1,200.00
DD/FD Meeting Attendance	3	\$480.00	\$1,440.00
Prebid/Post Bid/Award Recommendation	1	\$480.00	\$480.00
<b>HAZARDOUS MATERIAL ABATEMENT DESIGN ALLOWANCE TOTAL</b>			<b>\$8,500.00</b>

**HAZMAT TESTING/REPORT AND DESIGN ALLOWANCE TOTAL                      \$22,885.00**

**Notes:** The fee quoted assumes that no asbestos permit per N.J.A.C. 5:23-8 is required. The fee quoted assumes the units required to meet the intent of the project. If additional units are required, the Owner will be notified and USAEMI will not proceed until all are in agreement.



Historic Building Architects, LLC

Hazardous Material Allowance for Construction Administration

*Project Name* : Architectural Design and Consulting Services Trenton Carver Center Building Improvements

*Project Location*: 40 Fowler Street, Trenton, Mercer County, NJ

Date: May 11, 2023

<b>HAZARDOUS MATERIAL ABATEMENT CONSTRUCTION ADMINISTRATION ALLOWANCE</b>			
<b><i>Asbestos/Lead Abatement Monitoring</i></b>	<b><i>Unit(s)</i></b>	<b><i>Cost</i></b>	<b><i>Total</i></b>
Program Manager	8	\$145.00	\$1,160.00
Project Manager	24	\$120.00	\$2,880.00
Asbestos Safety Technician (5 Days)	10	\$720.00	\$7,200.00
Environmental Technician	0	\$600.00	\$0.00
Air Sample Analysis, via PCM (8/per shift)	100	\$20.00	\$2,000.00
Air Sample Analysis, via TEM	0	\$110.00	\$0.00
PCB Wipe Sample Analysis, via SW846	0	\$225.00	\$0.00
Lead Dust Wipe Analysis, via Flame AA	0	\$25.00	\$0.00
Meeting Attendance (1)	1	\$480.00	\$480.00
Final Report	1	\$1,800.00	\$1,800.00
<b><i>HAZARDOUS MATERIAL ABATEMENT CONSTRUCTION ADMINISTRATION ALLOWANCE TOTAL</i></b>			<b><i>\$15,520.00</i></b>

**Notes:** The fee quoted assumes that no asbestos permit per N.J.A.C. 5:23-8 is required. The fee quoted assumes the units required to meet the intent of the project. If additional units are required, the Owner will be notified and USAEMI will not proceed until all are in agreement.

## 2.2 PRICING

HBA have provided a detailed price schedule of time and effort anticipated for each of the Tasks described in RFP.

### Assumptions and Preferences

The following assumptions and preferences have been made.

1. The RFP requires CAD drawings for all submissions. HBA does not typically provide CAD drawings without a release of liability from the owner. This will be required if CAD drawings are requested by the City of Trenton.
2. Reimbursable costs are included in the overall fee including the cost for probes, hazardous material sampling and lift access.
3. The City will provide access to the building as previously provided and will provide ladder access to the roof.
4. The cost estimators do not provide excel charts for their cost estimates only in PDF format because the cost estimates have proprietary information based on extensive cost data research and multipliers, which are all formulated into their calculations. The city can convert the PDF into an excel chart if they so wish.
5. All information for this project will be put on a dedicated website with full access to the City. The City is already used this website during the previous phases of work.
6. Task 6 Construction Administration. HBA is concerned that this project is too complex for an Owner's Rep to administer during construction. HBA would therefore recommend that a more traditional construction administration arrangement be made between the City and HBA. HBA would administer the contract between the City and the Contractor. HBA would prepare all meeting minutes, prepare field reports, provide RFIs and make recommendations for change orders subject to approval by all parties and complete the standard closeout procedures as set out by the AIA. The proposed 80 or 60 Hours is insufficient for a projected anticipated last 6 months. We would anticipate approximately \$6,000 per month for Construction Administration Services and this would include the Structural Engineer. Ad-

ditional fees for work needed for site observation by the Environmental Engineer, which is not addressed in the RFP, except to suggest that it is required has also been proposed. We have attached to this pricing response the proposal from USA Environmental Engineers, which describes the Scope of Services, much of which is already included in the tasks of work except for the monitoring and management of hazardous materials removal.

7. The proposal does not request allowances for proposed work, however we have included in our detailed schedule an allowance, the scope of which, cannot be fully evaluated at this time for probes by masons and roofers and lift rental. These will be invoiced at 1.1 x the cost against the allowance included in the proposal.

### Hourly Rates

#### HBA

Design	Cost
Principal	\$185.00
Architect Project Manager	\$165.00
Senior Conservator	\$150.00
Senior Preservation Designer	\$135.00
Preservation Designer	\$125.00
Administrative/Graphics	\$105.00

#### KSI

Design	Cost
Principal	\$220.00
Project Executive	\$175.00
Senior Project Manager	\$155.00
Project Manager	\$140.00
Project Engineers	\$115.00
Structural Designer/CAD Operator	\$65.00

#### CHA

Design	Cost
Project Executive	\$250.00
Cost Estimator	\$125.00

# Historic Building Architects, LLC

USA Environmental

<b>Design</b>	<b>Cost</b>
Program Manager	\$145.00
Project Manager	\$120.00
USEPA, Project Designer	\$110.00
Environmental Technician	\$75.00
CAD Technician	\$75.00

## **Additional Services**

If authorized in writing by client, HBA will perform additional services at our standard hourly rates listed above.

## **Invoicing/Payments**

Invoices will be issued on a monthly basis on percentage of work completed. Invoices are payable within 30 days after receipt of invoice. Invoices unpaid after 30 days will incur interest at 1.4% per month. Retainers shall be credited on the final invoice.

## **Indemnification**

The client shall indemnify and hold harmless HBA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or part by the negligent act, omission and /or strict liability of the client, anyone directly or indirectly employed by the client (except HBA), or anyone for whose acts any of them may be liable.

## **Termination of Services**

This agreement may be terminated by the client or HBA should the other fail to perform its obligation hereunder. In the event of termination, the client shall pay HBA for all services rendered to date prior to termination, and all reimbursable expenses.

## **Ownership of Documents**

All documents produced by HBA under this agreement shall remain the property of HBA and may not be used by the client for any other endeavor without the written consent of HBA.

## **Applicable Laws**

This agreement shall be governed by the laws of the State of New Jersey. Duration of Agreement If services under this agreement are not completed within 18 months, HBA reserves the right to renegotiate the fee.

## **Expenses and Conditions**

HBA shall be reimbursed at cost for expenses incurred for travel, postage, messenger and courier services, web site file sharing, and document printing and reproductions.

**CONTRACT AWARD**

Upon opening bids, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

☒ Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

☐ Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

  
\_\_\_\_\_  
**AUTHORIZED SIGNATURE**