

# RESOLUTION

21-250

Date of Adoption

June 10, 2021

Approved as to Form and Legality

CITY ATTORNEY

Councilman/woman

HARRISON

Actual content certified by

Maria Richardson

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

presents the following Resolution

**RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ., TO CLARKE CATON HINTZ, P.C. FOR ARCHITECTURAL AND CONSULTING SERVICES FOR REHABILITATION OF EXTERIOR PLAZA AND FAÇADE OF TRENTON CITY HALL, TRENTON, NEW JERSEY IN AN AMOUNT NOT TO EXCEED \$151,855.00 FOR A PERIOD OF ONE (1) YEAR FROM MAY 28, 2021 TO MAY 27, 2022 RFP2021-02**

**WHEREAS**, the City has a need for Architectural and Consulting Services for Rehabilitation of Exterior Plaza and Façade of Trenton City Hall Trenton, New Jersey for a period of one (1) year for the City of Trenton, Department of Recreation, Natural Resources and Culture; and

**WHEREAS**, a request for proposal was advertised, and six (6) proposals were received on February 24, 2021 and was evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

**WHEREAS**, the proposal of Clarke Caton Hintz, P.C., 100 Barrack Street, Trenton, New Jersey 08608 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 \$151,855.00 have been certified to be available in the following capital account number(s): FY 2020, C-04-20-70-0084-001 from May 28, 2021 to May 27, 2022.

**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 Clarke Caton Hintz, P.C., 100 Barrack Street, Trenton, New Jersey 08608 for Architectural and Consulting Services for Rehabilitation of Exterior Plaza and Façade of Trenton City Hall Trenton, New Jersey in an amount not to exceed \$151,855.00 for a period of one (1) year 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 |
|----------|-----|-----|---------|--------|-----------|-----|-----|---------|--------|---------|-----|-----|---------|--------|
| BLAKELEY | ✓   |     |         |        | MCHIRICH  |     | ✓   |         |        | VALCICH |     | ✓   |         |        |
| WALDWEIL | ✓   |     |         |        | MUSI-ELM  | ✓   |     |         |        |         |     |     |         |        |
| WILSON   |     |     |         |        | RODRIGUEZ |     | ✓   |         |        |         |     |     |         |        |
| HARRISON | ✓   |     |         |        |           |     |     |         |        |         |     |     |         |        |

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

June 10, 2021

*Ron Schubert*  
President of Council

City Clerk

**PROFESSIONAL SERVICES CONTRACT**

**RFP2021-02  
RESOLUTION 21-250**

**ARCHITECTURAL AND CONSULTING SERVICES FOR REHABILITATION OF EXTERIOR PLAZA AND  
FAÇADE OF TRENTON CITY HALL TRENTON, NEW JERSEY**

**THIS CONTRACT**, made this 10<sup>TH</sup> day of JUNE 2021 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 **CLARKE CATON HINTZ, P.C., 100 BARRACK STREET, TRENTON, NEW JERSEY  
08608** (CONTRACTOR").

**WHEREAS**, the City has a need **FOR ARCHITECTURAL AND CONSULTING SERVICES FOR  
REHABILITATION OF EXTERIOR PLAZA AND FAÇADE OF TRENTON CITY HALL TRENTON, NEW JERSEY**  
for the City of Trenton, Department of Recreation, Natural Resources, and Culture.

**WHEREAS**, Contractor agrees to provide **FOR ARCHITECTURAL AND CONSULTING SERVICES FOR  
REHABILITATION OF EXTERIOR PLAZA AND FAÇADE OF TRENTON CITY HALL TRENTON, NEW JERSEY**  
for the City of Trenton, Department of Recreation, Natural Resources, and Culture in  
accordance with the terms and conditions as set forth hereinafter, and the City being  
agreeable thereto;

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

**FOR ARCHITECTURAL AND CONSULTING SERVICES FOR REHABILITATION OF EXTERIOR PLAZA AND  
FAÇADE OF TRENTON CITY HALL TRENTON, NEW JERSEY** for the City agrees to retain **CLARKE  
CATON HINTZ, P.C., 100 BARRACK STREET, TRENTON, NEW JERSEY 08608** ("the request of and  
under the general supervision of the City of Trenton, Department of Recreation, Natural  
Resources, and Culture.

**1. SCOPE OF SERVICES**

**SEE ATTACHED SCOPE OF SERVICES**

**DURATION OF THE CONTRACT:**

This contract shall remain in full force and effect for a period of one (1) year from  
May 28, 2021 to May 27, 2022 in an amount not to exceed \$151,855.00.

- 2. 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.
- 3. 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.
- 4. INTEGRATION:** Resolution #21-250 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 Water and Sewer.

5. **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.

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

7. **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



CLARKE CATON HINTZ, P.C.,  
100 BARRACK STREET  
TRENTON, NEW JERSEY 08608  
Seal: JOHN M. GALLAGHER  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 10/20/2024

7/1/21

DATE



Attest:

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

ATTEST:



MATTHEW H. CONLON, RMC  
MUNICIPAL CLERK

DATE

7/06/21

CITY OF TRENTON



W. REED GUSCIORA, ESQ.  
MAYOR

DATE

7-16-21

## **SCOPE OF SERVICES**

### **Project Description**

#### *Introduction*

The City of Trenton, New Jersey (hereinafter referred to as the "Owner"), requests proposals from qualified Architectural and Engineering firms ("Consultant") to provide architectural and construction phase services for the rehabilitation of the exterior of Trenton City Hall, also known as the Trenton Municipal Building, located downtown at 319 East State Street in Trenton, New Jersey. City Hall is owned by the City of Trenton. A Site Location Map is provided in the Appendix.

Trenton City Hall ("Facility") is a designated City of Trenton Historic Landmark (1977) and is listed in both the State (1977) and National (1978) Registers of Historic Places.

Trenton City Hall was designed by Philadelphia Architect Spencer Roberts and has served as the center of Trenton municipal government since it opened for official business in 1910.

Situated on the south side of East State Street between Canal and Stockton Streets, the building measures 100' by 230' and is three stories high. In the rear of the original structure is a newer addition, the City Hall Annex, constructed in 1979. This addition replaced an Armory building that was destroyed by fire in 1975.

The design of the original building is derived from the Beaux Arts style with French Baroque and Italian Renaissance influences. These design influences were reflected in numerous significant architectural features that are pertinent to the work being undertaken in this RFP. These features include the grand stairways at the main entrance portico, which was detailed with heavy bronze ornamentation (railings, gates, and light fixtures) and the loggia above, now commonly referred to as the Mayor's balcony. The building is set back from the street and has a raised esplanade (plaza) with a balustrade which extends the entire length of the building. The three major facades of the property are faced with "Grade A" Vermont marble.

Trenton City Hall has been the subject of numerous alterations, renovation projects and repairs in its lifetime. A schematic design phase was concluded in 2018 upon which this phase of services will be based. For the preparation of this project, plans and reports have been compiled that will have a direct impact on this RFP. They will provide important information on the scope and direction of the proposed work.