

RESOLUTION

No. _____

Approved as to Form and Legality:

WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

Date of Adoption October 7, 2021

Factual content certified by

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

Councilman /woman _____

Caldwell - Wilson

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 BERGMANN ARCHITECTURAL ASSOCIATES, INC. FOR ARCHITECTURAL/PROFESSIONAL
ENGINEERING DESIGN FOR CONSTRUCTION DOCUMENT PREPARATION AND CONSTRUCTION
OVERSIGHT FIELDHOUSE/CONCESSION STAND CALHOUN STREET PARK NEW WILLOW STREET,
TRENTON, NJ FOR A PERIOD OF ONE (1) YEAR FROM OCTOBER 8, 2021 TO OCTOBER 7, 2022 IN AN
AMOUNT NOT TO EXCEED \$62,500.00- RFP2021-13

WHEREAS, the City of Trenton has a need for Architectural/Professional Engineering Design for Construction Document Preparation and Construction Oversight Fieldhouse/Concession Stand Calhoun Street Park New Willow Street, Trenton, NJ for a period of one (1) year the City of Trenton Department of Department of Recreation, Natural Resources & Culture; and

WHEREAS, a request for proposal was advertised, and three (3) proposals were received on April 27, 2021, and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the proposal of Bergmann Architectural Associates, Inc., 181 Washington Street, #430 Six Tower Bridge, Conshohocken, PA 19428 was deemed to include the necessary qualifications and expertise for the performance of the services; and

WHEREAS, funds in an amount not to exceed \$62,500.00 have been certified to be available in the following capital account number: FY 2007 C-04-07-70-102E-002.

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

1. The Mayor is hereby authorized to enter into a contract with Bergmann Architectural Associates, Inc., 181 Washington Street, #430 Six Tower Bridge, Conshohocken, PA 19428 for Architectural/Professional Engineering Design for Construction Document Preparation and Construction Oversight Fieldhouse/Concession Stand Calhoun Street Park New Willow Street, Trenton, NJ for a period of one (1) year for the 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:11-4.1.
3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk's Office.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY	✓				MUSCHAL	✓				MCBRIDE		✓		
CALDWELL WILSON	✓				RODRIGUEZ	✓								
HARRISON	✓				VAUGHN		✓							

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on October 7, 2021

President of Council

City Clerk

PROFESSIONAL SERVICES CONTRACT

RFP2021-13
RESOLUTION 21-445

**ARCHITECTURAL/PROFESSIONAL ENGINEERING DESIGN FOR CONSTRUCTION DOCUMENT
PREPARATION AND CONSTRUCTION OVERSIGHT FIELDHOUSE/CONCESSION STAND CALHOUN STREET
PARK NEW WILLOW STREET, TRENTON NEW JERSEY**

THIS CONTRACT, made this 7TH day of OCTOBER 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 **BERGMANN ARCHITECTURAL ASSOCIATES, INC., 181 WASHINGTON STREET, #430, SIX TOWER BRIDGE, CONSHOHOCKEN, PA 19428** (CONTRACTOR").

WHEREAS, the City has a need **FOR ARCHITECTURAL/PROFESSIONAL ENGINEERING DESIGN FOR CONSTRUCTION DOCUMENT PREPARATION AND CONSTRUCTION OVERSIGHT FIELDHOUSE/CONCESSION STAND CALHOUN STREET PARK NEW WILLOW STREET, TRENTON NEW JERSEY** for the City of Trenton, Department of Recreation, Natural Resources, and Culture,

WHEREAS, Contractor agrees to provide **FOR ARCHITECTURAL/PROFESSIONAL ENGINEERING DESIGN FOR CONSTRUCTION DOCUMENT PREPARATION AND CONSTRUCTION OVERSIGHT FIELDHOUSE/CONCESSION STAND CALHOUN STREET PARK NEW WILLOW STREET, 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:

ARCHITECTURAL/PROFESSIONAL ENGINEERING DESIGN FOR CONSTRUCTION DOCUMENT PREPARATION AND CONSTRUCTION OVERSIGHT FIELDHOUSE/CONCESSION STAND CALHOUN STREET PARK NEW WILLOW STREET, TRENTON NEW JERSEY for the City agrees to retain **BERGMANN ARCHITECTURAL ASSOCIATES, INC., 181 WASHINGTON STREET, #430, SIX TOWER BRIDGE, CONSHOHOCKEN, PA 19428** ("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:

The review and update to existing plans phase should be completed within forty-five (45) days of "Notice to Proceed"; the bid support phase should be completed within ninety (90) days of "Notice of Proceed". This contract shall be awarded in an amount not to exceed \$62,500.00. (The Owner has established the following goals for the project for the project schedule: The Review and Update to Existing Plans phase should be completed within forty-five(45) days of "Notice to Proceed"; and The Bid Support phase should be completed within ninety (90) days of "Notice to Proceed".

- 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 #21-445** 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 Recreation, Natural Resources, and Culture.

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

Sean O'Rourke
BREGMANN ARCHITECTURAL ASSOCIATES, INC.
181 WASHINGTON STREET, #430
SIX TOWER BRIDGE
CONSHOHOCKEN, PA 19428

Oct 21, 2021
DATE

Seal: _____



Attest: *Oliver S.*

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

ATTEST: *M. H. Conlon*

MATTHEW H. CONLON, RMC
MUNICIPAL CLERK

DATE

CITY OF TRENTON

W. Reed Gusciora
W. REED GUSCIORA, ESQ.
MAYOR

DATE

11/15/2021

11.10.21

The Consultant will be held to have examined the Project Area before submitting proposals for the work and to be fully aware of the existing conditions under which the work will be done or that will in any way affect the work under this contract. No allowances will be made in this connection for error or negligence on the part of the Consultant.

Terms of the Contract

The contract is subject to approval by the Trenton City Council and shall be for a period of one-year.

SCOPE OF SERVICES

Project Description

The City of Trenton, New Jersey, Department of Recreation and Natural Resources (hereinafter referred to as the "Owner"), is requesting sealed proposals from qualified Architectural firms ("Consultant") to update existing plans to current building code for design and construction of a new field house/bathhouse with concession stand ("Facility") at the Calhoun Street Park located at 1424 New Willow Street in the City of Trenton, New Jersey. The Site is owned by the City of Trenton. The Owner currently has a plan set for this project from 2015 which was approved under the 2009 International Building Code (IBC). The chosen Consultant shall update the existing plan set to the current 2018 IBC, seek and acquire City of Trenton Inspection Department approval, prepare an associated itemized cost estimate, provide bid support services, and provide construction oversight. This contract shall be awarded for a period of one (1) year.

The Calhoun Street Park is a 7.5 acre multi-purpose community recreational center located in the City of Trenton's North Ward at 1424 New Willow Street near the intersection with Calhoun Street. The Calhoun Street Park is bound by W. George Street and Calhoun Street to the south, New Willow Street to the East, and industrial properties (Ewing Township) to the north and west. The Calhoun Street Park is identified on Trenton City tax maps as Block 9406, Lot 2 (6.5 acres) and Block 9308, Lot 1 (1 acre).

The Calhoun Street Park underwent extensive renovations in 2011 to convert a single multipurpose athletic field into two separate fields: a football field and a soccer field, each with irrigation, grandstands, and lighting. Additional site improvements include a playground, improved parking, and landscaping. The completed construction constitutes "Phase 1" of the planned improvements to the Calhoun Street Park. The existing park also includes a public pool. A small bathhouse (approx. 1,200 square feet) is currently situated next to the pool on New Willow Street. The planned "Phase 2" of the improvements shall include the

renovation and expansion of the existing bathhouse and the construction of a freestanding attached fieldhouse so that the new Facility can provide both a bathhouse for the public pool and a fieldhouse/restrooms for the new athletic fields and include a concession stand that will offer food and beverages for sale to the public.

General Requirements

Payment Procedures

Following Notice to Proceed, the Consultant shall deliver to the Owner's Representative within ten (10) days a proposed Schedule of Values that divides the Scope of Services and Contract Sum into milestones or project tasks in sufficient detail to facilitate continued evaluation of invoices and progress reports. Round amounts for each contract item to nearest whole dollar; total shall equal the Contract Sum. Items shall be billed as lump sum (LS) or hourly as per the Price Form and the Consultant's Price Schedule. The Consultant shall submit the proposed Schedule of Values to the Owner's Representative for review and comment. The Consultant shall then make changes to the Schedule of Values to incorporate any changes directed by the Owner. Consultant invoices may be submitted for payment not more than once every thirty (30) days. The Consultant's invoice shall be prepared on the Consultant's letterhead and shall be accompanied by a progress report detailing the progress made in the billing period and the progress completed to date. The Consultant shall be responsible to provide all necessary documentation as proof of performance of work completed during the payment period or any other proof of performance that may be required by the Owner's Representative.

The invoice shall be submitted to the Owner's Representative for review and the Owner's Representative shall then either submit the invoice to the Owner for payment or shall return the invoice to the Consultant indicating that corrections should be made or additional information or proof of performance is required. If necessary, the Consultant shall then resubmit the invoice to the Owner's Representative for review and approval.

Professional Licensure

Professional Architects and Engineers that prepare and certify plans and documents shall be licensed and registered in the State of New Jersey. The Respondent shall provide with the proposal the name, qualifications and copies of all relevant licenses and certifications of all specially licensed and/or certified professionals who shall work on the project.

Codes, Permits, and Standards

All work undertaken as part of this Scope of Services by the Consultant and their subcontractors, shall be in conformance with all applicable federal, state and local regulations, including (but not necessarily limited to) the requirements of the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), the General Ordinances of the City of Trenton, the Uniform Construction Code of the State of New Jersey and the Uniform Fire Code of the State of New Jersey.

All plans and specifications prepared by the Consultant for construction, alteration, repair or demolition of the Property must be prepared such that it may receive permits for all building, plumbing, electrical and fire protection work from the City of Trenton. Technical specifications shall be organized using the Construction Specifications Institute (CSI) Manual of Practice and MasterFormat Master List of Titles and Numbers for the Construction Industry.

Preparation of Documents

All text documents required under this Scope of Services shall be prepared in Microsoft Word. Figures and plans and maps shall be prepared in AutoCAD LT 2018 and/or ESRI ArcMap. Tables and calculations shall be prepared in Microsoft Excel.

All drawings, specifications, electronic source files, and all other documents prepared by the Consultant for this project shall be provided to the Owner's Representative upon request and as required by this Scope of Services.

Reliance on Prior Work

The Owner may provide to the Consultant as part of this solicitation or at other times during the project, documentation of prior work completed at the Property by others including drawings, specifications or other documents either printed or in electronic format. The documentation shall be provided for informational purposes only for the sole use of the Consultant. The Owner makes no claims as to the correctness or accuracy of the data provided therein. The Consultant must review and determine for themselves the correctness and accuracy of the information before incorporating and relying on the prior work as part of their work product to the Owner.

Project Management and Control

The Consultant shall promote good communication and coordination of all relevant parties throughout the project. The Consultant shall provide regular updates and progress reports to the Owner's Representative and upon request by the Owner's Representative; and shall, from time to time, meet with the Owner at Trenton City Hall or another place of the Owner's choosing to discuss the progress of the project.

The Consultant shall prepare for and attend one (1) kick-off meeting prior to the commencement of work with the Owner and other parties as required including subcontractors and representatives of relevant City Departments. The kick-off meeting shall be used to review plans and Consultant Scope of Services, update project schedule, coordinate efforts, review payment procedures and set communication protocols. The Consultant shall take notes at the meeting and submit a draft memo documenting all items discussed to the Owner's Representative for review and comment. The Consultant shall then incorporate all comments provided into a final memo and resubmit.

The Consultant shall provide to the Owner, prior to initial kick-off meeting, a work plan and schedule describing actions to be taken by the Consultant to complete the work required by this Scope of Services. The project work plan and schedule shall be updated periodically as necessary and to the satisfaction of the Owner without additional cost to the Owner.

Schedule

The Consultant shall agree to commence work immediately upon receipt of Notice to Proceed from the Owner and diligently pursue the work as per a schedule to be determined by the Owner's Representative and the Consultant prior to the commencement of the work and as noted below. The work schedule shall be updated from time to time by the Consultant to reflect current conditions at no additional cost to the Owner. The Consultant shall agree to abide by specific timeframes as may be described in task items in the Consultant's Scope of Services and complete all work within the indicated periods.

The Owner has established the following goals for the project schedule:

- The Review and Update to Existing Plans phase should be completed within forty-five (45) days of Notice to Proceed.
- The Bid Support phase should be completed within ninety (90) days of Notice to Proceed.