

RESOLUTION

14-61

No. _____

FEB 20 2014

Date of Adoption _____

Approved as to Form and Legality _____

Factual content certified by _____

City Attorney *Assis. Staff*

Title: ANTHONY ROBERTS, MAYOR'S AIDE

Councilman /woman _____

presents the following Resolution:

RESOLUTION AWARDING A CONTRACT THROUGH FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO SUBURBAN CONSULTING ENGINEERS, 1704 MAXWELL DRIVE, SUITE 304, WALL, NEW JERSEY 07719 FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENT PREPARATION FOR HETZEL FIELD PARK IMPROVEMENTS IN TRENTON, NEW JERSEY FOR THE CITY OF TRENTON, DEPARTMENT OF RECREATION, NATURAL RESOURCES, AND CULTURE IN AN AMOUNT NOT TO EXCEED \$89,340.00 - RFP2013-39

WHEREAS, the City has a need for Professional Architectural and Engineering Services for Design Development and Construction Document Preparation for Hetzel Field Park Improvements in Trenton, New Jersey to 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 October 4, 2013, and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the proposal of Suburban Consulting Engineers, 1704 Maxwell Drive, Suite 304, Wall, New Jersey 07719 in an amount not to exceed of \$89,340.00; was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

WHEREAS, funds in an amount not to exceed \$89,340.00 have been certified to be available in the following account number C-04-07-70-028B-000; and

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 Suburban Consulting Engineers, 1704 Maxwell Drive, Suite 304, Wall, New Jersey 07719.
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
BETHEA	✓				HOLLY WARD		✓			MUSCHAL	✓			
CALDWELL WILSON	✓				MCBRIDE	✓								
CHESTER				✓	REYNOLDS JACKSON	✓								

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

FEB 20 2014

George P. Muschal
President of Council

Richard M. Fairman
City Clerk

PROFESSIONAL SERVICES CONTRACT
RFP # 2013-39
RESOLUTION #14-61

THIS CONTRACT, made this **21ST** day of **FEBRUARY 2014** by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and **SUBURBAN CONSULTING ENGINEERS, 1704 MAXWELL DRIVE, SUITE 304, WALL, NEW JERSEY 07719** ("CONTRACTOR").

WHEREAS, the City has need for **PROFESSIONAL ARCHITECTURAL SERVICES AND ENGINEERING SERVICES** for design, development and construction document preparation for Hetzel Field Park Improvements in Trenton, NJ for the City of Trenton, Department of Recreation, Natural Resources and Culture.

WHEREAS, Contractor agrees to perform **Professional Architectural and Engineering Services** in terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

1. **PROFESSIONAL SERVICES:** The City agrees to retain Suburban Consulting Engineers, 1704 Maxwell Drive, Suite 304, Wall, NJ 07719 For the City of Trenton, Department of Recreation, Natural Resources and Culture.
2. **SCOPE OF SERVICES:** The contractor warrants that the representations made by it regarding its ability and skill level to carry out these services are true. Contractor shall, in a good, professional and workmanlike manner, in conformity with the responsibilities, demands and ethics of their profession, perform all reasonable and necessary services as described as follows:
 - See attached summary pages 54-55
3. **DURATION OF THE CONTRACT:** This contract shall remain in full force effective beginning **February 21, 2014 through February 20, 2015.**

4. **COMPENSATION:**

(a) All work performed by Contractor according to the attached scope of services shall not exceed \$89,340.00.

(b) Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing;

(c) In no event during the terms of this Contract, Contractor's billings shall hereunder exceed the amount set forth in **Resolution No. 14-61**, which is incorporated herein by reference. In the event Contractor anticipates exceeding the aforesaid contract amount, the Independent Contractor, shall give prior written notice to the City of Trenton, Department of Recreation, Natural Resources and Culture.

5. **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.

6. **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.

7. **INTEGRATION:** **RFP2013-39** 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.

8. **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.

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed,

color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

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

Joseph P. Paul VICE PRESIDENT

Suburban Consulting Engineers
1704 Maxwell Drive, Suite 304
Wall, Nj 07719

Seal

Attest: RELY

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

ATTEST:

CITY OF TRENTON

Richard M. Kachmar
RICHARD M. KACHMAR
CITY CLERK

George P. Muschal
HONORABLE GEORGE P. MUSCHAL
ACTING MAYOR

The City of Trenton commissioned spg3 and its consultants to prepare a Physical Needs Assessment for the Hetzel Field Pool Facility. This report is intended to provide the City with the necessary information required to make informed decisions regarding the rehabilitation and/or replacement of the various facility components. This information includes the status of existing conditions, recommendations for improvements, and an order of magnitude cost estimate of the suggested recommendations

The assessment included the visual inspection of the interior and exterior of the building, its structural, electrical, mechanical and plumbing systems, as well as the aquatics including the pool and filtration/ circulation system.

Our assessment found major deficiencies, including the following:

Building Interior and Exterior-

1. Moisture penetration at masonry, coping and flashing
2. Roofing and wall coping are deteriorated and need replacement
3. Restrooms and building entrance are not ADA compliant

Structural Systems-

1. Primary roof supports and portions of roof framing are in need of reinforcement or replacement
2. Portions of masonry walls are in need of repair.
3. Concrete slab at the pool filtration is undermined in areas and should be replaced.
4. Concrete slab at building's common area needs minor repairs.

Mechanical, Electrical and Plumbing Systems-

1. Improve building ventilation.
2. Upgrade electrical service and system controls.
3. Replace bathroom fixtures.
4. Upgrade domestic water distribution to be more durable and serviceable.
5. Provide hot water.

6. Upgrade septic system.
7. Repair storm drainage system.

Aquatic System-

1. The peeling paint indicates that the concrete pool shell is deteriorating and core samples should be taken and tested to determine its structural integrity.
2. The pool leaks up to 3' of water daily from what appears to various locations including: cracks, expansion joints, piping and dump valve.
3. The pool is not ADA compliant
4. Water depths and slope markers are not adequate.
5. Portions of the concrete pool decks have settled creating trip hazards. Trench drains are damaged and have failed.
6. The pump and filters are undersized.
7. Chemical feeders are manual and should be automated to maintain appropriate chemical levels
8. No flow meter is provided as required by code.

Based on the team's findings we are suggesting the following improvement be taken:

1. Structural repairs should be completed as necessary to stabilize and improve the buildings structural integrity.
2. The building should be made weather tight, including new roofing, coping and masonry repairs.
3. The building must be made ADA compliant.
4. New fixtures and finishes should be installed.
5. Mechanical, Electrical and Plumbing systems should be upgraded.
6. Based on the costs of necessary repairs the City should consider complete replacement of the pool shell, deck, and filtration system. Other options may include replacing the existing pool with a spray ground facility. At a minimum, items violating code that are noted in the report should be addressed.