

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2013-163

Council Meeting Date: 05-13-2013

Date Adopted: 05-13-2013

TITLE RESOLUTION ACCEPTING THE PROPOSAL OF KAPUSCINSKI
LUONGO ARCHITECTS OR PROFESSIONAL ARCHITECTURAL
SERVICES – CONSTRUCTION ADMINISTRATION FOR THE JAYCEE
PARK RESTROOM FACILITY PROJECT

Councilperson Galluccio submitted the following resolution, which was duly seconded by Councilperson Madden.

WHEREAS, the Borough of New Providence has a need to acquire Professional Architectural Services – Construction Administration as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19-44A-20.5; and

WHEREAS, Kapuscinski Luongo Architects have submitted a proposal dated May 2, 2013 indicating they will provide professional architectural – construction administration services relating to the Jaycee Park Restroom Facility Project, for an amount not to exceed \$4,000.00; and

WHEREAS Kapuscinski Luongo Architects have completed and submitted a Business Entity Disclosure Certificate which certifies that Kapuscinski Luongo Architects have not made any reportable contributions to a political or candidate committee in the Borough of New Providence in the previous one year, and that the contract will prohibit Kapuscinski Luongo Architects from making any reportable contributions through the term of the contract, and

WHEREAS, the maximum amount of the contract is not to exceed \$4,000.00, and said funds are available and have been certified by the Chief Financial Officer; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-5) requires that the resolution authorizing and awarding of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of New Providence that they hereby agree as follows:

1. The Mayor and Borough Clerk are hereby authorized and directed to execute the attached proposal with Kapuscinski Luongo Architects for Professional Architectural – Construction Administration Services.
2. Such contract is awarded without competitive bids as a "professional service" in accordance with N.J.S.A. 40A:11-5(1) (a) of the Local Public Contracts Law, because the services to be rendered are professional in nature and are unspecifiable as to requirements for performance. Such services must be rendered by a person particularly trained and licensed in this area, which requires extensive specific education and long experience in both the Federal and State procedural requirements.
3. A notice of this action shall be published once in the Courier News.

APPROVED, this 13th day of May, 2013.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
HERN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 13th day of May, 2013.

Wendi B. Barry, Borough Clerk

May 2, 2013

The Borough of New Providence
Engineering Department
360 Elkwood Avenue
New Providence, NJ 07974

ATTN: Andrew R. Hipolit, P.E., Borough Engineer

Re: Request for Proposal
Architectural Services
Construction Administration Phase
Jaycees Park Restrooms
Borough of New Providence
Union County, New Jersey

Dear Mr. Hipolit:

Thank you for the invitation to submit a proposal for architectural services for the construction administration phase for the rest room facility to be located at the Jaycees Park. We are pleased to submit our proposal for architectural services for your consideration.

PROJECT DESCRIPTION:

The proposed project includes the construction administrations services for a public restroom facility to be constructed at Jaycees Park in New Providence.

SCOPE OF WORK:

The scope of work included in this proposal includes the following:

1. CONSTRUCTION ADMINITRATION PHASE:

- Provide construction administration services during the construction of the Jaycee Park Restroom building. This phase of work includes the following items.
- A total of 10 project meetings/site visits, including an initial pre-construction meeting, punch list and punch list completion review.
(15 hours maximum total)
- Shop drawing review.
- Review and certification of charges related to the building of four payment applications submitted by GC.
- Review of change order requests, if required.

CLARIFICATIONS AND EXCLUSIONS:

- A. This proposal includes architectural services. Structural Engineering services include shop drawing review. MEP Engineering services include shop drawing review and site visit for punch list production.
- B. The Borough will be responsible for retaining civil engineering services and will provide construction administration services for those items relating to that work.
- C. Preparation of documents in support of any required submissions to either the Planning Board or the Board of Adjustment or other agency or department are not included and if required will be billed as an additional service. Attendance at these meetings is also excluded.
- D. Additional Services will be billed in accordance with the Schedule of Hourly Rates upon receipt of written approval from the Borough.

ARCHITECTURAL FEES:

Architectural fees for the scope of work listed above will be provided for a fee of \$4,000. This fee includes the services of consultants for structural engineering and MEP.

Reimbursable expenses, such as printing, plotting services, express mail services other than those included above will be billed at 1.15 times invoiced cost.

Additional Services will be billed at an hourly rate in accordance with the attached rate schedule, upon authorization by The Borough.

TERMS AND CONDITIONS:

A requirement of a retainer is waived.

Billing will occur monthly as the work progresses. *Invoices are due in 30 days.* Any invoice remaining unpaid 30 calendar days after invoice date shall be charged interest at the rate of 1% per month (12% APR) from the 30th day. Any invoice remaining unpaid 60 calendar days after the invoice date will result in the suspension and discontinuance of services under this agreement.

Kapuscinski ♦ Luongo Architects will not assume responsibility for the cost of delays caused by a suspension of services due to non-payment by the Owner. Any disputes arising from an invoice must be addressed to the Architect within 10 (ten) days of the invoice date. No drawings will be released to any local, municipal, state or federal agency until all accounts are current.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be submitted in writing to the other party to this Agreement and with the American Arbitration Association. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

All documents prepared by Kapuscinski ♦ Luongo Architects pursuant to this agreement are instruments of service and Kapuscinski ♦ Luongo Architects retain ownership and title interest in them. The client will be provided with record paper copies of all pertinent documents produced under this agreement or digital files only as specifically enumerated in this proposal. All documents will remain on record at the Architect's office. Any reuse by the client or others without the written authorization from the Architect for the specific use intended is at the client's own risk and without liability or legal exposure to the Architect. The Architect retains all rights to photograph and publish the completed project.

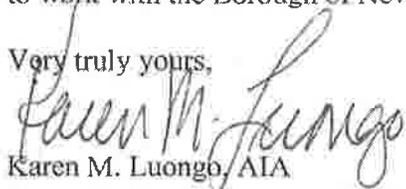
Changes made to the content of the Construction Documents by the Owner and/or Contractor without the prior written approval of the Architect will not be certified by the Architect as approved to any agents of Municipal, State or Federal departments having jurisdiction over the construction.

Specifically excluded from the scope of this agreement are services in connection with any environmental hazards including, but not limited to, asbestos, lead paint, oil tanks, contamination, mold, etc.

Should The Borough elect not to proceed with the project at any point, upon written notice to the Architect, all work will be stopped and you will only be responsible for payment of fees and expenses incurred to that point. Either party, without cause, upon seven days written notice may terminate this agreement.

Thank you for inviting our firm to submit a proposal for this project. As longstanding members of this business and residential community we would welcome the opportunity to work with the Borough of New Providence on this project.

Very truly yours,


Karen M. Luongo, AIA
Kapuscinski ♦ Luongo Architects

SCHEDULE OF HOURLY RATES

Principal	\$180.00
Associate	\$120.00
Project Architect	\$100.00
Architectural Drafting	\$ 65.00 - \$80.00
Administration	\$ 50.00