



Legislation Text

File #: 23-1593, Version: 1

Dept./ Agency: Economic and Housing Development

Action: () Ratifying (X) Authorizing () Amending

Type of Service: Architectural Services for Mulberry Commons Pedestrian Bridge

Purpose: To provide for a contract amendment to add additional services

Entity Name: Sage and Coombe Architects, LLP

Entity Address: 12-16 Vestry Street, 5th Floor, New York, New York 10013

Contract Amount: Not to exceed \$3,457,090.48.

Funding Source: Bond Proceeds

Contract Period: Until completion in accordance with N.J.S.A. 40A:11-15(9)

Contract Basis: () Bid () State Vendor (X) Prof. Ser. () EUS

() Fair & Open (X) No Reportable Contributions () RFP () RFQ

() Private Sale () Grant () Sub-recipient () n/a

Additional Information:

WHEREAS, on February 7, 2017, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the City of Newark adopted Resolution 7R1-a (s/as) authorizing the Business Administrator to enter into and execute a professional services contract with Sage and Coombe Architects, LLP, 12-16 Vestry Street, 5th Floor, New York, New York 10013 (the "Architect"), in the amount not to exceed \$1,704,592.00, to provide architectural services for the design and construction of a new municipal park located between Mulberry Street and the western edge of McCarter Highway for the project now known as the Mulberry Commons Park Project (the "Project"), for a 1 year term from August 15, 2016 through August 14, 2017; and

WHEREAS, the Project remained ongoing through mid-2017, and the City of Newark, Department of Economic and Housing Development, by Resolution 7R2-c (s/as) adopted on June 26, 2018, authorized entry into a new contract with the Architect to continue to provide professional architectural services until the contract is completed for an increased amount of \$989,484.48 for a revised total contract amount not to exceed \$2,694,076.48; and

WHEREAS, during the 15% Design Phase of the Project, the Architect learned of apparent platform movement and/or settlement and cracking issues at the Newark Penn Station platforms that must be addressed if the Project design is to proceed; and

WHEREAS, due to these unforeseen issues, the Architect must evaluate the existing conditions, assess the damage to the platforms due to the settlement, provide repair details to bring the platform surface to the correct elevation, and provide recommendations for remedial measures to prevent future movement and damage to the platforms (the "Platform Work"), which work was not included in the original scope of the Project; and

WHEREAS, on February 16, 2022, revised on October 7, 2022, the Architect filed an Additional Service Proposal with the City in connection with the Platform Work stating the facts

involved and requesting an increase in the contract amount of \$125,706.00 to cover the Platform Work, to be paid in a lump sum fee; and

WHEREAS, during the 15% Design Phase of the Project, the Architect learned that “as-built” drawings for the McCarter Highway (Route 21) Bridge do not exist and therefore critical information as to the structural capacity of the existing bridge and its foundation is unknown; and

WHEREAS, to proceed with the Project design, the Architect must determine the foundation type, foundation capacity, as well as steel capacity of the existing McCarter Highway overpass and abutments through a combination of geotechnical borings and a 3D Scan/Survey of the existing bridge (the “Capacity Work”), which work was not included in the original scope of the Project; and

WHEREAS, on February 15, 2022, revised on October 7, 2022, the Architect filed an Additional Service Proposal with the City in connection with the Capacity Work stating the facts involved and requesting an increase in the contract amount of \$173,130.00 to cover the Capacity Work, to be paid in a lump sum fee; and

WHEREAS, the Architect’s schedule was unexpectedly delayed for more than 24 months following its submission of the 15% Mulberry Commons Phase 2 documents to the City on October 16, 2020, which delay caused increased costs for the Architect, its team of ten sub-consultants, and direct expenses totaling \$464,178 (the “Delay Costs”); and

WHEREAS, on February 16, 2022, revised on October 7, 2022, the Architect filed an Additional Service Proposal with the City in connection with the Delay Costs stating the facts involved and requesting an increase in the contract amount of \$464,178 to cover the Delay Costs to be paid as follows:

30% Design	\$99,940.00
60% Design	\$106,978.00
90% Design	\$96,658.00
100% Design	\$53,390.00
Construction Administration	\$107,212.00

;and

WHEREAS, the Architect has provided back-up materials documenting the need for and cost of the Platform Work, Capacity Work, and Delay Costs, which materials have been reviewed and verified by Gilbane Building Company, the City’s project management firm, and approved by staff at the Department of Economic and Housing Development; and

WHEREAS, the above-referenced architectural professional services are exempt from the public bidding requirements of the Local Public Contracts Law, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), because these services are to be rendered by a person (or persons) authorized by law to practice a recognized profession, whose practice is regulated by law, and the performance of which services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study as distinguished from general academic instruction; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that a notice

of the award of contracts for "Professional Services" without competitive bidding must be published in a local newspaper; and

WHEREAS, this contract is for an amount over \$17,500.00 and is being awarded as a non-fair and open contract in accordance with N.J.S.A. 19:44A-20.5; and

WHEREAS, Sage and Coombe Architects, LLP, has completed and submitted a Business Entity Disclosure Certificate certifying that Sage and Coombe Architects, LLP has not made any reportable contributions to a political or candidate committee in the City of Newark in the previous one year, and its contracts for accounting, tax and related financial reporting services with the City will prohibit Sage and Coombe Architects, LLP from making any reportable contributions through the term of the contract; and

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY, THAT:

1. The above recitals are incorporated by reference as if fully set forth herein.
2. The Mayor and/or his designee, the Deputy Mayor/Director of the Department of Economic and Housing Development, are hereby authorized on behalf of the City of Newark, to enter into a contract with Sage and Coombe Architects, LLP, 12-16 Vestry Street, 5th Floor, New York, New York 10013, for continued architectural services including but not limited to the Platform Work, the Capacity Work, and Delay Costs, and to increase the contract amount to continue services by \$763,014.00 for a revised total contract amount not to exceed \$3,457,090.48 for the Mulberry Commons Park Project, for the period of January 26, 2023 until the contract is completed in accordance with N.J.S.A. 40A:11-15(9).
3. This contract is ratified from January 26, 2023 until the adoption of this authorizing resolution.
4. This contract is being awarded pursuant to the non-fair-and-open procedures of the Pay-to-Play Law N.J.S.A. 19:44A-20.5 and pursuant to N.J.S.A. 40A: 11-5(1)(a)(i) because these services are to be rendered by a person (or persons) whose performance requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study, as distinguished from general academic instruction.
5. Sage and Coombe Architects, LLP has completed and submitted Business Entity Disclosure Certificate, which certify that Sage and Coombe Architects, LLP, has not made any reportable contributions to a political or candidate committee in the City of Newark in the previous one year, and their contracts for accounting, tax and related financial reporting services with the City will prohibit Sage and Coombe Architects, LLP from making any reportable contributions through the term of the contract.
6. The Determination of Value is attached.
7. Pursuant to Bond Resolution 7R4-a(s), adopted by the Municipal Council of the City of Newark on November 9, 2021, and amended and supplemented by Bond Resolution 7R4-a(s), adopted on October 25, 2022, the City of Newark authorized and provided for the issuance

and sale of \$110,000,000.00 of Mass Transit Access Tax Revenue Bonds secured by a 3.5% Mass Transit Access Tax, and the City entered into a Trust Indenture pursuant to which the City issued \$15,000,000.00 of Mass Transit Access Tax Revenue Project Notes, Series 2021 (Mulberry Pedestrian Bridge Redevelopment Project) (City Secured), dated December 9, 2021, pursuant to Section 714 of the Trust Indenture, from which the Architect's fees will be paid. Accordingly, no Certification of Funds is needed.

8. The fully executed contract; the Determination of Value and the Business Entity Disclosure Certificate shall be filed by the Director of the Department of Economic and Housing Development in the Office of the City Clerk and the same shall be made available for inspection.
9. There shall be no advance payments made against this contract in accordance with N.J.S.A. 40A:5-16.
10. No changes to this contract are allowed without prior Municipal Council approval.
11. A Notice of this action shall be published in the newspaper authorized by law to publish a legal advertisement and as required by law within ten (10) days of adoption of this Resolution.
12. As required by the State Law, the City Clerk shall provide the appropriate notice of the award of the contract to the State Comptroller no later than 20 business days following such award, in accordance with N.J.S.A. 52:15C-10(a) and the Notice of the Office of the State Comptroller dated May 7, 2008.

STATEMENT

This Resolution ratifies, amends and authorizes the Mayor and/or his designee, the Director of the Department of Economic and Housing Development, on behalf of the City of Newark, to enter into a professional services contract with Sage and Coombe Architects, LLP, 12-16 Vestry Street, 5th Floor, New York, New York 10013, for architectural services, for the Mulberry Commons Park Project, for the period of January 26, 2023 until the contract is completed in accordance with N.J.S.A. 40A:11-15(9), for an increased amount not to exceed Seven Hundred Sixty-Three Dollars and Fourteen Cents (\$763,014.00) for a revised total contract amount not to exceed Three Million Four Hundred Fifty- Seven Thousand, Ninety Dollars and Forty-Eight Cents (\$3,457,090.48).