



UNION COUNTY IMPROVEMENT AUTHORITY

1499 US Highway One, North, 3rd Floor
 Rahway, New Jersey, 07065
 www.ucimprovementauthority.org
 (732) 382-9400 (732) 382-5862 fax

Resolution No. 75-2017

Date: December 6, 2017

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
 APPROVING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT
 TO PINNACLE CONSULTING & CONSTRUCTION SERVICES, INC. FOR
 BUILDING FEASIBILITY STUDIES AND SITE ASSESSMENT.**

APPROVED AS TO FORM:
 Lisa M. da Silva, RMC
 Clerk of the Authority

APPROVED AS TO SUFFICIENCY OF FUNDS
 YES NO NONE REQUIRED
 UNION COUNTY IMPROVEMENT AUTHORITY

Lisa M. da Silva

M. W. B. [Signature]

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Bornstad, Treasurer</i>	✓		✓				
<i>D'Elia</i>	✓		✓				✓
<i>Hockaday</i>	✓		✓				
<i>Huff</i>	✓		✓				
<i>Lattimore</i>		✓					
<i>Salerno, Secretary</i>	✓		✓			✓	
<i>Szpond</i>	✓		✓				
<i>Rountree, Vice Chairwoman</i>	✓		✓				
<i>Scutari, Chairman</i>	✓		✓				

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
APPROVING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT
TO PINNACLE CONSULTING & CONSTRUCTION SERVICES, INC. FOR
BUILDING FEASIBILITY STUDIES AND SITE ASSESSMENT.**

WHEREAS, the Union County Improvement Authority (the “Authority”) has been duly created by an Ordinance of the Board of Chosen Freeholders (the “Freeholders”) of the County of Union, State of New Jersey (the “County”) duly adopted as a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (the “Act”); and

WHEREAS, the Freeholders reviewed and approved a shared services agreement (the “Shared Services Agreement”) between the County and the Authority for the purposes of conducting a Space Utilization Study (“Study”) on behalf of the County and to prepare the County’s Strategic Planning Services Report (“Report”); and

WHEREAS, on or about October 19, 2015, the County and the Authority executed the Agreement; and

WHEREAS, the Freeholders approved an amendment to the Shared Services Agreement authorizing the County to provide the Authority with an amount to engage the services of a professional consultant to perform a building feasibility study and site assessment and other professional services related to the Study; and

WHEREAS, the Authority now desires to authorize the Executive Director to award a contract to a professional consultant to perform building feasibility and site assessment study proposal related to the Study in accordance with the Amended Agreement; and

WHEREAS, at the request of the Authority, on December 5, 2017 Pinnacle submitted a proposal to perform work required by the Authority not to exceed \$84,000.00 pursuant to its proposal, a copy of which is attached hereto and made a part hereof as **EXHIBIT A**; and

WHEREAS, the Authority has reviewed Pinnacle’s Proposal and now desires to award Pinnacle a fair and open Contract and hereby authorizes the Executive Director to execute a Contract between the Authority and Pinnacle in accordance with the Proposal, a copy of which is attached hereto as **Exhibit B**.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Authority as follows:

1. The foregoing recitals are incorporated herein as if set forth at length; and
2. The Executive Director is hereby authorized and directed to execute a Contract between the Authority and Pinnacle to perform a building feasibility study and site assessment and other professional services related to the Study for a total amount not to exceed \$84,000 in accordance with Pinnacle's Proposal, a copy of which is attached hereto as **Exhibit B**; and
3. The Executive Director is hereby authorized and directed to take any and all actions necessary to execute the Contract; and
4. The Executive Director is hereby authorized to take any and all actions necessary to implement the Contract; and
5. This resolution shall take effect immediately.

Exhibit A



December 6, 2017

Dan Sullivan
Executive Director
Union County Improvement Authority
1499 Routes 1 & 9 North
Rahway, NJ 07065

Re: Building Feasibility and Site Assessment Study Proposal

Dear Dan,

In accordance with your request, Pinnacle is pleased to provide a proposal for Building Feasibility Studies and Site Assessment at three identified locations within the County of Union. Services will include renovation cost estimating of existing County spaces versus new construction of a proposed Administration building (approx. 150,000 s.f.) in order to determine the most cost effective project approach.

- Old Jail Renovation (Consolidate Probation to Courthouse Complex)
- Administration Renovation (Consolidation of Human & Social Services)
- Demolition of Existing Garage

The County of Union has previously contracted with Colliers International which has provided reports on Strategic Planning Services and a Real Estate Strategic Plan. Pinnacle will coordinate their work with Colliers International in order to supplement the findings in these reports.

Based upon this understanding and scope, please find listed below a Scope of Work for each of the Feasibility Studies to be prepared and a Fee Proposal for the cost of the services to be provided.



Services to be Provided

Pinnacle as the Program Manager will issue a Report to include:

- Scope of Work
- Preliminary Cost Estimate
- Master Schedule

It is understood that a separate feasibility study will be provided for each of the three County Buildings.

Services of Pinnacle Sub-Consultants

- Hazardous Material Survey of the Old Jail
- Planning Design and Renovation of the Old Jail
- Study of Material Storage Requirements
- Detailed Programming and workplace strategy study for the Administration Building
- Detailed Programming and workplace strategy study for probation.
- Detailed Programming and workplace strategy study for Human and Social Services.
- Parking study to identify increasing parking demand in the Courthouse area and planning for same.

Additional Services for Pinnacle Sub-Consultants to be approved by UCIA as needed.

Fee Proposal

Based on the above referenced services, Pinnacle is pleased to provide on all inclusive lump sum fee of eighty four thousand dollars (\$84,000.00) at \$28,000 for each of the three feasibility studies to be billed upon completion and issuance to the UCIA.

Pinnacle Sub-Consultant invoicing and payment to be determined as needed and approved by the UCIA.

We look forward to the opportunity to discuss our Proposal and Project Approach in further detail and the opportunity to provide the services identified. Please call if you require any additional information.

Sincerely,



Robert Pasqual

President

PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN
UNION COUNTY IMPROVEMEMNT AUTHORITY
AND
PINNACLE CONSULTING & CONSTRUCTION SERVICES, INC.

THIS AGREEMENT, dated as of December 5, 2017 by and between the Union County Improvement Authority, 1499 Routes 1 and 9, Rahway, New Jersey 07065 (the "Authority") and Pinnacle Consulting & Construction Services, Inc., One Gateway Center, Suite 2600, Newark, New Jersey 07102 ("Pinnacle" or the "Professional").

WITNESSETH:

WHEREAS, the Union County Improvement Authority (the "Authority") has been created by resolution of the Board of Chosen Freeholders of the County of Union, New Jersey (the "County"), as a public body corporate and politic of the State of New Jersey, pursuant to and in accordance with the County Improvement Authorities Law, N.J.S.A. 40:37A-44 et seq. (the "Act"), and the acts amendatory thereof and supplemental thereto: and

WHEREAS, the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1, et seq., permits local government units such as the County and the Authority share services for particular purposes and effectuate agreements for any service or circumstance that will aid and encourage the goals and obligations of each: and

WHEREAS, on or about October 19, 2015, the County and the Authority entered into a shared services agreement (the "Agreement") for the purposes of conducting a Space Utilization Study ("Study") on behalf of the County and to prepare the County's Strategic Planning Services Report ("Report"); and

WHEREAS, the Freeholders approved an amendment to the Agreement (the "Amended Agreement") authoring the County to provide the Authority to award a professional service contract for work related to the Study; and

WHEREAS, the Authority is now in need of real estate consulting, architectural and other professional services (the "Professional Services"); and

WHEREAS, at the request of the Authority, on December 5, 2017 Pinnacle submitted a proposal to perform work required by the Authority pursuant to its proposal, a copy of which is attached hereto and made a part hereof as **EXHIBIT A**; and

WHEREAS, pursuant to Resolution __-2017, the Authority authorized the Executive Director to execute a Professional Services Agreement with Pinnacle in accordance with the Proposal for an amount not to exceed \$84,000; and

WHEREAS, the Authority and Pinnacle wish to enter into this Agreement to set forth the services to be rendered by Pinnacle, and the compensation to be paid for the Services.

NOW THEREFORE, the Parties hereto, each intending to be legally bound herein, do mutually agree as follows:

1. Scope of Services. Pinnacle hereby agree to perform the renovation cost estimate in order to determine the most cost effective project approach of the following County Spaces: Old Jail Renovation, Administration Renovation, and Demolition of Existing Garage and other professional services for the purpose of conducting a Building Feasibility Study and Site Assessment ("Study") on behalf of the County and to prepare the Scope of Work, Preliminary Cost Estimate, and Master Schedule in a Report ("Report") (collectively, the "Services"), and shall include, but not be limited to, those services set forth in the Proposals, a copy of which are attached hereto as **Exhibit A**.
2. Services of Sub-Consultants. Services of Pinnacle Sub-Consultants include: Hazardous Material Survey of the Old Jail, Planning Design and Renovation of the Old Jail, Study of Material Storage Requirements, Detailed Programming and workplace strategy study for Administration Building, Detailed Programming and workplace strategy study for Human and Social Services, Parking study to identify increasing parking demand in the Courthouse area and planning for same. Additional Services for Pinnacle Sub-Consultants to be approved by UCIA as needed. Pinnacle personnel shall not be employees or have any other contractual relationship with the Authority.
3. Term. The term of the Agreement shall be one (1) year, commencing on December 6, 2017 and ending December 6, 2018, unless otherwise extended or terminated in writing.
4. Compensations. The Authority shall compensate Pinnacle for the Services in accordance with the fee schedule set forth in **Exhibit B** attached hereto, in an amount not to exceed \$84,000.
5. Affirmative Action. During the performance of the Agreement, Pinnacle shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, and N.J.S.A. 10:5-1, et seq., N.J.A.C. 17:27-1.1, et seq. and N.J.A.C. 6:4-1.6, as set forth in Schedule A to this Agreement. Pinnacle also agrees to afford equal opportunity in performance of the Agreement in accordance with an affirmative action program approved by the State Treasurer.
6. Professional's Representations. Pinnacle makes the following representations and covenants:
 - (a) Pinnacle has the legal capacity to enter into this Agreement and perform each of its undertakings herein set forth;
 - (b) Pinnacle is a duly organized and validly existing legal entity an

has duly adopted the necessary resolutions approving and authorizing the execution and delivery of this Agreement and authorizing and directing the persons executing this Agreement to do so for and on its behalf;

(c) To the best of Pinnacle's knowledge, there is no action, proceeding or investigation now pending, no any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in such entity's authority, property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of the Agreement;

(d) Pinnacle's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any partnership and/or stockholder agreement or any agreement, mortgage, indenture, instrument or judgement, to which it is a party.

7. Authority's Representations. The Authority makes the following representations and warrants:

(a) This Agreement has been duly authorized by its Governing Body according to law, and upon execution by its Executive Director, it shall be valid and binding upon the Authority;

(b) To the best of the Authority's knowledge, there is no action, proceeding or investigation now pending, no any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in such entity's authority, property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of the Agreement;

8. Default and Termination.

(a) Event of Default by the Professional. The following shall constitute Events of Default by Pinnacle unless such event results from the occurrence of an Uncontrollable Circumstance of the fault of the Authority or any third party:

(i) The persistent and repeated failure(s) of Pinnacle to timely perform any material obligation under the terms of this Agreement subsequent to its receipt of a written notice from the Authority of such persistent and repeated failure(s) to perform, and Pinnacle has not within 20 days, cured or attempted to commenced a cure of such failure;

(ii) (1) Pinnacle being or becoming insolvent or bankrupt or ceasing to pay its debts as the mature or making and arrangement with or for the benefit of its creditors or consenting to or acquiescing the appointment of a receiver,

trustee or liquidator for substantial part of its property, or (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding is instituted by Pinnacle under the laws of any jurisdiction or against Pinnacle if it does not take appropriate action to dismiss said proceedings within 30 days of the institution of such proceedings, or (3) and action or answer by Pinnacle approving of, consenting to, or acquiescing in, any such proceeding, or (4) the levy of any distress, execution or attachment upon the property of Pinnacle that shall substantially interfere with its performance hereunder;

(iii) Breach of any material representations by Pinnacle set forth in the Agreement, and failure to remedy such breach for a period of 30 days after written notice thereof has been provided by the Authority specifying such failure and requesting that such condition be remedied;

(b) Events of Default by the Authority. The following shall constitute Events of Default by the Authority unless such events results from the occurrence of an Uncontrollable Circumstance or the fault of Pinnacle or any third party:

(i) The persistent and repeated failure(s) of the Authority to timely perform any material obligation under the terms of this Agreement subsequent to receipt by the Authority of a written notice from Pinnacle of such persistent and repeated failure(s) to perform, and the Authority has not within 20 days, cured or attempted to commenced a cure of such failure;

(ii) Breach of any material representations by the Authority set forth in the Agreement, and failure to remedy such breach for a period of 30 days after written notice thereof has been provided by Pinnacle specifying such failure and requesting that such condition be remedied;

(c) Initial Remedy in the Event of Default. Except as otherwise provided in this Agreement, in the event of a defaulting party shall, within 20 days of receiving written notice from the other, proceed to commence to cure or remedy the default. In case such action is not taken or not diligently pursued, or the default shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceeding as may be necessary or desirable in its opinion to cure and remedy the default, including, but no limited to, proceedings to compel specific performance by the defaulting party.

9. Termination by the Authority. The Authority may, in its sole discretion, terminate this Agreement upon ten days prior written notice to Pinnacle of such termination, which shall specify the effective date on which the Agreement will be terminated. Upon termination the Authority shall pay Pinnacle for Services rendered up to the date of termination in accordance with the provisions of Paragraph 4 hereof. Pinnacle shall release to the Authority each and every document in its possession relating to or regarding the Services.

10. Insurance. Throughout the Term, the Professional shall maintain the

insurance coverage set forth below. Such insurance shall be obtained from insurance companies authorized to do business in the State and with a Best's rating of at least "B+" or the equivalent.

(a) Workers Compensations: Statutory requirements.

(b) Comprehensive AL/GL, Bodily Injury, and Property Damage: with a certificate of insurance specifying as a minimum, Broad Form Property Damage Contractual Liability (Broad Form) including Third-Party Coverage and Personal Injury insurance combined single limits of \$1,000,000 per occurrence \$2,000,000 aggregate, and in no case less than \$1,000,000 per person.

(c) Professional Liability Insurance: Minimum \$1,000,000 per claim and a \$2,000,000 annual aggregate limit of liability.

(d) Form and Content: Except with respect to the professional liability insurance policy, all policies, binders or interim insurance contracts with respect to the insurance coverage be maintained by Pinnacle shall:

(i) Designate the Authority, its offices employees and agents (except in the case of Workers' Compensation insurance) as additional insureds;

(ii) Provide that there shall be no recourse against the Authority for payment of premiums or commissions or any additional premiums or assessments;

(iii) Provide that such insurance shall be primary insurance without any right of contribution from any other insurance carried by the Authority or Pinnacle with contingent and/or excess liability insurance with respect to its interest in the Project and such insurance shall expressly provide that all provisions thereof (except the limits of liability, which shall be applicable to all insureds as a group and liability for premiums) shall operate in the same manner as if each were a separate policy covering each insured;

(iv) Provide that the Authority shall be furnished with at least 30 days prior written notice by registered mail, return receipt requested, of any cancellation, expiration or non-renewal of coverage and that no cancellation, expiration or non-renewal shall be effective absent such notice;

(v) Waive any right of subrogation of the insurers against the Authority or Pinnacle and any right of the insurers to any set off or counterclaim on any other deduction, whether by attachment or otherwise, in respect of any liability of such person/party insured un such policy.

(e) Prior to the date on which Pinnacle shall begin the Services, it shall provide the Authority with certificates of insurance that evidence compliance with the requirements stated above. Thereafter, new or renewal certificates shall be delivered at least 30 days prior to expiration of the current policy. If Pinnacle shall fail or neglect to obtain or to maintain (or cause same to be obtained or maintained) any insurance that it is required to provide or to furnish the Authority with satisfactory evidence of coverage on any such policy, the Authority may purchase such insurance if Pinnacle fails to do so within five days after receipt of written notice from the Authority of the lack of required coverage. Any such payments made by the Authority shall be recoverable from Pinnacle immediately upon demand by the Authority.

11. Indemnification and Hold Harmless. Pinnacle and its consultants agree to indemnify and defend, to the fullest extent possible, and hold harmless the Authority, and its officers, employees, and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgements, awards, losses, damages, costs and expenses, including reasonable attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of any property, but only to the extent of arising out of Pinnacle negligent acts or omissions in connection with the performance of the Services.

12. Notices. Any notice or communication which is required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, with a copy sent by nationally recognized overnight delivery service providing for receipt against delivery courier, or telecopy (with a copy sent by one of the other means of delivery), as follows:

To Pinnacle: Robert Pasqual, President
 Pinnacle Consulting & Construction Services, Inc.
 One Gateway Center, Suite 2600
 Newark, New Jersey 07102
 973-353-6218

To Authority: Mr. Daniel P. Sullivan, Executive Director
 Union County Improvement Authority
 1499 Routes 1 and 9
 Rahway, New Jersey 07065

13. Waiver. The waiver by either party of a default or a breach of any provisions of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach of such provision or any other provision. The making or the acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

14. Modifications. The provisions of this Agreement may be modified or amended only by written agreement duly executed by both parties.

15. Headings. Captions and headings in the Agreement are for ease of

reference only and do not constitute a part of this Agreement nor shall they affect the interpretation thereof.

16. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey. Any litigation that may result from a dispute between the parties concerning this Agreement and the rights and obligations of the parties thereto shall be venued in the courts of the State of New Jersey or the United States District Court for the District of New Jersey, as applicable.

17. Counterparts. This Agreement may be executed in more than one counterparts, each of which shall be determined to be an original but all of which taken together shall constitute on and the same instrument.

18. Severability. In the event that any provisions of the Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall use their best efforts to negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

19. Third Party Relationships. Nothing contained in the Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third-party against either the Authority or the Professional.

20. Entire Agreement. This agreement constitutes the entire agreement and understanding of the parties with respect to their rights and obligations hereunder. There terms of Pinnacle's Proposal are incorporated herein and made a part of the Agreement as though the Proposal was set for in full herein. In the event of a conflict between this Agreement and the terms of Pinnacle's Proposal, the terms of this Agreement shall prevail.

21. Dispute Resolution. Any and all disputes arising out of this Agreement shall be submitted to an alternative dispute resolution practice such as mediation, binding arbitration or non-binding arbitration, pursuant to industry standards, prior to being submitted to a court for adjudication. The alternative dispute resolution practices shall not apply to any dispute concerning any subcontracts to be entered into pursuant thereto. Notwithstanding the foregoing, nothing contained herein shall prevent the Authority from seeking injunctive or declaratory relief from court competent jurisdiction, at any time.

IN WITNESS WHEREOF, the Authority, by resolution duly adopted, has caused this Agreement to be approved, executed, and the Authority and Pinnacle have caused this Agreement to be executed on the day and year first above written.

UNION COUNTY IMPROVEMENT AUTHORITY

ATTEST:

By: _____

By: _____
Daniel P. Sullivan, Executive Director

Pinnacle Consulting & Construction Services,
INC.

By: _____
Robert Pasqual, President