

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. 68-2017

Date: November 1, 2017

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
APPROVING AN AMENDMENT TO THE SHARED SERVICES AGREEMENT
WITH THE PARKING AUTHORITY OF THE CITY OF ELIZABETH IN
CONNECTION WITH THE CONSTRUCTION OF IMPROVEMENTS TO SAID
OFFICE SPACE LOCATED AT 17 CALDWELL PLACE IN ELIZABETH**

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.

	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>	✓		✓				

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WHEREAS, the Union County Improvement Authority (the "UCIA") 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 City of Elizabeth created the Parking Authority (the "Parking Authority") Pursuant to an Ordinance passed by the City Council on October 24, 1952; and amended by Ordinance adopted January 9, 1979 pursuant to NJSA 40:11A; and

WHEREAS, on or about June 14, 2017, the UCIA and the Parking Authority executed a Shared Services Agreement for the leasing, designing, financing and constructing of property owned and operated by the Parking Authority at 17 Caldwell Place in Elizabeth; and

WHEREAS, the UCIA has reviewed the Netta Architect October 16, 2017 Final Construction Cost Estimate and now desires to amend the Shared Services Agreement with the Parking Authority and hereby authorizes the Executive Director to execute an Addendum to the Contract between the UCIA and the Parking Authority in accordance with the Final Construction Cost Estimate, a copy of which is attached hereto as **Exhibit A**.

WHEREAS, the UCIA and the Parking Authority wish to amend their Shared Services Agreement to include the October 16, 2017 Final Construction Cost Estimate by Netta Architects in an Amount Not to Exceed \$3,123,700.00;

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 an Addendum to the Contract between the Authority and the City of Elizabeth Parking Authority to incorporate the Final Construction Cost Estimate dated October 16, 2017 from Netta Architects for an amount not to exceed \$3,123,700.00, a copy of which is attached hereto as **Exhibit A**; and
3. The Executive Director is hereby authorized and directed to take any and all actions necessary to execute the Addendum to 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.

UNION COUNTY IMPROVEMENT AUTHORITY

Addendum to Shared Services Agreement between the Union County Improvement Authority and the Parking Authority of the City of Elizabeth dated June 14, 2017.

UCIA: Union County Improvement Authority
1499 Route 1 and 9 North
Rahway, New Jersey 08512
Attention: Daniel P. Sullivan, Executive Director

PARKING AUTHORITY OF THE CITY OF ELIZABETH:

Parking Authority of the City of Elizabeth
233 Commerce Place
Elizabeth, New Jersey 07021
Attention: Carla A Mazza, Executive Director

Date of Shared Services Agreement (the "Agreement"): June 14, 2017

- A) Paragraph 3. Compensation. shall be amended to include the October 16, 2017 Final Construction Cost Estimate of Netta Architects which shall be annexed to the June 14, 2017 Shared Services Agreement as **Exhibit B** and made a part thereof, and Paragraph 3 is hereby amended in its entirety to read as follows:

"3. Compensation. The UCIA agrees to provide the Services herein to the Parking Authority in exchange for the sum of not to exceed \$50,000.00 to be paid to the UCIA either (1) at the time of financing of the improvements or (2) if a financing of the improvements is not necessary, then by the Parking Authority upon receipt of periodic vouchers from the UCIA.

In addition, the Parking Authority shall make payment to the UCIA, or any designee that the UCIA designates for payment in writing to the Parking Authority, in accordance with the Final Construction Cost Estimates set forth in **Exhibit B** in an Amount Not to Exceed \$3,123,700.00. The Parking Authority shall not be required to make payment in excess of such amount of \$3,123,700.00 unless agreed to in writing by the Parking Authority. The Parties intend and agree that the UCIA shall cause the work set forth in **Exhibit B** to be completed in the event that payment in excess of the \$3,123,700.00 is required. "

B) In all other respects, the Agreement remains the same. In case of conflict between any of the provisions of this Addendum and of the Agreement, the provisions of this Addendum shall control.

IN WITNESS WHEREOF, the parties have signed this Addendum as of the date of the Agreement.

ATTEST:

UNION COUNTY IMPROVEMENT
AUTHORITY

Lisa DaSilva, Clerk

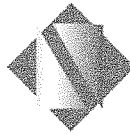
By: _____
Daniel P. Sullivan, Executive Director

WITNESS:

PARKING AUTHORITY OF THE CITY OF
ELIZABETH

By: _____
Carla A. Mazza, Executive Director

Exhibit “A”



NETTAARCHITECTS

Parking Authority of the City of Elizabeth
Interior Tenant Fit-Out
17 Caldwell Place, Elizabeth, NJ

Final Construction Cost Estimate – October 16, 2017
Square Footage of Construction – 15,950 sf

Division 0 General Requirements		
Mobilization	\$	75,000.00
Insurance	\$	50,000.00
General Conditions	\$	285,000.00
Division 02 Demolition		
Selective Demolition	\$	5,000.00
Division 03 Concrete		
Concrete Floor Preparation	\$	28,000.00
Concrete Coring	\$	20,000.00
Division 04 Masonry		
Miscellaneous CMU Patching	\$	15,000.00
Division 05 Metals		
Cold Form Metal Framing and Furring	\$	125,000.00
Division 06 Carpentry		
Rough Carpentry	\$	20,000.00
Finish Carpentry	\$	30,000.00
Division 07		
Joint Sealant	\$	10,000.00
Insulation	\$	85,000.00
Sound Proofing	\$	28,000.00
Firestopping	\$	40,000.00
EPDM Repair	\$	5,000.00
Division 08 Openings		
Aluminum Storefront Doors	\$	20,000.00
Door and Frames	\$	160,000.00
Hardware	\$	64,000.00
Accessories	\$	10,000.00
Division 09 Finishes		
Gypsum Board	\$	165,000.00
Stone Tile	\$	15,000.00
Carpeting (Tile)	\$	205,000.00
4" Rubber Base	\$	26,000.00

Porcelain Tile	\$	12,000.00
Interior Painting	\$	70,000.00
Acoustical Ceilings	\$	128,000.00
Resilient Flooring	\$	20,000.00
Division 10/11 Specialties/Equipment		
Appliances	\$	4,500.00
Window Blinds	\$	8,000.00
Casework	\$	7,000.00
Simulated Stone Counter Tops	\$	5,000.00
Signage	\$	10,000.00
Closet Shelving	\$	5,000.00
Division 12 Furnishings		
Entrance Floor Mats	\$	3,000.00
Division 21 Fire Suppression		
Redistribution and Additional Sprinkler Heads	\$	115,000.00
Division 22 Plumbing		
Plumbing	\$	71,500.00
Division 23 Mechanical		
HVAC	\$	295,000.00
Division 25 Electrical		
Electrical System	\$	290,000.00
Fire Alarm	\$	50,000.00
Fire Protection	\$	30,000.00
Data Wiring and Certified Termination*	\$	60,000.00
Division 28 Surveillance		
Electronic Access Control**	\$	40,000.00
Surveillance Cameras	\$	14,000.00
TOTAL CONSTRUCTION		\$ 2,724,000.00

SOFT COSTS

A/E Fee	\$	272,000.00
Developer's Fee	\$	127,000.00
Bonds (.02%)	\$	62,000.00
Construction Management (Jingoli)	\$	65,000.00
TOTAL		\$ 3,123,700.00

*As required by the State of New Jersey

**Allowance (Maffey's)

Exhibit “B”

SHARED SERVICES AGREEMENT
By and Between the
UNION COUNTY IMPROVEMENT AUTHORITY
and the
PARKING AUTHORITY OF THE CITY OF ELIZABETH

**CONCERNING THE LEASING OF CERTAIN OFFICE SPACE AS WELL AS THE DESIGN,
FINANCING AND CONSTRUCTION OF IMPROVEMENTS TO SAID OFFICE SPACE
LOCATED AT 17 CALDWELL PLACE IN ELIZABETH.**

THIS AGREEMENT ("AGREEMENT") is made by and between the UNION COUNTY IMPROVEMENT AUTHORITY, a body corporate and politic of the State of New Jersey (hereinafter referred to as "UCIA"), and the PARKING AUTHORITY OF ELIZABETH, a body corporate and politic of the State of New Jersey, having offices at 233 Commerce Place, Elizabeth, New Jersey 07207 (hereinafter referred to as the "Parking Authority"). The UCIA and the Parking Authority are hereinafter referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, Union County created the UCIA pursuant to the county improvement authorities law, constituting Chapter 183 of the Laws of New Jersey of 1960 and the acts amendatory thereof and supplemental thereto, (the "Act") for the express purpose, among other things, of facilitating the development and financing of public facilities and development projects within the County; and

WHEREAS, pursuant to the terms of the Act, the UCIA is authorized to provide public facilities, as such term is defined therein, within the County, including the financing of the acquisition and/or construction of same; and

WHEREAS, the City of Elizabeth created the Parking Authority pursuant to an Ordinance passed by City Council on October 24, 1952; and amended by Ordinance adopted January 9, 1979, pursuant to NJSA 40:11A; and

WHEREAS, the Parking Authority owns and operates a parking facility located at 17 Caldwell Place, Elizabeth, NJ, (the "Facility"); and

WHEREAS, the Facility contains underutilized space to be fit-out in accordance with tenant's needs; and

WHEREAS, the Parties agree it would be in the best interests of the Parking Authority, and the residents of Elizabeth, to lease the space contained within the Facility; and

WHEREAS, the Parking Authority desires to have the UCIA undertake the process necessary to design, and construct improvements to the Facility necessary to fit-out said space to accommodate any leasee (the "Services"); and

WHEREAS, the UCIA and the Parking Authority wish to clarify and confirm the terms and conditions by which the UCIA will undertake the Services; and

WHEREAS, The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., permits units of local government to share services for particular purposes and to effectuate

agreements for any service or circumstance that will aid and encourage a reduction of local expenses, and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2), the UCIA and the Parking Authority are each authorized to enter into this Agreement without public advertising for bids; and

WHEREAS, each of the above Parties has adopted a resolution authorizing the execution of this Agreement,

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated into this Agreement as if set forth at length herein.

2. Services. The Services rendered or to be rendered by the UCIA to the Parking Authority include the following:

Act as project manager ("Project Manager") for the design, financing and construction of improvements, including but not limited to the contracting and management of design and construction professionals, to the Facility necessary to accommodate any lessee(s) in accordance with any lease agreements entered into by the Parking Authority for the lease of space at the Facility.

The UCIA agrees that in performing the Services to be rendered hereunder, they shall comply in all respects with the requirements of any lease agreement entered into by the Parking Authority for the Facility, including, but not limited to, the requirements set forth in that certain Lease Agreement between the Parking Authority and the State of New Jersey for the lease of the second and third floors of the Facility for office space, which requirements include the payment of prevailing wage among other things.

3. Compensation. The UCIA agrees to provide the Services herein to the Parking Authority in exchange for the sum of not to exceed \$50,000.00, to be paid to the UCIA either (1) at the time of financing of the improvements or (2) if a financing of improvements is not necessary, then by the Parking Authority upon receipt of periodic vouchers from the UCIA.

4. Effective Date. This Agreement shall become effective upon its execution, following the Parties' adoption of resolutions approving the terms and conditions of this Agreement.

5. Term. The term of this Agreement shall be for a period not to exceed eighteen (18) months.

6. Termination. This Agreement may be terminated for any reason by either Party upon thirty (30) days' written notice.

7. Obligation of the Parties. Each Party agrees to fully fund its obligations, if any, under this Agreement and to make such budget appropriations and adopt such resolutions as are reasonably necessary pursuant to the laws of the State of New Jersey to provide such funds.

8. Compliance with Law. Each Party is responsible for compliance with such statute, rules and regulations as may be applicable during the term of this Agreement.

9. Counterparts: This Agreement may be executed in counterpart, the integration of all signature pages constituting the final agreement hereto.

10. Entire Agreement. This Agreement, including any exhibits or documents incorporated by reference, contains the entire agreement between the Parties and supersedes any prior agreements of the parties with respect to its subject matter. This Agreement may only be altered by a written amendment signed by both Parties and approved by resolutions duly adopted by the governing bodies of each of the Parties.

11. Provisions of Law. All provisions of law which are not enumerated in this Agreement, but which are required to be made a part of it are hereby deemed incorporated herein.

12. Severability. If any term or condition of this Agreement or application thereof shall be determined to be contrary to the laws of State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.

13. Transferability of Interest. Neither Party shall subcontract, assign, or otherwise transfer its interests in this Agreement without the written consent of the other Party, except that the Parking Authority recognizes that the Authority shall perform the services required by this Agreement through the use of its professionals and consultants.

14. Affirmative Action Requirements. During the performance of this Agreement, the Parties agree to comply with the requirements of N.J.S.A. 10:5-31 et seq. regarding mandatory equal opportunity in employment, as set forth in Exhibit A.

IN WITNESS WHEREOF, the parties have, through the appropriate officials thereof, executed and sealed this agreement on this 14 day of June, 2017

ATTEST:

UNION COUNTY IMPROVEMENT AUTHORITY

By: Joao M. da Silva

By: Daniel P. Sullivan
Daniel P. Sullivan, Executive Director

ATTEST:

PARKING AUTHORITY OF THE CITY OF
ELIZABETH

By: [Signature]

By: Carla A. Mazza
Carla A. Mazza, Executive Director

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127); N.J.A.C. 17:27 GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS AFFIRMATIVE ACTION COMPLIANCE NOTICE N.J.S.A. 10:5-31 and N.J.A.C. 17:27

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be 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. The 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.

The contractor or subcontractor, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval; OR
Certificate of Employee Information Report; OR
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.