

RESOLUTION NO. 2014- 508

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CLARK CATON HINTZ, TRENTON, NJ, FOR PROFESSIONAL PLANNING SERVICES TO ASSIST WITH AFFORDABLE HOUSING OBLIGATIONS.

WHEREAS, there exists a need for professional planning services to assist the City with Affordable Housing obligations; and

WHEREAS, the City of Vineland has a need to acquire such professional services as a Non-Fair and Open Contract pursuant to N.J.S.A. 19:44A-20.5; and

WHEREAS, the purchasing agent has determined and certified in writing that the value of said services will exceed \$17,500.00; and

WHEREAS, Clark Caton Hintz, Trenton, NJ, has submitted a proposal indicating they will provide the professional services in the amount not to exceed \$20,536.00 for the period January 1, 2015 through December 31, 2015; and

WHEREAS, Clark Caton Hintz has completed and submitted a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that Clark Caton Hintz has not made any reportable contributions to a political or candidate committee in the City of Vineland in the previous one year and that the contract will prohibit Clark Caton Hintz from making any reportable contributions through the term of the contract to a political or candidate committee in the City of Vineland; and

WHEREAS, the availability of funds for said Professional Services Contract to be awarded herein have been certified by the City Comptroller; and

WHEREAS, the Local Public Contract Law (N.J.S.A. 40A:11-1, et seq) requires that the Resolution authorizing the award of contract for Professional Services without competitive bidding and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute a Non-Fair and Open Agreement pursuant to N.J.S.A. 19:44A-20.5 with Clark Caton Hintz, Trenton, NJ, for professional planning services to assist the City with Affordable Housing obligations in an amount not to exceed \$20,536.00.
2. That this Agreement is awarded without competitive bidding as a Professional Services in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because said services to be rendered or performed require knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction distinguished from general academic instruction or apprenticeship and training.
3. That the Business Disclosure Entity Certification, the Political Contribution Disclosure Form and the Determination of Value be placed on file with the Resolution.
4. That a Notice of this action shall be printed once in the Daily Journal.

Adopted:

President of Council

ATTEST:

City Clerk

**REQUEST FOR RESOLUTION FOR CONTRACT AWARDS
UNDER 40A:11-5 EXCEPTIONS
(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)**



November 18, 2014
(DATE)

1. Service (detailed description): Professional services contract (planning) for affordable housing assistance

2. Amount to be Awarded: \$ 20,536.00

- Encumber Total Award
- Encumber by Supplemental Release

3. Amount Budgeted: \$ 20,536.00

4. Budgeted: By Ordinance No. NA
Or Grant: Title & Year NA

5. **Account Number to be Charged: 001-0-13-30-3003-0-5023044

6. Contract Period: January 1, 2015 to December 31, 2015

7. Date To Be Awarded: As soon as possible

8. Recommended Vendor and Address: Clarke Caton Hintz
100 Barrack Street Trenton, NJ 08608

9. Justification for Vendor Recommendation:(attach additional information for Council review)
Consultant prepared plan & ordinances submitted to COAH under prior contract/
was preparing supportive documentation/ project stalled by State litigation/
revised or new plan & ordinances will be required when State litigation resolved/
continuing guidance on affordable housing needed

- Non-Fair & Open (Pay-to-Play documents required)
- Fair & Open: How was RFP advertised? _____

10. Evaluation Performed by: Kathleen Hicks

11. Approved by: Kathleen Hicks

12. Attachments:

- Awarding Proposal
- Other: _____

- Send copies to:
Purchasing Division
Business Administration

**** If more than one account #, provide break down**



Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

Kathleen Hicks, PP, AICP
City Planner
City of Vineland
640 E. Wood Street
P.O. Box 1508
Vineland, New Jersey 08362-1508

November 4, 2014

100 Barrack Street
Trenton NJ 08608
clarkecatonhintz.com
Tel: 609 883 8383
Fax: 609 883 4044

Re: Professional Planning Services – Affordable Housing

Kathleen
Dear Ms. Hicks,

Please find enclosed two standard contracts for the provision of professional planning services for affordable housing to the City of Vineland. These contracts are the same as prior contracts with the City, though with a current fee schedule. If acceptable, please have the Mayor and City Clerk sign the originals and return one to my office for the firm's records.

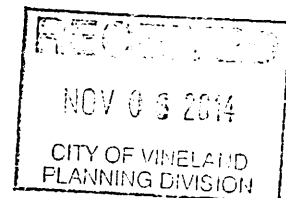
Should you require any additional documents, please contact me at your convenience.

Very truly yours,

Brian M. Slaugh, PP, AICP
Principal

John Clarke, FAIA
Philip Caton, FAICP
Carl Hintz, AICP, ASLA
John Hatch, FAIA
George Hibbs, AIA
Brian Slaugh, AICP
Michael Sullivan, AICP

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Clarke Caton Hintz

Architects

Planners

Landscape Architects

Agreement

This Agreement is made this _____ day of _____, 2014 by and between the City of Vineland, a municipal corporation in the County of Cumberland, State of New Jersey, hereinafter referred to as the "City", and CLARKE CATON HINTZ, a professional corporation with offices in Trenton, Mercer County, New Jersey, which is hereafter referred to as the "Planning Consultant".

Witnesseth

Whereas, the City requires the services of a professional planner licensed in the State of New Jersey to provide services hereinafter described; and

Whereas, by entering into this Agreement the City signifies that the services to be performed by the Planning Consultant shall be considered those of a "Professional Service" in accordance with N.J.S.A. 40:A:11 et seq.;

Now therefore, the City and Planning Consultant, in consideration of their mutual covenants herein, agree in respect to the performance of the professional services by the Planning Consultant and the payment for those services by the City of Vineland as set forth herein.

Scope of Services

- I. The City desires to engage the professional services of the Planning Consultant for any of the following purposes:
 - A. The provision of professional planning services to assist the City in addressing its affordable housing obligation which may include, but not be limited to:
 - 1. Analysis of existing and future housing growth and employment growth.
 - 2. Analysis of lands and existing structures most appropriate for new construction of, or conversion to, affordable housing.

John Clarke, FAIA
 Philip Caton, AICP
 Carl Hintz, AICP, ASLA
 John Hatch, AIA
 George Hibbs, AIA
 Brian Slaugh, AICP
 Michael Sullivan, AICP



Clarke Caton Hintz

3. Analysis of zoning capacity to accommodate growth, including environmentally constrained lands, lands restricted from development, and durational factors.
4. Prepare an affordable housing plan to the degree required by law or rule including implementing resolutions and the spending plan, should such a plan be necessary within the period of the contract.
5. Attend public meetings and/or work sessions with the Mayor and City Council, Planning Board, and City staff as necessary.
6. Interact on behalf of the City with the NJ Council on Affordable Housing or superseding agency with regard to the Housing Element, Fair Share Plan and other necessary and required documents.
7. Represent the City in any mediation or suit as an expert planning witness to effectuate the City's affordable housing obligation.

B. Other matters that lie within the professional expertise of the Planning Consultant as directed by the City.

Services rendered shall be compensated pursuant to the attached hourly rate schedule.

Compensation, Timing

2. The Planning Consultant has agreed to perform the services outlined in the Scope of Services on a time and materials basis by licensed professionals at the firm's public sector rate schedule, attached hereto, in an amount not to exceed twenty thousand five hundred thirty-six dollars and no cents (\$20,536.00).
3. The Planning Consultant shall submit monthly statements to the City for such work as performed in the previous month in accordance with the terms of this contract.

Clarke Caton Hintz

4. The maximum compensation to be paid hereunder shall not exceed the total of the appropriation for these services as set forth in adopted budgets, ordinances or other appropriations or funding adopted or approved by the Mayor and City Council without further written authorization for the Planning Consultant to continue to perform duties which will incur billings in excess of such sum.

Parties' Responsibilities

5. Kathleen Hicks, PP, AICP, City Planner for the City of Vineland, or her designee, is hereby authorized as the designee of the City for purposes of directing work to be performed under this agreement. Brian Slaugh, PP, AICP, Principal, shall be the designated principal-in-charge of the Planning Consultant to the City.
6. The Planning Consultant agrees that professional services rendered pursuant to this agreement will be performed in accordance with generally and currently accepted standards of professional conduct and practice.
7. This Agreement is entered into in accordance with and subject to compliance with the "Local Public Contract Law" of New Jersey, and the specific provisions of *N.J.S.A. 40A:11-5(a)* thereof pertaining to professional services. Planning Consultant agrees to comply with all laws and regulations applicable to the services to be performed under this Agreement including the "Truth in Contracting" Act, P.L 1999, c.440.
8. Equal Employment Opportunity. Planning Consultant shall comply with New Jersey Affirmative Action requirements, P.L 1975, c.127 (*N.J.A.C. 17:27*) as more fully described in Exhibit A, attached hereto.
9. New Jersey Business Registration. Planning Consultant represents that it will follow the terms and conditions of *N.J.S.A. 52:32-44*, the New Jersey Business Registration Act, as more particularly described in Exhibit B, attached hereto.
10. Political Contribution Disclosure Statement. The Planning Consultant hereby agrees that this contract was awarded based on its merits and particular expertise to perform the scope of services and not awarded



Clarke Caton Hintz

through a "fair and open process" pursuant to *N.J.S.A. 19:44A-20.4 et seq.* and accordingly has made no reportable contributions.

- 11. Planning Consultant represents that neither he nor his firm is now performing, nor will perform during the period of effectiveness of this Agreement, any consulting or other services for any person, firm or corporation which would constitute a conflict of interest between Planning Consultant and the City, directly or indirectly.
- 12. Insurance. It shall be the responsibility of the Planning Consultant to maintain the following insurance coverage, in the amounts specified, for the length of the contract with a company that is licensed to do business in the State of New Jersey. The following minimum coverages by type of insurance are held by the Planning Consultant:

Commercial General Liability	\$2,000,000
Automobile Liability	\$500,000
Workers' Compensation	Statutory Requirement
Professional Liability (E&O, Malpractice)	\$2,000,000

Administration

- 13. All notices, correspondence, and copies of work product for the City shall be addressed to Kathleen Hicks, City Planner, City of Vineland, 640 E. Wood Street, Vineland, New Jersey 08360. All payments, notices and correspondence on same for the Planning Consultant shall be addressed to J. Michael Gallagher, CLARKE CATON HINTZ, 100 Barrack Street, Trenton, New Jersey 08608-2008. All notices or correspondence concerning the work product shall be addressed to Brian Slaugh, PP, AICP at the address noted herein.
- 14. This agreement shall be interpreted in accordance with the laws of the State of New Jersey.

Disputes and Termination

- 15. Term of Contract. The term of this contract shall commence on the date first written above and shall remain in full force and effect for the duration of the fiscal year in which it was dated or until the issuance of a request for proposal for the same or similar professional services. Said contract may be extended by mutual agreement of the parties except that

Clarke Caton Hintz

the Planning Consultant shall have the right to establish a new fee schedule once annually at the beginning of the contract year or contract extension. Upon completion of services of Planning Consultant to the City, Planning Consultant shall surrender all maps, charts, documents, work sheets and records in connection with any work for which compensation has been paid by the City, or true and accurate copies of same, together with all City property. All partially completed work and services shall be compensated by the City on the basis of the actual time and material expenses incurred by the Planning Consultant.

General Requirements

16. Exclusive Right. The Planning Consultant shall have the exclusive right to perform the scope of services for the City, as described in Paragraph 1, during the term of the contract.
17. Entire Agreement/Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior negotiations, agreements, understandings and arrangements, both oral and written. This Agreement may not be modified in any way, except by a written instrument executed by each.
18. Benefits; Binding Effect. This Agreement shall be for the benefit of, and shall be binding upon, both the City and Planning Consultant, their respective heirs, personal representatives, legal representatives, successors and assigns.
19. Severability. The invalidity of any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part of it, all of which are inserted conditionally on their being valid in law. Except as is otherwise provided above, in the event that any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall be declared invalid by a court of competent jurisdiction, then, in any such event, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, or section or sections had not been inserted.
20. Waivers. The waiver by either party of a breach or violation of any term or provision of this Agreement by the other party shall not operate, nor be



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construed as a waiver of any subsequent breach or violation of any provision of this Agreement, nor of any other right or remedy.

- 21. Section Headings. The section headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any, or all, of the provisions of this Agreement.
- 22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

In Witness Whereof, the parties hereto made and executed this Agreement the day and year first above written.

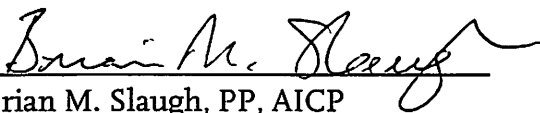
City of Vineland

Attest:

Ruben Bermudez, Mayor

Keith Petrosky, RMC

CLARKE CATON HINTZ, PC



Brian M. Slauch, PP, AICP
Principal



Mary Beth Lonergan, PP, AICP



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EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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 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



Clarke Caton Hintz

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 personal 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
Certificate of Employee Information Report
Employee Information Report Form AA302

Clarke Caton Hintz The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at *N.J.A.C. 17:27*.



Clarke Caton Hintz

EXHIBIT B
NEW JERSEY BUSINESS REGISTRATION ACT
Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (*N.J.S.A. 54:32B-1 et seq.*) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.



Clarke Caton Hintz

EXHIBIT C
POLITICAL CONTRIBUTION DISCLOSURE

This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to *N.J.S.A. 19:44A-20.4 et seq.* As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-8* or *19:44A-16*, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Vineland if a member of that political party is serving in an elective public office of Vineland City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Vineland City when the contract is awarded.



CLARKE CATON HINTZ
2014-2015 PROFESSIONAL PLANNING FEE SCHEDULE

Clarke Caton Hintz

Architects

Planners

Landscape Architects

PLANNERS & LANDSCAPE ARCHITECTS

HOURLY RATE

Standard

Expert

Philip Caton, PP, FAICP	\$155	\$205
Brian Slaugh, PP, AICP	\$155	\$205
Michael Sullivan, PP, AICP, LLA, ASLA	\$155	\$205
Mary Beth Lonergan, PP, AICP	\$145	\$185
Elizabeth McManus, PP, AICP, LEED AP	\$140	\$180
Andrea Malcolm, PP, AICP	\$130	\$140
Geoffrey Vaughn	\$110	\$115
Christian Kuhn, LLA	\$110	\$115
Randy Fixman	\$95	\$100
Courtney Lewis	\$95	\$100

NOTE: Standard rates shall be applicable for all services to public sector clients except for those related to litigation/contested matters in which case Expert rates shall apply. Time for off-premise work is billable on a portal-to-portal basis. Reimbursable expenses, including travel, copying, computer plotting and other reproducible items, postal charges, photography, subcontracted work and other expenses directly related to a specific project or application are billed at the firm's direct cost without mark-up for administration.

John Clarke, FAIA

Philip Caton, AICP

Carl Hintz, AICP, ASLA

John Hatch, AIA

George Hibbs, AIA

Brian Slaugh, AICP

Michael Sullivan, AICP