

RESOLUTION NO. 2017-57

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CLARK CATON HINTZ, TRENTON, NJ, FOR PROFESSIONAL PLANNING SERVICES, IN AN AMOUNT NOT TO EXCEED \$15,300.00.

WHEREAS, there exists a need for professional planning services to be used on an as need basis; 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, Clark Caton Hintz, Trenton, NJ, has submitted a proposal indicating they will provide the professional services in the amount not to exceed \$15,300.00 for the period February 1, 2017 through January 31, 2017; 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 Chief Financial Officer; 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, in an amount not to exceed \$15,300.00.
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 and the Political Contribution Disclosure Form 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



MEMORANDUM

TO: Miguel Mercado, Purchasing Agent
Robert Dickenson, Acting Business Administrator

FROM: Kathleen Hicks, Supervising Planner

TOPIC: General Planning Services Contract

DATE: January 11, 2017

A handwritten signature in blue ink, appearing to be "K. Hicks", is written to the right of the "TO:" line.

Attached is the proposed contract for general planning services for Clarke Caton Hintz. The contract will run from February 1, 2017 to January 31, 2018.

Should you require any additional information, please feel free to contact me.

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



1/11/17
(DATE)

1. Service (detailed description): General Planning Services

2. Amount to be Awarded: \$ 15,300.00

- Encumber Total Award
 Encumber by Supplemental Release

3. Amount Budgeted: \$ 15,300.00

4. Budgeted: By Ordinance No. _____
Or Grant: Title & Year Proposed budget

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

6. Contract Period: 1 year

7. Date To Be Awarded: 1/24/17

8. Recommended Vendor and Address: Clark Caton Hintz 100 Barrack St.
Trenton, NJ 08608

9. Justification for Vendor Recommendation:(attach additional information for Council review)
CCH has been under contract for the past 8 years, working only on an 'as
needed' basis. They are currently working with Legal on an emergent
issue.

- 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

Agreement

This Agreement is made this ____ day of _____, 2017 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".

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

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

Philip Caton, FAICP
John Hatch, FAIA
George Hibbs, AIA
Brian Slauch, AICP
Michael Sullivan, AICP

- I. The City desires to engage the professional services of the Planning Consultant for any of the following purposes:
 - A. The preparation of Reexamination Reports, elements and sub-elements of the Master Plan of the City of Vineland for review and possible adoption;
 - B. The preparation of land development regulations to effectuate the purposes of zoning and the Municipal Land Use Law;
 - C. The preparation of special reports to the City of Vineland on matters of architecture, planning and landscape architecture.

Ementi
John Clarke, FAIA
Carl Hintz, AICP, ASLA

Clarke Caton Hintz

- D. The provision of professional planning services to assist the City in implementing its affordable housing plan.
- E. Other matters that lie within the professional expertise of the Planning Consultant as directed by the City.

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 the firm's public sector rate schedule, attached hereto, in an amount not to exceed fifteen thousand three hundred dollars and no cents (\$15,300.00).
- 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.
- 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.
- 5. The Township Planner hereby agrees to extend the scope of services and the rates of compensation thereof to any other municipal agency by mutual agreement or adopted resolution of these parties.
- 6. The Township Planner shall submit 12 billing statements per year to the Township of Deptford for such work as performed in the previous four to six weeks in accordance with the terms of this contract.

Parties' Responsibilities

- 7. 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.

Clarke Caton Hintz

Brian Slauch, PP, AICP, Principal, shall be the designated principal-in-charge of the Planning Consultant to the City.

8. 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.
9. 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.
10. 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.
11. 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.
12. 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 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.
13. 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.
14. 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

Clarke Caton Hintz

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

15. 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.
16. This agreement shall be interpreted in accordance with the laws of the State of New Jersey.

Disputes and Termination

17. 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 one year. Said contract may be extended by mutual agreement of the parties except that 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

18. 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.
19. 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.
20. 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.
21. 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.
22. 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 construed as a waiver of any subsequent breach or violation of any provision of this Agreement, nor of any other right or remedy.
23. 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.

Clarke Caton Hintz

24. 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.

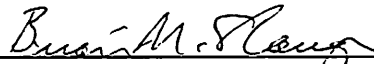
City of Vineland

Attest:


Hon. Anthony Fanucci, Mayor

Keith Petrosky, RMC

CLARKE CATON HINTZ, PC



Brian M. Slaugh, PP, AICP
Principal



Mary Beth Lonergan, PP, AICP

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CLARKE CATON HINTZ
2017 PROFESSIONAL PLANNING FEE SCHEDULE

Clarke Caton Hintz
 Architecture
 Planning
 Landscape Architecture

100 Barrack Street
 Trenton NJ 08608
 clarkcatonhintz.com
 Tel: 609 383 2323
 Fax: 609 383 4044

<u>PLANNERS & LANDSCAPE ARCHITECTS</u>	<u>HOURLY RATE</u>	
	<u>Standard</u>	<u>Expert</u>
Philip Caton, PP, FAICP	\$160	\$210
Brian Slauch, PP, AICP	\$160	\$210
Michael Sullivan, PP, AICP, LLA, ASLA	\$160	\$210
Mary Beth Lonergan, PP, AICP	\$150	\$190
Elizabeth McManus, PP, AICP, LEED AP	\$145	\$185
Kendra Lelie, PP, AICP	\$140	\$180
Andrea Malcolm, PP, AICP	\$130	\$140
Emily Goldman, PP, AICP	\$125	\$135
Geoffrey Vaughn	\$110	\$115
Christian Kuhn, LLA	\$110	\$115
Daniel Hauben, PP, AICP	\$105	\$115
Jessica Bodnar, AICP	\$105	\$115

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.

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Philip Caton, FAICP
 John Hatch, FAIA
 George Hibbs, AIA
 Brian Slauch, AICP
 Michael Sullivan, AICP

Emerit:

John Clarke, FAIA
 Carl Hintz, AICP, ASLA