

1124



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtnj.com>

Meeting: 01/22/13 07:00 PM

2013 RESOLUTION AWARD OF PROFESSIONAL SERVICE

**AWARD OF A PROFESSIONAL SERVICE CONTRACT
PURSUANT TO THE FAIR AND OPEN PROCESS FOR OPEN
SPACE PLANNING AND LAND ACQUISITION CONSULTANT**

WHEREAS, the Township of Bloomfield advertised for an Open Space Planner and Land Acquisition Consultant on the Township of Bloomfield's website as part of the fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township Administrator has determined that the value of the service may exceed \$17,500; and

WHEREAS, the term of this contract is one (1) year and will end on December 31, 2013; and

WHEREAS, Strauss and Associates, 200 West State Street, Trenton, NJ 08608 (hereinafter "Professional") has submitted a proposal indicating that they will provide the services in accordance with the attached proposal; and

WHEREAS, the Mayor and Council approve entering into an agreement with the Professional based upon their response; and

WHEREAS, the Director of Finance has certified that funds are available to cover the cost of these services.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Bloomfield authorizes and directs the Township Engineer to enter into a contract/retainer agreement with the Professional within 10 days as described herein; and

APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH

Eric J. Alon
Director of Law - Township Attorney

BE IT FURTHER RESOLVED, that this contract/retainer agreement is entered into in accordance with the Standardized Submission Requirements for Professional Services and no minimum payment is implied or guaranteed; and

BE IT FURTHER RESOLVED, that all of the terms contained in the Standardized Submission Requirements for Professional Services are incorporated into the Professional's contract/retainer unless specifically excluded; and

BE IT FURTHER RESOLVED, that in accordance with Standardized Submission Requirements the Township reserves the right to cancel this contract upon thirty (30) days notice and the Professional shall only be paid for the work completed or on a pro-rated amount if the contract calls for a monthly retainer; and

BE IT FURTHER RESOLVED, that the Professional's response to the request for Professional Services shall be placed on file with this resolution and a copy of the contract/retainer agreement entered into; and

BE IT FURTHER RESOLVED, that the contract should incorporate the terms and conditions contained in Professional's response to the request for Professional Services.

* * * * *

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on January 22, 2013.

Louise M. Collyano

Municipal Clerk of the Township of Bloomfield

Raymond J. Curcio

Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 2456					
		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted					
<input type="checkbox"/> Adopted as Amended					
<input type="checkbox"/> Defeated	Elias Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approved	Michael Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approved by Consensus	Peggy O'Boyle Dunigan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Not Discussed	Bernard Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled with No Vote	Raymond McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Discussed					
<input type="checkbox"/> Veto by Mayor					

AGREEMENT FOR CONSULTING SERVICES (2013)

1. PURPOSE

The purpose of this agreement is to provide professional planning services in the areas of open space preservation and the administration of the acquisition of land for public purpose.

2. PARTIES TO THE AGREEMENT

The parties to this agreement are Bloomfield Township, a municipal corporation of the State of New Jersey and its Township Committee (hereinafter referred to as "Client"), and Strauss and Associates / Planners, a limited liability corporation formed under the laws of the State of New Jersey (hereinafter referred to as "Consultant"). The address of the Client is: Municipal Plaza, Bloomfield, NJ, 07003. The address of the Consultant is: 200 West State St., Trenton, NJ, 08608.

3. PROJECT SUPERVISION

Andrew L. Strauss, AICP/PP shall serve as the project manager for the Consultant. Ted Ehrenburg, Township Administrator, shall serve as project manager for the Client. Either party may rely on the representations, approvals, and other actions of the project manager of the other party. Neither party may designate a new project manager except with the consent of the other party, which consent shall not be unreasonably withheld.

4. SERVICES

Services shall include:

- a. Provision of regular professional staffing and advice to the Mayor, Township Council, Planning Board, Environmental Commission, Open Space Committee and/or other bodies deemed appropriate by the Client;
- b. Factual inquiries regarding open space planning, including but not limited to the preparation and adoption of open space preservation plans, designs, maps and related products;
- c. Management of land acquisition strategies and procedures for open space preservation, including:
 - i. Obtaining municipal consensus for proposed land acquisition objectives, projects and funding initiatives;
 - ii. Preparation of public and private grant applications as may be required for capital and non-capital land acquisition projects; and
 - iii. Administration of land acquisition procedures, including but not limited to: landowner contact and landowner purchase negotiations, supervision of retained appraisal and valuation professionals, preparation of easements and like restrictions to title, management of required real property purchase and conveyance tasks (i.e., legal closings): including coordination of survey, title, environmental and legal professionals retained by Bloomfield Township, and
- d. Ongoing coordination with Township officers, administrative officials and retained professionals in the fields of planning, engineering and environmental analysis.

5. FORMAT AND QUALITY OF WORK

The work shall be prepared in a format suitable for the given task. Written reports and memoranda shall be drafted in plain English, using standard planning vocabulary with a minimum of technical terms. Client shall submit preferred samples of any formats required for maps and graphics to Consultant prior to development of the given work-product. Consultant may present maps and graphics in any reasonable format commonly used for such purposes.

6. COMPENSATION

- a. Direct Costs - Pursuant to this agreement, compensation is based on hourly billing rates for those professional categories contained in Appendix A. Consultant shall bill for the reasonable value of hourly services rendered, usually calculated by multiplying the hours spent times the hourly rates.
- b. Indirect Costs - Pursuant to this agreement, indirect costs shall be invoiced and are fully reimbursable by the Client. Indirect costs typically include mapping and graphic supplies, photo / document reproduction, bulk postage, and travel (auto mileage at the rate of \$0.55 per mile).

7. TOTAL COMPENSATION LIMIT

This agreement covers the provision of professional services on a regular basis, subject to contract authorization and funding obligations of the Township Committee. For given tasks the Client may request and Consultant shall respond with an estimate of anticipated direct and indirect costs. Consultant shall complete the work set forth and agreed upon in advance by the Client, according to the task required.

8. INVOICING

Invoices are rendered periodically and should be paid within 45 days of their date. Vouchers will be provided as needed.

9. TIME FOR PERFORMANCE

Time is extremely important to effective management of tasks under this contract but cannot completely control a professional services contract. Consultant recognizes that Client may wish to accomplish key tasks quickly. Consultant will use all reasonable means to attempt to complete tasks as quickly as possible. Client will, to the best of its ability, provide prompt responses and comments to Consultant in order to facilitate the process. Consultant will attempt to accommodate client schedules on all meeting dates. However, on a particular date, a particular individual may not be available. Consultant may, under those circumstances, give client the choice of accepting another staff member for the scheduled meeting or changing the meeting date to be one mutually available to client and to the consultant staff member that the client wishes to have present.

10. SUBCONTRACTING

There will be no subcontracting of professional services, except in accordance with Sections 2 and 4 of this agreement. Consultant may subcontract project management services including but not limited to appraisal, environmental, survey, digital mapping, title and legal subject to review and consent by Client. Client shall have no liability to any subcontractor engaged by Consultant. Consultant hereby indemnifies and agrees to hold harmless Client against any liability to any subcontractor arising out of or related to Consultant's performance of its obligations under this agreement. Pursuant to Appendix

B, Consultant hereby covenants that it is in compliance with the State of New Jersey Affirmative Action requirements (N.J.A.C. 17:27), including all affirmative action language for procurement, professional and service contracts in addition to New Jersey Department of Treasury *Certificate of Employee Information Report* as contained in Consultant's 2013 proposal to Bloomfield Township.

11. TERMINATION FOR CAUSE

Client shall retain the right to terminate this agreement at any time by giving written notice to Consultant. The notice shall specify the effective date of the termination, which shall be no less than thirty (30) days after the date of the notice.

12. INDEMNIFICATION / INSURANCE

Consultant and its subcontractors shall maintain in force throughout the term of this agreement General Liability insurance, including non-owned auto coverage, for the entities involved and their employees, officers and agents. Consultant shall provide proof of such insurance upon the written request of Client. Consultant hereby indemnifies and agrees to hold harmless Client against any liability for bodily injury or property damage that may arise out of Consultant's performance of its obligations under this agreement, including those losses that are covered by such insurance. Consultant hereby releases Client from any claim for liability by itself or a subcontractor, officer, agent or employee, to the extent that such loss is covered by workers compensation insurance.

Client and Consultant have discussed the risks and rewards of the project in relation to the firm's total compensation. Client and Consultant have agreed that such risks and rewards have been allocated such that, to the fullest extent permitted by law, Consultant's total potential liability to Client for any injuries, claims, losses, damages or expenses arising out of this agreement from any cause shall not exceed Consultant's total potential liability to Client for any injuries, claims, losses, damages or expenses arising out of this agreement from any cause shall not exceed Consultant's total compensation under this agreement.

13. OWNERSHIP OF WORK PRODUCT

All documents and materials prepared pursuant to this agreement are the property of Client, although Consultant may retain physical possession of them for the convenience of Client. Client shall have the unrestricted authority to publish, distribute and otherwise use, in sole or in part, any reports, data or other materials prepared under this agreement.

14. CONSTRUCTION

This agreement shall be reasonably construed under the laws of the State of New Jersey to give effect to its purpose. Words shall be given their common ordinary meanings unless the context clearly otherwise requires. The singular shall include the plural, as the context may suggest, and words of one gender shall include such other gender(s) as the context may suggest.

15. ASSIGNMENT

Neither party shall assign the rights or responsibilities under this agreement without the written consent of the other party, which may be withheld for any reason or for no reason.

16. INDEPENDENT CONTRACTOR

Consultant is an independent contractor for all purposes. Consultant shall set its own working hours and conditions, provide its own working facilities, and, generally, manage its

own work. Consultant shall not be considered the agent or employee of Client for any purpose and shall not hold itself out as such.

**17. EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(N.J.S.A. 10:5-31 ET SEQ. AND N.J.A.C. 17:27 ET SEQ.)**

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 or sex. Except with respect to affectional or sexual orientation, 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 or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; 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 non-discrimination clause.

The contract or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applications will receive consideration for employment without regard to age, race, creed, color national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractors, 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 the 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 attempt in good faith to employ minority and female 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, and that it will discontinue to 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.

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:

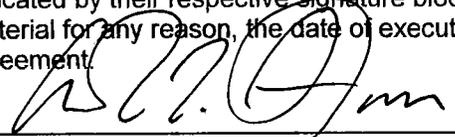
Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report (Attached hereto at Appendix B)
Employee Information Report Form AA302

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.**

18. COMPLETE AGREEMENT/AMENDMENTS

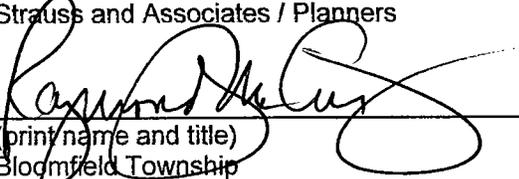
This agreement, together with Appendices A and B, and any other exhibits specifically enumerated herein or amended hereto, constitutes the complete agreement between the parties. It may be amended by written submission executed by both parties. This agreement may be executed in multiple counterparts, each of which shall be considered an original. When this agreement has been signed by both parties, it shall constitute a binding agreement and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement separately, on the dates indicated by their respective signature blocks below. If the date of this agreement becomes material for any reason, the date of execution by Client shall be considered to be the date of the agreement.



Andrew L. Strauss
Strauss and Associates / Planners

2.1.13
date



(print name and title)
Bloomfield Township

2.7.13
date

Strauss and Associates / Planners
200 West State St.
Trenton NJ 08608

Appendix A

2013 Hourly Rate Schedule

Principal Planner	\$170 / hour
Associate Planner	\$120 / hour
Draftsman / GIS	\$ 75 / hour
Secretarial / Administrative	\$ 45 / hour

Strauss and Associates / Planners
200 West State St.
Trenton NJ 08608

Appendix B

Certificate of Employee Information Report

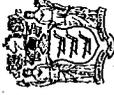
Certification 21322

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 - JUN - 2010 to 15 - JUN - 2017



STRAUSS AND ASSOCIATES/PLANNERS
200 WEST STATE STREET
TRENTON NJ 08608



Andrew P. Sidamon-Eristoff
State Treasurer