

RESOLUTION #15-33

**RESOLUTION APPOINTING REDEVELOPMENT PLANNER
FOR THE CITY OF WOODBURY**

WHEREAS, there exists a need for the appointment of a Redevelopment Planner for the City of Woodbury for the year 2015; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids must be publicly advertised.

WHEREAS, this appointment and/or contract was advertised and is hereby awarded pursuant to a fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.4 et seq., with the award of the contract and/or the appointment being in the best interest and the most advantageous to the City of Woodbury considering all factors.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Woodbury that **GROUP MELVIN DESIGN** represented by **ROBERT MELVIN, PP.** is hereby appointed Redevelopment Planner for the City of Woodbury, commencing January 1, 2015 for a term of one (1) year terminating on December 31, 2015; and

BE IT FURTHER RESOLVED that a contract be entered into with the above appointee and such contract be awarded without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law because the aforesaid agreement encompasses professional services recognized, licensed and regulated by law, and is of a nature where it is not possible to obtain competitive bids and is hereby awarded under a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

BE IT FURTHER RESOLVED that a notice of this resolution shall be published in the Gloucester County Times as required by law within ten (10) days of its passage.

ADOPTED at the regular meeting of the Mayor and City Council of the City of Woodbury held January 3, 2015.

ATTEST:



ROY A. DUFFIELD
Clerk



DAVID TROVATO
President of Council

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

THIS AGREEMENT is made BETWEEN the Client, **City of Woodbury** whose address is **33 Delaware Street, Woodbury, New Jersey 08096** referred to as "you",

AND

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whose address is 2 Aquarium Drive, Suite 320, Camden, New Jersey 08103, referred to as the "Planning Firm".

1. Professional Services To Be Provided. You agree that the Planning Firm will provide the following services for 2015:

Redevelopment Planner for the City of Woodbury

2. Assignment. The Planning Firm and you, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Planning Firm nor you shall assign this Agreement without the written consent of the other. Any attempts to assign this Agreement without written consent are null and void.

3. Additional Professional Services. If you need any other services which may or may not be related to the above matter, you and the Planning Firm may make a new agreement to provide the other services. Any revisions or changes to the agreement must be made in writing, by addendum or by letter, and acknowledged by you and by the Planning Firm.

4. Fees. The Planning Firm cannot guarantee the amount of your total billings. This will depend on the amount of time expended, the nature and circumstances of the subject project and property with regard to your project, the level of review and permitting necessary to complete the project and the amount of reimbursable expenses and costs. All fee agreements are subject to adjustment on January 1 of each year.

A. Rates. All rates are set forth in the **Annual Fee Schedule**, attached.

B. Retainer Escrow. Prior to the Planning Firm commencing the project, you agree to pay the Planning Firm a retainer in the amount of **\$ 0**. Retainers are deposits against work in progress and will be returned after final billing and full payment of account.

C. All Services Will Be Billed. You will be billed at the rates set forth in the **Annual Fee Schedule**. This includes, but is not limited to, telephone calls, dictating, reviewing letters, design, calculations, report preparation, specification writing, revisions, travel time to and from site properties and meetings, and any other services related to this matter. The charge for any timed service provided will be billed in one-quarter (.25) of one hour (15 minute) increments.

D. Estimates. Except where otherwise provided, estimated fees are not intended to be a commitment to a lump sum fee, but are rather intended to be a reasonable budget estimate based on the indicated project scope. Actual billings will be on a time, cost and expenditure basis in accordance with the current **Annual Fee Schedule** for services rendered by principals and employees.

E. Flat Fee. Where the fee arrangement is on a lump sum basis, any additional services, including revisions required by you or by reviewing authorities after the plans are substantially complete, or by peculiar circumstances or alteration of the scope of services, may

proceed on a time basis as authorized by you or your designated representative. Further, any lump sum arrangement must be specifically set forth in writing and signed by the Planning Firm.

5. Costs and Expenses. In addition to Planning fees and professional services, you are responsible for all job expenses including, but not limited to, the following: Photocopying charges, faxes, prints, mileage, telephone toll calls, postage/mail charges, messenger services and any other expenses in this project. These expenses shall be itemized separately on your billings. Any state and federal taxes or fees which may be imposed on gross receipts or revenues are in addition to the professional fees under the terms of this Agreement, will be added to the amounts due and shall be paid by you.

6. Bills & Interest Disclosure. The Planning Firm will send you an itemized progress bill normally on a monthly basis. All bills are due upon receipt. Final bills are due upon completion of services. You will be charged interest at a rate of 18% per annum (1.5% per month) on any remaining balance or outstanding fees not paid within 30 days from the date of the bill. Nonpayment of overdue invoices may result in suspension of services upon written notification. In the event that an account should become delinquent and collection efforts are required to obtain payment on the account, you agree to pay for all costs for said collection, including, but not limited to, any and all attorneys fees incurred by the Planning Firm.

7. Your Responsibility. You must cooperate with the Planning Firm and provide all information requested and/or necessary. You agree to provide access to property at all reasonable times to allow the Planning Firm the opportunity to provide the requested services. Either party may terminate this Agreement upon written notice to the other. In the event of such termination, the Planning Firm shall be entitled to payment for work completed, based upon a time accounting as of the date of the notice of termination, along with all outstanding costs and expenses in connection with the project.

8. No Guarantee. The Planning Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for you. However, because of the uncertainty of the application and approval process, the varied number of approvals and/or permits projects may require, whether or not variances will be sought in connection with the Project, interpretations and changes in the law and many unknown and variable factors, the Planning Firm cannot and does not warrant, predict or guarantee results or the final outcome of the Project.

9. Ownership & File Lien. All original field notes, calculations, drawings (tracings), work sheets, correspondence, and other file data, other than documents loaned and furnished by you, will remain in the ownership and possession of the Planning Firm. Prints or photocopies of documents as required by the client will be furnished and charged for when appropriate. Prints of the Planning Firm's drawings are not valid unless both signature and embossed seal of the licensee appear on the prints. Eradication, erasures, revisions, additions, or cuttings made to such drawings will invalidate them unless such changes or additions specifically originate in our office and are acknowledged and approved in writing. Should this Agreement be breached or in any way terminated, the Planning Firm shall be entitled to immediate payment of any and all outstanding bills and/or reimbursement of any and all costs, disbursements and/or expenses. Said charges shall constitute a lien upon the file until paid in their entirety. The file shall remain in the Planning Firm's possession, including any and all documents, to which you may be entitled, until discharge of the lien in full.

10. Disputes. In the event of any disputes between the parties which can not be resolved between themselves, the parties agree that any action shall be brought in the Superior Court of

New Jersey, Gloucester County. The parties hereby agree to submit to the jurisdiction of such court, and such courts shall have full and exclusive jurisdiction of any disputes.

11. Attorneys' Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Agreement, or that is based thereon, the prevailing party shall be entitled to reasonable attorneys' fees in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorneys' fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorneys' fees incurred prior to and during the arbitration proceedings) or by the court or courts, including any appellate court, in which such matter is tried, heard, or decided.

12. Entire Agreement. This Agreement represents the entire and integrated agreement between the Planning Firm and you and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Planner and Client.

Signature. You and the Planning Firm have read and agree to this Agreement. The Planning Firm has answered all of your questions and has fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.

CITY OF WOODBURY

By: [Signature]

Title: Mayor

Date: 1/12/15

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By: [Signature]

Robert F. Melvin, AICP/PP
Principal

Date: 1/8/15

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2014-2015 Annual Fee Schedule

JOB CLASSIFICATIONS

Principal
Director of Planning & Design
Professional Planner I
Planner/Urban Designer
Planning Aide

HOURLY FEE SCHEDULE

\$170.00
\$135.00
\$150.00
\$85.00
\$65.00

In the event a Professional Planner is needed for depositions and/or court appearances, such time shall be invoiced at an hourly rate of \$ 200.00.

In the event outside consultants are to be contracted by GROUPmelvinDESIGN at the request of the client, then this firm shall administer, coordinate and be compensated for such performance at an hourly rate relative to the individual or the firm.

REIMBURSABLE EXPENSES

	Color Plotting	\$7.50/per S.F.
	Black & White Copies	\$0.50/each
	Color Copies (8.5 x 11)	\$1.00/each
	Color Copies (11 x 17)	\$2.00/each
	CDs	\$2.00/each
	Binding	\$3.00/each
	Mounting	Direct Cost
Travel Expenses:	Mileage	IRS Standard Mileage Rate
	Tolls & Parking Fees	Direct Cost

All expenses incurred related to the execution of the project such as regular, certified & express mail, certified property owners' lists, assessment maps, enlargement and/or reduction, photography, aerial maps and sampling, fees shall be borne by CLIENT and invoiced accordingly.