

RESOLUTION NO. 2013 - 329

A RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO ENGINEERING DESIGN ASSOCIATES, P.A., OCEAN VIEW, NJ, FOR LANDSCAPE AND IRRIGATION DESIGN FOR NEW INDUSTRIAL PARK ENTRANCE SIGNS.

WHEREAS, there exists a need for Landscape and Irrigation Design for New Industrial Park Entrance Signs; and

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

WHEREAS, the Director of Economic Development has recommended that a contract be awarded to Engineering Design Associates, P.A., Ocean View, NJ, in an amount not to exceed \$10,800.00 for a period of one year from date of award; and

WHEREAS, Engineering Design Associates has completed and submitted a Business Entity Disclosure Certification and the Political Contribution Disclosure Form for Non-Fair and Open Contract which certifies that Engineering Design Associates 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 Engineering Design Associates 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 contract to be awarded herein have been certified by the City Comptroller; and

WHEREAS, the City of Vineland has certified that this meets the statute and regulations governing the award of said contracts.

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

1. The Purchasing Agent be and the same is hereby authorized to issue contract to Engineering Design Associates, P.A., Ocean View, Vineland, NJ, in an amount not to exceed \$10,800.00, for Landscape and Irrigation Design for New Industrial Park Entrance Signs, for a period of one year from date of award.
2. The Business Disclosure Entity Certification and the Political Contribution Disclosure Form be placed on file with this Resolution.
3. A Notice of this action shall be printed once in the Daily Journal.

Adopted:

President of Council

ATTEST:

City Clerk

CITY OF VINELAND

July 16, 2013

CERTIFICATION OF AVAILABILITY OF FUNDS

I, Roxanne Tosto, Comptroller of the City of Vineland, do hereby certify, to the best of my knowledge and belief, that there now exists adequate funds to award a contract to Engineering Design Associates, P.A., Ocean View, NJ, for Landscape and Irrigation Design for New Industrial Park Entrance Signs, for a period of one year from date of award, in an amount not to exceed \$10,800.00. Such funds for said contract are valid only to the amount available in the Calendar Year 2013 Budget. The full amount is contingent upon necessary funds being appropriated for Calendar Year 2014.

Roxanne Tosto
City Comptroller

Account No(s): 025-0-00-50-5001-2-6143054

Check one & initial:

Encumber

Supplement

NOTICE OF CONTRACT AWARDED

The City of Vineland has awarded a contract without competitive bidding pursuant to N.J.S.A. 40A:11-2(39). This contract and the resolution authorizing it, Resolution No. _____, are available for public inspection in the office of the City Clerk.

Awarded to: Engineering Design Associates, P.A., Ocean View, NJ

Services: For Landscape and Irrigation Design for New Industrial Park Entrance Signs, for a period of one year from date of award.

Cost: Not to exceed \$10,800.00

BY ORDER OF THE CITY COUNCIL OF

CITY OF VINELAND

KEITH PETROSKY, CITY CLERK

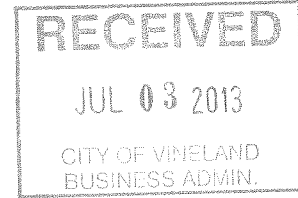
**REQUEST FOR RESOLUTION FOR CONTRACT AWARDS
UNDER 40A:11-5 EXCEPTIONS
(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)**

7/3/2013
(DATE)

1. Service (detailed description): Landscape and Irrigation Design for New Industrial Park Entrance Signs

2. Amount to be Awarded: \$ 10,800.00

- Encumber Total Award
 Encumber by Supplemental Release



3. Amount Budgeted: \$ 10,800

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

5. **Account Number to be Charged: 025-0-00-50-5001-2-6143054

6. Contract Period: One year from date of award

7. Date To Be Awarded: July 23, 2013

8. Recommended Vendor and Address: Engineering Designs Associates, P.A.
5 Cambridge Dr., OceanView, NJ 08230

9. Justification for Vendor Recommendation:(attach additional information for Council review)
This vendor was the local vendor the Industrial Commission had experience working with.

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

10. Evaluation Performed by: Sandra Forosisky + Industrial Commission

11. Approved by: *Sandra Forosisky*

12. Attachments:

- Awarding Proposal
 Other: Additional Quotes

- Send copies to:
Purchasing Division
Business Administration

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



~~May 20, 2013 (revised)~~

May 21, 2013 (revised)

VIA E-MAIL

Sandra Forosisky, Director of Redevelopment
City of Vineland
640 E. Wood Street
Vineland, NJ 08362-1508

**Re: Proposal for Landscape & Irrigation Design
 for New Industrial Park Entrance Signs
 Block 602, Lot 5 Block 1003, Lot 3
 Block 303, Lot 38 Block 1005, Lot 1
 Block 302, Lot 2 Block 1003, Lot 13
 City of Vineland, Cumberland County, NJ
 Proposal #13-51a**

Dear Ms. Forosisky:

We are pleased to offer the following proposal for landscape architecture services on the referenced properties.

PROJECT DESCRIPTION

The proposed project involves landscape and irrigation design services for the above-referenced newly-constructed five (5) sign locations.

SCOPE OF SERVICES

ESTIMATED FEE(S)

- I. Preparation of an Existing Conditions Survey by a professional land surveyor.

- II. Preparation of Landscape Plan and specifications which shall describe and quantify proposed plant material.

 Landscape Plan shall include all requirements in conformance with City of Vineland Ordinance. Landscape planting details shall be to the satisfaction of the City of Vineland. Design shall incorporate existing signs providing a low maintenance design for all five locations.

- II. Engineering Design (EDA) representative will attend all necessary meetings and provide a color rendering presentation board for the project.

- IV. Preparation of irrigation construction drawings and specifications.

Total of Items I-IV:

\$8,800.00

Sandra Forosisky, Director of Redevelopment
May 21, 2013
Proposal #13-51b

- V. Perform contract administration services which shall include review of bids, all necessary field inspections of improvements identified on the Landscape Plans, review of contractor payment requests and recommendation for payment. **\$2,000.00**

FEE

The estimated cost for the above items is **\$10,800.00** for the landscape architecture services. This amount is Engineering Design Associates' best estimate of professional fees required to complete the project as defined. Except as provided for in the General Conditions below, the project scope will not be altered without written notice.

You will be billed monthly, which will be directly related to the hours spent on the project multiplied by our current billing rates.

All photocopying and blueprints shall be a reimbursable expense as noted on the attached Fee Schedule and are not included in the estimated cost.

All application fees or escrow accounts required by any reviewing agency or their consultants shall be the sole responsibility of the client and are not included as part of this proposal.

Any payment due for services and expenses outstanding for a period of thirty (30) days or more shall include a charge at a rate of 1½% per month from said thirtieth day. Should it be necessary to enforce collection of any part of the fee for services rendered, the undersigned agrees that they shall be liable for cost of collection without exception. Take notice, this agreement is personally guaranteed by the individuals executing this agreement on behalf of any corporation.

Any account delinquent past sixty (60) days may necessitate the stopping of all work.

Payment of our fees for professional services rendered is in no way contingent upon approval of our plans or documentation by any agency reviewing the same.

GENERAL CONDITIONS

Engineering Design Associates will prepare plans, maps, calculations and reports in accordance with established professional practices and applicable rules and regulations governing the project. The preparation of the plans as specified above, does not imply or guarantee approval of same by the City of Vineland, or any other reviewing agency.

The scope of work does not include any items not specifically mentioned. If the scope of work is modified substantially by the requirements of the Client, Planning/Zoning Board or any other reviewing agency, the fees within the agreement shall be subject to negotiation. Not included in this proposal are revisions to plans required by any agency reviewing the same. All revisions will be invoiced on a time and material basis using the rate schedule attached.

Sandra Forosisky, Director of Redevelopment
May 21, 2013
Proposal #13-51b

Page 3 of 4

Engineering Design Associates is primarily employed to obtain approvals for permits necessary for construction to begin. Most site visits performed by Engineering Design Associates are done prior to construction. Any visits occurring after construction has begun are due to changes requested by the applicant and are for informative purposes only. No site visit performed by Engineering Design Associates should be considered a site inspection. Based upon our contracted responsibilities, Engineering Design Associates shall not be held responsible for any site safety issues that occur during the construction process. Responsibility for site safety shall be individually contracted by the applicant with the contractor or other responsible party. If required, the Client shall be responsible for the publication of all Public Notices, including any notices to property owners within a 200 feet radius of the project site unless specifically included within the Scope of Services.

The consultant is authorized to subcontract any portion of the work to be performed without the written consent of the Client.

It is understood that copies of the original drawings and reports shall become the property of the client when all outstanding invoices, billings and charges have been paid. All original plans and other documents as instruments of services shall remain the property of Engineering Design Associates.

The client shall not assign his interest in the contract or project without the consultant's written consent.

Items of work not scheduled above and/or performed more than once, will be considered extra work and invoiced at current hourly rates.

The proposed fees and schedule constitute Engineering Design Associates' best estimate of the charges and time required to complete the project. The project scope will not be altered without written mutual agreement. On projects involving conceptual work, activities are often not fully definable in the initial planning. As the project progresses, the facts uncovered may dictate a change in scope. Engineering Design Associates shall inform the client of such situations so that a renegotiation can be accomplished.

Fee and schedule commitments will be subject to renegotiation for delays caused by Client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences of force majeure, such as fire, floods, riots, strikes, unavailability of labor or materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency.

This proposal is valid for a period of thirty (30) days. Upon expiration of the period of time, Engineering Design Associates reserves the right to review the proposed basis of payment and fees, to allow for changing costs, as well as to adjust the time of performance to conform to workloads.

In the event that this agreement is entirely terminated or the work is abandoned in whole or in part with or without cause, Engineering Design Associates shall be paid such part of the fee as earned to the date of termination. Notice of termination shall be given in writing by Certified Mail.

No cancellation of this project by the client will be effective unless seven (7) days written notice thereof, together with the reasons and details therefore, has been received by Engineering Design Associates. A final invoice, calculated on the first or fifteenth of the month (whichever comes first) following receipt of such cancellation notice and the elapse of the seven (7) day cancellation period (the effective date of cancellation).

Sandra Forosisky, Director of Redevelopment
May 21, 2013
Proposal #13-51b

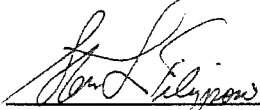
- a. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on the percentage of work completed to the effective date of cancellation, plus an equitable reasonable adjustment to provide for costs Engineering Design Associates incurs for commitments made firm before cancellation.
- b. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation, plus an equitable reasonable adjustment to provide for costs Engineering Design Associates incurs for commitments made firm before cancellation.

Engineering Design Associates will prepare all work in accordance with generally accepted professional practices. It is not the intention of Engineering Design Associates to provide services inconsistent with or contrary to such practices, or to make any warranty or guarantee, expressed or implied, nor to have any agreement or contract for services subject to the provisions of the Uniform Commercial or Specialty Code. Engineering Design Associates does not imply or guarantee the approval or issuance of permits by any individual or agency.

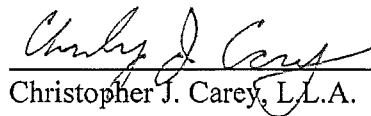
No work shall be commenced until we are in receipt of this signed proposal. Receipt of same shall be considered authorization to proceed with the work described within this proposal. Please indicate your acceptance of this proposal by signing in the space provided below and return one (1) copy to our office. For your convenience, EDA now offers the option of payment via credit card (i.e., Visa, Master Charge, American Express).

Thank you for giving Engineering Design Associates this opportunity to offer our services. If you have any questions or would like to discuss any aspect of this proposal, please do not hesitate to contact our office.

Respectfully submitted,



Steven L. Filippone, P.E., P.P.
for **ENGINEERING DESIGN ASSOCIATES**



Christopher J. Carey, L.L.A.

SLF/CJC/gs
Enclosure

AUTHORIZED BY

DATE

PRINT/TYPE NAME AND TITLE

SOCIAL SECURITY/TAX ID NUMBER

CREDIT CARD COMPANY

CREDIT CARD NUMBER