

RESOLUTION NO. 2024- 49

A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF VINELAND AND TRIAD ASSOCIATES, VINELAND, NJ TO PROVIDE USED A GRANT ADMINISTRATION AND PROJECT IMPLEMENTATION SERVICES FOR THE VINELAND INDUSTRIAL PARK WEST SITE CLEARANCE AND INFRASTRUCTURE PROJECT.

WHEREAS, there exists a need for Consultant Services to assist with grant administration and project implementation for the Vineland Industrial Park West Site Clearance and Infrastructure Project; 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, Triad Associates, Vineland, NJ, has submitted a proposal indicating they will provide the professional services in an amount not to exceed \$97,500.00 for a period of one year January 1, 2024 through project completion and closeout; and

WHEREAS, Triad Associates has completed and submitted a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that Triad 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 Triad 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 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 Triad Associates, Vineland, NJ, for Professional Services to provide USED A grant administration and project implementation services for the Vineland Industrial Park West Site Clearance And Infrastructure Project, in an amount not to exceed \$97,500.00.
2. That this Agreement is awarded without competitive bidding as a Professional Service 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:

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President of Council

ATTEST:

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City Clerk

## PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement (“Agreement”) made January 4, 2024 between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 (“Consultant”) and **CITY OF VINELAND**, 640 Wood Street, Vineland, New Jersey 08360 (“Principal”).

The Principal desires to engage the professional services of Consultant as described in “Exhibit A – Project Description and Scope of Services” (the “Services”), attached and made a part of this Agreement, for the period January 1, 2024 through to project closeout, and

The Consultant is willing to perform the Services for the Principal upon the terms and conditions stated below.

In consideration of the mutual covenants and agreements set forth below, Consultant and Principal agree as follows:

1. The Principal shall provide to the Consultant information and documentation that the Consultant may require to render properly the services provided for in this Agreement. Such information or documentation may include planning, economic and engineering studies, reports or analyses, codes and ordinances, environmental assessments, property appraisals, capital improvement and other development plans and programs, data on housing conditions and current community development activities, maps, correspondence and other pertinent materials.
2. Performance of the Services in a timely manner by Consultant is expressly conditioned upon the furnishing to Consultant by the Principal of information and documentation pursuant to Paragraph 1 of this Agreement and the timely performance of all other obligations required of the Principal in this Agreement. Notwithstanding anything elsewhere to the contrary in this Agreement, the Consultant shall not be responsible for any delays in performance of the Services caused by the failure or delay of the Principal in performance of its obligations under this Agreement, actions or inaction of any governmental agency, or any other cause beyond the control of the Consultant.
3. The Principal and Consultant each agree at all times to exert their best efforts to complete the Services (as described in Exhibit A) in a professional and timely manner.
4. In the event that the Consultant is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the Consultant to the Principal shall be suspended without liability for the period during which the Consultant is so prevented.
5. In the event that the Principal claims that Consultant is in default of this Agreement or has failed to fulfill in a timely and proper manner its obligations under this Agreement, then the Principal agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to Consultant, and Consultant shall have failed, within fifteen (15) days thereafter to actively and diligently, in good faith, proceed with the Contract and the correction of the default. Consultant reserves the right to terminate this Agreement at any time by providing Principal with 30 days written notice.

6. This Agreement constitutes the entire Agreement between parties and supersedes all prior or contemporaneous agreements and understandings (either oral or written).
7. No covenant or condition not expressed in this Agreement shall be effective to interpret, change or restrict this Agreement.
8. Except as otherwise provided in this Agreement, no change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns.
9. Nothing in this Agreement, expressed or implied, shall be construed to confer upon or to give to any person or entity, other than the Principal and the Consultant, their respective heirs, administrators, executors, personal representatives, successors and assigns, and their respective shareholders, or any of them, any rights or remedies under this Agreement.
10. This Agreement shall be construed and interpreted according to the laws of the **STATE OF NEW JERSEY**.
11. Consultant shall comply with all federal, state, county and municipal laws, regulations and ordinances applicable to Consultant or the work in the states and municipalities where the work is to be performed.
12. As compensation for the Services to be performed under this Agreement, Principal agrees to pay Consultant and Consultant agrees to accept for the Services, the compensation outlined in "Exhibit B – Compensation and Method of Payment" that is attached and made a part of this Agreement.
13. This contract may not be assigned by the Principal in whole or in part, without the prior written consent of Consultant.
14. Consultant reserves the right to cease performance under this Agreement due to:
  - a. Principal's nonpayment of compensation as required by Exhibit B;
  - b. Principal's failure to pay invoices within 45 days of receipt;
  - c. Failure of Principal to provide information and documentation outlined in Section 1 of the Professional Services Agreements.
15. Except for the non-payment of Consultant's compensation under this Agreement, Principal and Consultant agree to submit any dispute under this Agreement to binding arbitration. Principal and Consultant shall bear their own costs for presentation of their case to the arbitration.
16. Consultant reserves the right to institute legal proceedings to collect unpaid compensation for services rendered under this Agreement. In the event that Consultant is successful in obtaining a judgment against Principal, the Principal shall also be responsible for the Consultant's legal fees and costs related to the collection action.
17. Except to the extent caused by the negligence or willful misconduct of Consultant, Principal shall indemnify, defend and hold Consultant, its principals, officers, directors, employees and agents harmless against and from all losses which may be imposed upon, incurred by or asserted against



Consultant by any third party and arising out of or in connection with bodily injury or property damage resulting from (a) force majeure, (b) acts of third parties, (c) the acts or omissions (including violations of Law) of Principal, or (d) any matter not within the reasonable control of Consultant.

18. In the event that the Principal is a county or municipal government, or county or municipally created entity, the chief financial officer of the government entity shall certify that the funds are available to pay the compensation of this Agreement.
19. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.
20. All subsequent modifications or amendments to this Agreement shall be attached to this Agreement as the next lettered Exhibit. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving the amendment or modification to this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit. The chief financial officer of the applicable government entity shall also certify that funds are available to pay the compensation required by the modification or amendment to this Agreement.
21. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
22. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

<b>To the Consultant:</b>	<b>To the Principal(s):</b>
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360	CITY OF VINELAND 640 Wood Street Vineland, New Jersey 08360
Attn: Carolyn P. Zumpino President	Attn: Robert E. Dickenson, Jr. Business Administrator

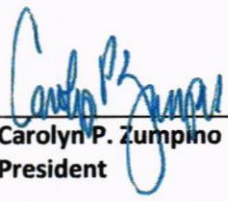
or to such other address as the parties may hereafter designate by notice given in accordance with the terms of this Paragraph. Notice or payments sent through courier service, or private overnight delivery service also comply with the terms of this paragraph.

[SIGNATURE PAGE FOLLOWS]

The Consultant and Principal executed this Agreement as of the date first above written.

**TRIAD ASSOCIATES**

  
\_\_\_\_\_  
Witness/Attest

  
\_\_\_\_\_  
Carolyn P. Zumpino  
President  
Date: January 4, 2024

**CITY OF VINELAND**

\_\_\_\_\_  
Witness/Attest

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date:

**BILLING CONTACT INFORMATION:**

Triad Associates will submit all invoices associated with this Agreement to the Principal's designated department staff member identified below.

*Please Print*

Name/Title: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_

**CERTIFICATION OF FUNDS**

I am the Chief Financial Officer (or equivalent) for the Principal and I certify that funds are available and set aside to pay for the services under this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title

## EXHIBIT A

### PROJECT DESCRIPTION AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated January 4, 2024 between **TRIAD ASSOCIATES** ("Consultant"), and **CITY OF VINELAND** ("Principal").

For the following project, Principal agrees to retain Consultant to provide these services:

**PROJECT DESCRIPTION:** Principal has a need for Consultant Services to assist with grant administration and project implementation of a \$3 million grant from the U.S. Economic Development Administration, (USEDA) for the Vineland Industrial Park West Site Clearance and Infrastructure Project.

**SCOPE OF SERVICES:** The Consultant shall, provide technical and administrative services, act as intermediary between the City of Vineland and USED A, and to assist the Principal in the overall administration of this USED A-funded Project. Administrative services will include, but not be limited to, the following:

**Grant Administration:**

1. Review Grant Agreement General and Special Terms and Conditions and prepare responses/documentation demonstrating compliance prior to implementing any approved project activities.
2. Preparation of Grant Administration Plan for review and approval by USED A
3. Interaction with Architect/Engineer and provide guidance regarding format and content of plans and specs per USED A guidelines.
4. Prepare and provide to Architect/Engineer USED A's prescribed Contract Compliance documentation per Grant Agreement Special Terms and Conditions for inclusion in Bid Package.
5. Present Bid Package (Plans & Specs) to USED A for review and approval prior to publication of public notices and issuance of Bid Package. Follow up with revisions as necessary.
6. Work with Municipality and Architect/Engineer to develop schedule for bidding, contract award, etc. for presentation to USED A.
7. Review Bid Tabulation Sheet prepared by Architect/Engineer along with the Architect/Engineer recommendations (if any) regarding responsible low bid. Forward above materials along with certification re: non-applicability per Debarred Contractor Sub-Contractor lists to USED A for review and approval. Coordinate response with Municipality and Architect/Engineer to EDA's review questions/comments.
8. Coordinate with Municipality and Architect/Engineer transmission of Construction Contract Documents to USED A for review and approval prior to issuance of Notice to Proceed.
9. Forward to USED A Municipality's Notice to Proceed to approved Construction Contractors.
10. Attendance and assistance in coordinating pre-construction conference with Municipality, Architect/Engineer and other public officials including USED A.
11. Develop a file of contractor and subcontractor payroll and related certifications which are part of the construction documents. The Consultant will review, in detail, payroll forms to verify compliance with the published wage rates for this project. Evidence of compliance will be



presented to USED A. Any non-compliance by contractors/subcontractors will be managed in order to achieve compliance with the provisions of the Davis-Bacon Act and/or state prevailing wage act.

- a. Payroll information provided by Contractor and Sub-Contractor will be received by the Architect from the contractors and subcontractors assigned to the project and forwarded to the Consultant for processing. This information will also be used in completing required reporting on MBE and WBE contracting.
12. Review of Architect's approved requisitions to verify percentage of work completed and/or materials/equipment on site. This verification will serve as a basis for drawdowns approved by the Municipality and presented by the Consultant to USED A. The project expenditures review will also include ratio of other public expenditures approved for the project.
13. Preparation of requisite drawdown forms associated with the Federal reimbursement process for execution by Municipality. This includes pro-rata calculations considering other public funds for the local share.
14. Coordination with Municipality's Financial Officer; preparation of USED A financial status reports (Report of Federal Cash Transactions).
15. Preparation of required Project Progress Reports as part of the Federal reimbursement process.
16. Preparation of Quarterly Reports, Bi-annual Federal Financial Reports and 3,6,9 year GPRA Reporting.
17. Attendance at and participation in periodic monitorings conducted by representatives of the Economic Development Administration.
18. Regular verbal coordination and written communications with USED A Regional Office and USED A'S project engineer and Project Representative for purposes of presenting project progress status and related issues.
19. Attendance at the Program Audit and provision of support and information as may be required regarding the Audit.
20. Preparation of Closeout Report in accordance with U.S. Department of Commerce, EDA Regulations.
21. Attendance at Closeout Monitoring to be conducted by the U.S. Department of Commerce, EDA.
22. General administrative assistance to Municipality in order to remain on schedule with the project and assist in providing reports to the Municipality with regard to Program status.
23. Work on program amendments and project change orders. Coordinate same with USED A and project engineer, legal, and other professional services as may be required.
24. Preparation of Application for supplemental funding, if needed.
25. Attendance at meetings with the Municipality to report on the status of project activities, etc., as may be requested.
26. Other services associated with the overall administration of the Vineland Industrial Park West Site Clearance and Infrastructure Project through to Closeout.

**PERFORMANCE PERIOD:** January 1, 2024 through to Project completion and closeout.

## EXHIBIT B COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated January 4, 2024 between **TRIAD ASSOCIATES** ("Consultant"), and **CITY OF VINELAND** ("Principal").

Principal agrees to pay the Consultant as follows:

**COMPENSATION:** Principal shall provide compensation of a flat fee of \$97,500.00 for all USED A Grant Administration / Project Implementation services provided in accordance with Exhibit A.

### **METHOD OF PAYMENT:**

- Consultant shall submit monthly progress invoices until project completion and closeout.
- Principal shall process all invoices for payment upon receipt.
- **Payment Address:** All payments must be remitted to Triad Associates, 1301 W. Forest Grove Road, Bldg. 3A, Vineland, NJ 08360

**UNSPECIFIED TECHNICAL SERVICES:** For services outside the scope of this contract, Consultant shall invoice at the hourly rate effective at the time of service. These rates include all clerical and related services. Unspecified technical services will be performed upon prior authorization from the Principal and/or Principal's staff.

**OVERNIGHT DELIVERY AND CERTIFIED MAIL SERVICES:** Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, USPS Express Mail Service, USPS Certified mail, or other similar services) to the Principal or on behalf of the Principal to other parties. Consultant will charge the Principal the actual cost of these services.