

TOWNSHIP OF EVESHAM  
RESOLUTION NO. 67-2018

AWARD OF CONTRACT FOR  
PROFESSIONAL PLANNING SERVICES  
DOWNTOWN VISION AND REDEVELOPMENT PLAN

WHEREAS, the Township Council of the Township of Evesham has determined to provide for professional planning services in connection with the Downtown Vision and Redevelopment Plan in the Township of Evesham; and

WHEREAS, the Local Public Contracts Law states that a contract, the subject matter of which consists of professional services, may be awarded without competitive bidding; and

WHEREAS, the Township Council believes that the cost of the aforementioned item to be paid with municipal funds will exceed \$40,000.00 in the fiscal year and said services constitute professional services; and

WHEREAS, the Chief Financial Officer, as required by N.J.A.C. 5:30-5.1, has certified that there are sufficient funds available for the purpose of awarding a contract for said purpose, said certification being attached hereto and made a part hereof; and

WHEREAS, the Township Council believes that Jim Constantine, PP, of the firm Looney Ricks Kiss (LRK) Inc., Public Ledger Building, Suite 756, 150 S. Independence Mall West, Philadelphia, PA 19106, possesses the necessary professional qualifications to provide the aforementioned services.

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, in the County of Burlington and State of New Jersey, as follows:

1. That the Township Council, based upon the aforementioned certificate, hereby declares that there are sufficient funds appropriated for the purpose of expending funds for the aforesaid purpose, as is evidenced by the attached Certification of Availability of Funds.

2. That the Township Council, for the aforementioned reasons, hereby declares that the aforementioned services are professional services, i.e. planning services.

3. That the Township Council, for the aforementioned reasons, hereby declares that Jim Constantine, PP, of the firm Looney Ricks Kiss (LRK) Inc., Public Ledger Building, Suite 756, 150 S. Independence Mall West, Philadelphia, PA 19106, possesses the necessary qualifications to render the aforementioned professional services and hereby awards a contract to said person or entity for the aforesaid purposes in an amount not to exceed \$56,000.00, for a period of one year, and in accordance with the terms and conditions of an agreement on file in the Office of the Township Clerk and available for public inspection during regular business hours.

4. That the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Evesham Township Code.

5. That the Township Mayor and Township Clerk are hereby authorized to execute any documents which are necessary to effectuate the terms of this Resolution, subject to review, revision and approval by the Office of the Township Attorney and hereby directs the Township Clerk to prepare and publish the appropriate notice of the award of this contract, if necessary.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at its meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on February 6, 2018.

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ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
D'ANDREA						
DIENNA						
HACKMAN						
ZEULI						
MAYOR BROWN						

Mary Lou Bergh, Township Clerk

AWARD OF CONTRACT FOR  
PROFESSIONAL PLANNING SERVICES  
DOWNTOWN VISION AND REDEVELOPMENT PLAN

THIS AGREEMENT made and entered into this                      day of                      , 2018 by and between the Township of Evesham, having its principal place of business at 984 Tuckerton Road, Marlton, New Jersey 08053 (hereinafter referred to as "Township"), and Jim Constantine, PP, of the firm Looney Ricks Kiss (LRK) Inc., Public Ledger Building, Suite 756, 150 S. Independence Mall West, Philadelphia, PA 19106, (hereinafter referred to as "Planner"):

W I T N E S S E T H

WHEREAS, the Township Council has determined that there exists a need to provide professional planning services in connection with the Downtown Vision and Redevelopment Plan in the Township of Evesham; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5, requires the execution of a written contract for the provision of professional services, which contract may be awarded without public bidding; and

WHEREAS, the Township Council of the Township of Evesham desires to award a contract to Jim Constantine, PP, of the firm Looney Ricks Kiss (LRK) Inc., Public Ledger Building, Suite 756, 150 S. Independence Mall West, Philadelphia, PA 19106, to provide professional planning services in connection with the Downtown Vision and Redevelopment Plan in the Township of Evesham, which contract is in an amount not to exceed \$56,000.00.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions, the parties hereby agree as follows:

1. Scope of Services. The Planner shall perform planning services in connection with the Downtown Vision and Redevelopment Plan in the Township of Evesham in accordance with his proposal dated January 26, 2018, attached hereto as Exhibit B.

2. Township Responsibilities. The Township shall furnish to the Planner, for the performance of his services, any and all necessary data and studies.

3. Compensation. The Township hereby awards said contract to the Planner in an amount not to exceed \$56,000.00. Payment shall be pursuant to the submission of the appropriate voucher(s) which shall specify the services rendered.

Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed by the Township Manager so long as such expenses are reasonable and ordinary.

To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., \$150/ per hour), the following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter.*** Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

4. Term. This contract shall take effect immediately and shall continue for a period of one year.

5. Planner's Responsibilities. The Planner shall perform the aforementioned services in an efficient and expeditious manner. The Planner shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Planner shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

All notices, correspondence, copies of work product, and billing statements for the Township shall be addressed to the Township of Evesham, 984 Tuckerton Road, Marlton, New Jersey 08053.

Professionals (auditors, engineers, attorneys) must obtain authorization for any work performed under this contract from the Township Manager or by formal vote or resolution of the Township Council. Any work not specifically authorized may be rejected for payment in the discretion of the Township Manager when reviewing invoices, vouchers and submissions.

6. Insurance. During the term of this Agreement, the Planner shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of \$1,000,000.00. The Planner shall provide to the appropriate officials of the Township of Evesham a copy of a certificate of insurance as verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

7. Affirmative Action Mandatory Language. (See Exhibit A)

8. Hold Harmless. The Planner shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Planner, its officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the acts of Planner or its servants, agents and employees, in doing

the work and rendering the service herein contracted for, or by or in consequence of any negligence in operations or any improper material or equipment used, or on account of any act or omission of Planner or of its servants, agents and employees; or on account of or in consequence of the performance of this contract; and also from all claims or damage for infringement of any patent in fulfilling this contract. This indemnity shall include attorneys' fees and costs and all other expenses incurred in the defense of any suit.

9. American Disabilities Act. The Planner shall comply with the requirements of the American Disabilities Act where applicable.

10. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Planner may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

11. Integration. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the parties and any oral understanding to the contrary are specifically disavowed.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF EVESHAM

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Mary Lou Bergh  
Township Clerk

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Randy Brown  
Mayor

ATTEST:

LOONEY RICKS KISS (LRK) INC.