

## RESOLUTION 2022-05

### A RESOLUTION OF THE ELK TOWNSHIP COMBINED PLANNING/ZONING BOARD AUTHORIZING CONTRACT WITH THE FIRM OF BACH ASSOCIATES, PC FOR PROFESSIONAL PLANNING SERVICES

**WHEREAS**, the combined Planning/Zoning Board of the Township of Elk has need of the services of a Professional Planner for the year 2022, to render professional advice to the combined Planning/Zoning Board on Planning/Zoning issues and to review applications for development, and

**WHEREAS**, funds have been budgeted for this purpose and have been certified by the Local Finance Officer; and

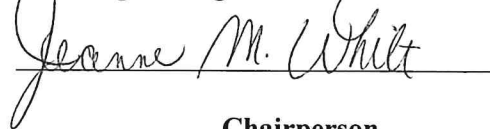
**WHEREAS**, The Local Public Contracts law (NJSA 40A:11-1 et seq.,) requires that the resolution authorizing the award of contracts for "professional service" without competitive bids on the contract itself must be available for public inspection; and

**WHEREAS**, the combined Planning/Zoning Board has selected the firm of **Bach Associates, PC** as the most appropriate firm to fill this position; and

**NOW THEREFORE, BE IT RESOLVED** by the combined Planning/Zoning Board of the Township of Elk as follows:

1. The firm of **Bach Associates, PC** is hereby appointed as the Planner for the Elk Township Combined Planning/Zoning Board for the year commencing January 1, 2022 and terminating December 31, 2022.
2. This contract is awarded without competitive bidding as a Professional Service contract under the provisions of the Local Public Contracts law NJSA 40A:11-5(1)(a) because the firm of **Bach Associates, PC** has previously served as the Planning/Zoning Board Planner and has special knowledge of the conditions of the Township which knowledge is particularly valuable to the Planning/Zoning Board. As such its services are of a nature where it is not possible to obtain competitive bids;
3. A copy of this Resolution shall be published once in the official newspaper, The South Jersey Times, as required by law within ten (10) days of its passage.
4. The Chairman and Secretary of the combine Planning/Zoning Board are hereby authorized and directed to execute an agreement with the firm of **Bach Associates, PC**.

Planning/Zoning Board of Elk Township



, Chairperson

Attest:



Ann Marie Weitzel, Secretary

#### Certification

The undersigned, Secretary of the Planning/Zoning Board of Elk Township hereby certifies that the above is a true copy of a resolution **Adopted and Memorialized** by said Board at a public hearing held on the 19<sup>th</sup> day of January, 2022.

  
Ann Marie Weitzel, Secretary

POSITION: COMBINED PLANNING / ZONING BOARD PLANNER

AGREEMENT  
FOR PLANNING SERVICES

Between

THE TOWNSHIP OF ELK  
COMBINED PLANNING / ZONING BOARD

And

BACH ASSOCIATES, PC

THIS AGREEMENT, made this 21<sup>st</sup> day of January, 2022 between the Township of Elk Combined Planning / Zoning Board, Gloucester County, New Jersey, hereinafter referred to as the BOARD and Bach Associates, PC, a qualified planning firm in the State of New Jersey, hereinafter referred to as the PLANNER.

WHEREAS, the BOARD has appointed the PLANNER to the position of Combined Planning / Zoning Board Planner at the Board's 2021 Reorganization; and

WHEREAS, the PLANNER has designated representatives with the necessary background and expertise to provide the required planning services to the BOARD.

NOW, THEREFORE, it is agreed that:

- A. The PLANNER shall provide planning services to the BOARD for a period of one (1) year from date of the 2022 Board reorganization or until the 2023 Board Reorganization or until a successor is appointed. These services shall include general planning services and such additional supplemental services as may be required by the BOARD.
- B. The PLANNER will be compensated project basis based on a scope of services approved by the BOARD or on an hourly charge as set forth in the 2022 fee schedule provided as Appendix A.
- C. The PLANNER shall report to the BOARD as to the status of all pending or proposed projects.

D. The BOARD and the PLANNER each agree to indemnify and hold the others harmless, and their respective officers, employees, agents, consultants and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the BOARD and the PLANNER, they shall be borne by each party in proportion to its negligence.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

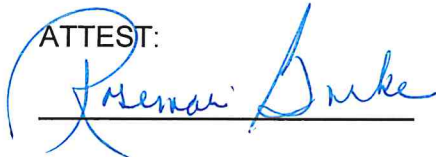
  
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BY:   
\_\_\_\_\_

Township of Elk

Combined Planning / Zoning Board

ATTEST:

  
\_\_\_\_\_

BY:   
\_\_\_\_\_

Steven M. Bach, PE, RA, PP, CME, President

Bach Associates, PC

# APPENDIX A

## 2022 RATE SCHEDULE

### BY PERSONNEL CLASSIFICATION

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PRINCIPAL	\$ 148.00
DEPARTMENT HEAD	\$ 145.00
SENIOR PROJECT MANAGER	\$ 140.00
PROJECT MANAGER	\$ 130.00
SENIOR ENGINEER / ARCHITECT/PLANNER	\$ 125.00
ENGINEER/ARCHITECT/PLANNER	\$ 120.00
SENIOR CONSTRUCTION OBSERVER	\$ 110.00
CONSTRUCTION OBSERVER	\$ 100.00
SENIOR TECHNICIAN	\$ 100.00
TECHNICIAN	\$ 95.00
SURVEY PARTY CHIEF	\$ 100.00
SURVEY TECHNICIAN	\$ 90.00
TECHNICAL TYPIST	\$ 65.00
SECRETARY / CLERK	\$ 45.00

Charges for professional services rendered will be calculated on the total hours expended in each classification. Personnel classifications can be obtained upon request to the Administrative Manager. All time expended is considered on a portal basis. Overtime authorized by the client will be charged at 1.5 multiple of the standard rate.

# APPENDIX A

## 2022 RATE SCHEDULE

Support services, equipment and supplies are those expenses, listed below, required in performance of the contract.

### REPRODUCTION/PRINTING

Mylar	\$ 8.00/sheet
Black Line (24 x 36)	\$ 4.00/sheet
Black Line (30 x 42)	\$ 5.00/sheet
Color (24 x 36)	\$ 5.00/sheet
Color (30 x 42)	\$ 6.00/sheet
Photo Copy (Black & White)	\$ 0.20 per page
Photo Copy (Color)	\$ 0.30 per page

### INVOICING PROCEDURES

Invoices for services rendered will generally be presented monthly, beginning thirty (30) days following commencement of activity. Invoices are due and payable within thirty (30) days of the billing date.

Delinquent payments will be those exceeding thirty (30) days of the billing date. Interest for charges for carrying delinquent payments will be computed at a 1.25% monthly rate (15% APR) not exceeding the maximum amount permissible by law. Cost of collecting delinquent accounts, including attorney's fees and collection agency charges, will be paid by the Client.

In the event that the Client requests termination of the work prior to completion of a report, we reserve the right to complete such analyses and records as are necessary to place our files in order and, where considered by us as necessary to protect our professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 30% of all charges incurred up to the date of the stoppage of the work may, at the discretion of BACH ASSOCIATES, PC, be made.

Rates are subject to change upon notification.