

**CITY OF NORTHFIELD, NJ
AGENDA - SPECIAL MEETING OF COUNCIL
4:15PM – SEPTEMBER 5, 2023**

MEETING CALLED TO ORDER by Mary Canesi, Municipal Clerk. This meeting has been properly advertised in the Press of Atlantic City on Saturday, September 2, 2023, and in accordance with Public Law 1975, Chapter 231.

FLAG SALUTE

COUNCIL ROLL CALL: Bucci, Carfagno, Dewees, Leeds, Notaro, Smith, Polistina

MAYOR: Chau

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

RESOLUTIONS

- 161-2023** Resolution Authorizing The Award Of A Non-Fair And Open Contract For Special Projects Engineer
- 162-2023** Resolution Authorizing An Application To The USDA Water And Waste Disposal Predevelopment Planning Grant Program To Study Sections Of The Sanitary Sewer System To Evaluate Needed Repair And Appointing Authorized Representatives For Matters Involving Documentation For The Same

MEETING NOTICES

City Council	Tuesday September 12 th	6pm Work Session Regular Session immediately following
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ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 161-2023**

**RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND
OPEN CONTRACT FOR SPECIAL PROJECTS ENGINEER**

WHEREAS, the City of Northfield has a need to acquire a Special Projects Engineer as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the anticipated value of the acquisition will exceed \$17,500.00, and funds are available for this purpose; and

WHEREAS, DeBlasio & Associates PC has submitted a proposal July 13, 2023 indicating they will provide Special Project Engineering services for a fee not to exceed \$46,000.00; and

WHEREAS, DeBlasio & Associates PC has completed and submitted a Business Entity Disclosure Certification which certifies that DeBlasio & Associates PC has not made any reportable contributions to a candidate committee in the City of Northfield in the previous one year, and that the contract will prohibit DeBlasio & Associates PC from making any reportable contributions through the term of the contract, and

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Common Council of the City of Northfield that the Mayor and Municipal Clerk are hereby authorized and directed to execute a contract with DeBlasio & Associates PC, 6712 Washington Avenue, Suite 205, Egg Harbor Township, New Jersey as Special Projects Engineer, for the City of Northfield, in accordance with the terms as defined in the Contract incorporated herein as Exhibit A, for a professional service fee not to exceed \$46,000.00 pending grant award. Said contract is awarded in compliance with the rules and restrictions set forth by the State's Local Unit Pay-to-Play law. (New Jersey Pay to Play Law).

BE IT FURTHER RESOLVED that certification of funds has been received from the Municipal Finance Officer, and that funds will be encumbered by purchase order on an as needed basis, as required by pursuant to N.J.A.C 5:30-5.4 and charged to UDSA grant appropriation.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a special meeting of the Common Council of the City of Northfield, held this 5th day of September, 2023

Mary Canesi, RMC, Municipal Clerk

Resolution 161-2023, Exhibit A

AGREEMENT
FOR
PROFESSIONAL MUNICIPAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 6th day of September, 2023, by and between DeBlasio and Associates PC, having its principal place of business at 4701 New Jersey Avenue, Wildwood, New Jersey, 08260, hereinafter called "SPECIAL PROJECTS ENGINEER"; and the City of Northfield, having offices at 1600 Shore Road, Northfield, NJ 08225, hereinafter called the "CLIENT".

WHEREAS, CLIENT wishes to obtain special professional engineering services for special projects for the period August 22, 2023 through December 31, 2023 (sometimes referred to herein as the "Work") as outlined in the attached quote for 'USDA Rural Development Engineering and Grant Writing Services',.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, CLIENT and SPECIAL PROJECTS ENGINEER agree as follows:

SECTION 1 - BASIC SERVICES OF SPECIAL PROJECTS ENGINEER

- A. SPECIAL PROJECTS ENGINEER is retained as an independent contractor and not as an employee of the CLIENT.
- B. SPECIAL PROJECTS ENGINEER shall be responsible to CLIENT for SPECIAL PROJECT ENGINEER's negligent acts, errors or omissions in the performance of its professional engineering services and those of its subcontractors, agents and employees. However, SPECIAL PROJECT ENGINEER shall not be responsible for the negligent acts, errors or omissions of any other persons including but not limited to the agents, employees and contractors of CLIENT.
- C. The role of the SPECIAL PROJECTS ENGINEER shall also be in the form of agent to facilitate RFP/RFQ for public bidding of engineering services, if needed, for the USDA Rural Development Grant referenced herein, and upon further approval by Resolution of the governing body.

SECTION 2 - CLIENT'S RESPONSIBILITIES

CLIENT shall:

- (a) Assist SPECIAL PROJECTS ENGINEER by placing at his disposal all available information pertinent to the Work, including previous reports and any other data relative to the Work.
- (b) Arrange for access to and make all provisions for SPECIAL PROJECTS ENGINEER to enter upon public and private property as required for ENGINEER to perform its services.
- (c) Examine all studies, reports, sketches and other documents presented by SPECIAL PROJECTS ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination, within a reasonable time so as not to delay the services of SPECIAL PROJECTS ENGINEER.
- (d) Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT'S policies and make decisions with respect to the Work. This

provision shall be optional at the sole and absolute discretion of the CLIENT.

(e) Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.

(f) The City assumes no responsibility whatsoever, financial or otherwise, for engineering services for work performed after the effective date of this contract that has not been preauthorized in writing in advance of commencement of the services.

SECTION 3 - PERIOD OF SERVICE

(a) The rate of compensation for SPECIAL PROJECT ENGINEER's services as set forth in the attached quote for 'USDA Rural Development Engineering and Grant Writing Services' have been agreed to in anticipation of the orderly and continuous progress of the Work through completion.

(b) Phase III of the attached quote for 'USDA Rural Development Engineering and Grant Writing Services', entitled USDA RD Community Facilities Application, shall commence upon approval by Resolution of the Governing Body.

(c) This Agreement shall cover the period from August 22, 2023 through December 31, 2023.

SECTION 5 - PAYMENTS TO MUNICIPAL ENGINEER

(a) SPECIAL PROJECTS ENGINEER shall be paid in accordance with the fees in the attached quote for 'USDA Rural Development Engineering and Grant Writing Services' and shall submit invoices attached noting services rendered, based on project proposal billing format. CLIENT shall make payments in response to SPECIAL PROJECT ENGINEER's invoices and as approved by the Governing Body at the next ensuing regularly scheduled meeting.

(b) In the event of a termination under SECTION 6(a) of this Agreement, ENGINEER will be paid for all fees due as of the date of termination.

SECTION 6 - GENERAL PROVISIONS

(a) Termination - Either the CLIENT or the SPECIAL PROJECTS ENGINEER may terminate this Agreement without advance notice and effective immediately for cause which, on the part of the SPECIAL PROJECTS ENGINEER shall be for breach of the terms and conditions of this Agreement, and, on the part of the CLIENT, shall be for failure to make the payments under the terms of this Agreement; or, otherwise, with or without cause, upon thirty (30) days advance written notice to the other party.

(b) Project Records - As used in this Agreement, the term, "Records", shall include plans, reports, documents, field notes, work product, or other items generated or obtained for the Project by SPECIAL PROJECTS ENGINEER.

(c) Records shall become the property of the CLIENT upon payment for all the Work. Originals of Records shall be turned over to the CLIENT upon job completion. At completion of any/all projects approved by the City, original plans shall be sent to the City in both electronic format and paper. The CLIENT shall be entitled to additional copies of all Records within a reasonable period of time after forwarding a written request to the SPECIAL PROJECTS ENGINEER, provided that the CLIENT has paid the

SPECIAL PROJECTS ENGINEER for all the Work. SPECIAL PROJECTS ENGINEER shall be compensated for the reasonable costs of reproduction of the additional copies of the requested Records.

(d) Governing Law - This Agreement is to be governed by the laws of New Jersey in which the services are to be performed. Venue shall be laid in Atlantic County.

(e) Successors and Assigns - neither the CLIENT nor SPECIAL PROJECTS ENGINEER shall assign this Agreement without the express written consent of the other, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. In accordance with the terms of his agreement, nothing contained in this paragraph shall prevent SPECIAL PROJECTS ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of the Work hereunder.

(f) The mandatory language of applicable equal employment opportunity and affirmative action laws and regulations promulgated by the federal and state governments having jurisdiction are incorporated by reference into this Agreement. SPECIAL PROJECTS ENGINEER agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the appropriate authorities.

SECTION 7 - EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

Quote for 'USDA Rural Development Engineering and Grant Writing Services'

- Certificates of Insurance naming City of Northfield as "Additional Insured"

SECTION 8 - INSURANCE

SPECIAL PROJECTS ENGINEER shall carry the following insurance during the performance of its services and shall provide certificates of insurance evidencing its coverage, prior to starting the Work. The certificates of insurance shall name the City of Northfield as an "Additional Insured" and provide for advance notice to the CLIENT of any subsequent modification or cancellation of the coverages:

- Worker's Compensation Insurance with statutory coverage and \$1,000,000 employer's liability coverage.
- Commercial General Liability Insurance with aggregate annual limits of \$1,000,000.
- Automobile Liability Insurance with aggregate annual limits of \$1,000,000.
- Professional Liability Insurance with aggregate annual limits of \$1,000,000.

SECTION 9 - INDEMNIFICATION AND WAIVER

- The City shall be named as an additional insured for general liability coverage under such policy of

insurance that Engineer shall be required to obtain, and by execution of this agreement Engineer has guaranteed his having procured the requisite insurance coverages sufficient to otherwise enable that the City will be fully protected in each and every occurrence and said procurement shall be herewith required in advance of commencing any work in connection with this agreement. The Engineer shall provide the City with evidence of insurance coverage in the form of a certificate which shall also provide that the insurer shall be obligated to notify the City of any cancellation or modification of insurance coverage to the Engineer within thirty (30) days thereof.

(b) The SPECIAL PROJECTS ENGINEER hereby agrees to indemnify and hold harmless CLIENT and its subcontractors, consultants, agents, officers, directors and employees from and against any and all claims, damages, losses and expenses, whether direct, indirect, or consequential (including but not limited to reasonable attorneys' fees), arising out of, resulting from, or alleged to have arisen out of or to have resulted from, the services or work, or the failure to perform services or work, or any claims against CLIENT arising from the negligence of the SPECIAL PROJECTS ENGINEER, **except for those claims, damages, losses or expenses proximately caused by the gross negligence, sole negligence or willful misconduct of CLIENT.** It is the intention of the parties that pursuant to this waiver and indemnification provision, the SPECIAL PROJECTS ENGINEER shall indemnify CLIENT to the fullest extent permitted by law for liabilities arising other than from the sole negligence or willful misconduct of CLIENT. Such indemnification shall also not apply to claims, damages, losses or expenses which are finally determined to result from the fraud, intentional tort, bad faith or criminal misconduct of CLIENT.

SECTION 10 - DISPUTE RESOLUTION – INTENTIONALLY DELETED.

SECTION 11 - HEALTH AND SAFETY

CLIENT shall be solely responsible for the health, safety and welfare of its employees and agents and others with regard to the Work, and shall strictly comply with all health and safety rules. CLIENT is solely responsible for establishing and enforcing any additional requirements that CLIENT deems necessary to protect its employees, SPECIAL PROJECTS ENGINEER's employees, and any other persons entering the site for purposes relating to CLIENT'S operations.

SECTION 12 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between CLIENT and SPECIAL PROJECTS ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by the terms of a mutually agreed written instrument. In case of any inconsistency between the terms of a Work Order and this Agreement, the terms of this Agreement shall prevail, unless the terms of the Work Order expressly provide that the terms of the Work Order are to prevail.

SECTION 13 - NON-FAIR AND OPEN CONTRACT CONTRIBUTION PROHIBITION

Political Contribution Disclosure. This contract has been awarded to SPECIAL PROJECTS ENGINEER based on the merits and abilities of SPECIAL PROJECTS ENGINEER to provide the good or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that SPECIAL PROJECTS ENGINEER, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would,

pursuant to P.L. 2021, c. 30 , affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the *municipality* if a member of that political party is serving in an elective public office of that *municipality* when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that *municipality* when the contract is awarded.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

ATTEST:

CLIENT

By _____

Print or Type Name

Title

ATTEST:

DE BLASIO & ASSOCIATES, P.C.

By _____

Name and Title

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 162-2023**

**RESOLUTION AUTHORIZING AN APPLICATION TO THE USDA
WATER AND WASTE DISPOSAL PREDEVELOPMENT PLANNING
GRANT PROGRAM TO STUDY SECTIONS OF THE SANITARY
SEWER SYSTEM TO EVALUATE NEEDED REPAIR AND
APPOINTING AUTHORIZED REPRESENTATIVES FOR MATTERS
INVOLVING DOCUMENTATION FOR THE SAME**

WHEREAS, portions of the City of Northfield sanitary sewer system are in need of repair to better serve the residents and businesses of the City; and

WHEREAS, the Common Council of the City of Northfield desires to engage an Engineer to evaluate the sanitary sewer system and develop a plan to complete repairs where needed to better meet the needs of the City; and

WHEREAS, the Common Council of the City of Northfield desires to pursue funding from the United States Department of Agriculture (USDA), Water & Waste Disposal Predevelopment Planning Grants program to assist with the cost of developing this plan.

NOW, THEREFORE, BE IT RESOLVED by the Common Council that the City of Northfield will apply for a USDA Water & Waste Disposal Predevelopment Planning Grant in the amount of \$8,000.00 for the execution of this study and the resultant recommendations for repair; and

BE IT FURTHER RESOLVED, that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other document in connection therewith:

Erland Chau, Mayor

Mary Canesi, RMC, Municipal Clerk

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Special Meeting of the Common Council of the City of Northfield, held this 5th day of September, 2023.

Mary Canesi, RMC, Municipal Clerk

CERTIFICATION

I, Mary Canesi, Municipal Clerk of the City of Northfield in the County of Atlantic and the State of New Jersey do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by a majority of the full membership of the Common Council at its meeting of September 5th, 2023.

Mary Canesi, RMC, Municipal Clerk

Seal