

PLANNING BOARD
CITY OF SOUTH AMBOY

RESOLUTION # 04 - 2013

RESOLUTION TO AUTHORIZE PROFESSIONAL SERVICES FOR THE PLANNING
BOARD OF THE CITY OF SOUTH AMBOY

WHEREAS, the Planning Board (“the Board”) issued a Request for Proposals for Professional Planning Services to be provided to the Board; and

WHEREAS, the Board received one proposal submitted by the firm AJV Engineering; and

WHEREAS, the Board reviewed said proposal based on criteria outlined in the Request for Proposals and has determined that the firm of AJV Engineering Inc., 424 Amboy Avenue, P.O. Box 548, Woodbridge, New Jersey 07095 meets all criteria; and

WHEREAS, the Board has determined that the process utilized in selecting AJV Engineering meets the statutory requirements for award of a contract pursuant to the “Fair and Open” process of the Local Unit Pay-to-Play Law pursuant to N.J.S.A. 19:44A-20-4 et seq.; and


WHEREAS, the Board is satisfied that the services to be provided qualify as professional services in accordance with N.J.S.A. 40A:11-5 (1) (a) (i); and

WHEREAS, the Board has determined to retain the services of AJV Engineering, Inc. in accordance with the proposal.

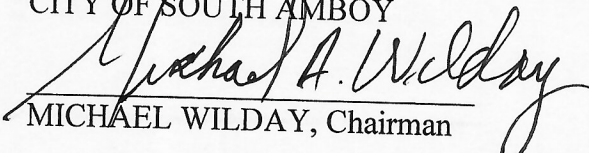
NOW THEREFORE, BE IT RESOLVED by the Planning Board of the City of South Amboy in the County of Middlesex and State of New Jersey on this 24th day April 2013 as follows:

1. The Chairman of the Planning Board is authorized and directed to execute an agreement with AJV Engineering Inc. setting forth the terms and conditions of service as set forth in the proposal of AJV Engineering Inc.
2. A copy of the contract shall be kept on file and available for public inspection in the Office of the Clerk of South Amboy.
3. A copy of the within Resolution shall be published by the Secretary to the Planning Board in the official newspaper of the Board within 20 days of the date hereof.

ATTEST:


LINDA GARNETT, Secretary

PLANNING BOARD OF THE
CITY OF SOUTH AMBOY


MICHAEL WILDAY, Chairman

CERTIFICATION

Certified to be a True Copy of a Resolution adopted by the South Amboy Planning Board at a duly convened meeting of the Board held on April 24, 2013.

DATE:

Linda Garnett, Secretary

PLANNER'S PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made on the _____ day of _____, 2013, by and between:

THE CITY OF SOUTH AMBOY, a body politic and corporate of the State of New Jersey, acting by and through the
CITY COUNCIL
140 North Broadway
South Amboy, New Jersey 08879

(referred to in this Agreement as the "**City**")

and

AJV ENGINEERING, INC.
424 Amboy Avenue, Suite 201
P.O. Box 548
Woodbridge, New Jersey 07095

(referred to in this Agreement as the "**Planner**").

WHEREAS, the City of South Amboy has designated the Planner to provide special planning services as required by and on behalf of the City and its Planning Board; and,

WHEREAS, this contract is designed to comply with the provisions of the Local Public Contracts Law, **N.J.S.A. 40A:11-5**; and,

WHEREAS, this contract is the result of a fair and open process;

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

1. The City of South Amboy employs the Planner to provide special planning services to the City Planning Board with his attendance at Planning Board meetings, advice and consulting to the Board, and preparation of any necessary planning reports.

2. The Planner shall keep the City advised of the character and progress of his services.

3. The City shall pay the Planner a flat rate of \$1500.00 per month.

4. Vouchers for services may be submitted periodically. Each voucher shall be signed by the Planner and shall provide such detail as is acceptable to the Chief Financial Officer of the City. The Planner will maintain adequate books and records indicating the services performed for the City Planning Board and will retain them for a period of six (6) years after completion of the work to be performed, and will make them available to the City or its officials, for inspection, upon reasonable request during that period.

5. The City, at its discretion, may vote to cancel this contract upon thirty (30) days' written notice to the Planner. The Planner shall be paid for all services rendered to the date of termination, and for any services the Planner may provide after the date of termination which are necessary to insure a smooth transaction.

6. The Planner's response to the City's Request for Qualifications, including all submitted documents are incorporated herein and made a part hereof.

7. The Planner will maintain, during the full term of this contract, a policy of professional liability insurance covering the work performed by the Planner and will provide the city with a Certificate of Insurance within ten (10) days hereof.

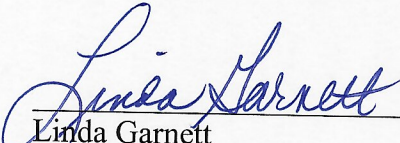
8. This contract is awarded to the Planner pursuant to the Professional Services Exception to the Local Public Contracts Law of the State of New Jersey. The Planner will remain, throughout the term of this contract, licensed as a Professional Planner of the State of New Jersey. The Planner understands that it is unlawful for the City to make payments for services due him, if he is not licensed as a Professional Planner of the State of New Jersey. Therefore, the Planner agrees to maintain such license and further agrees to reimburse the City for any sums paid to him, should these representations prove to be untrue.

9. This contract is also awarded as a result of a fair and open process with the Planner being deemed qualified for his professional services to the City Planning Board.

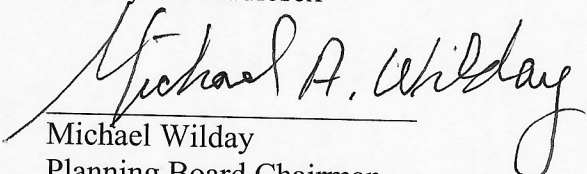
10. The parties have read and fully understand this contract. It is signed and sealed in accordance with New Jersey Law by the duly authorized corporate officers of the City and by the Planner.

Attest:

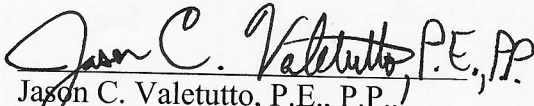
City of South Amboy Planning Board
County of Middlesex



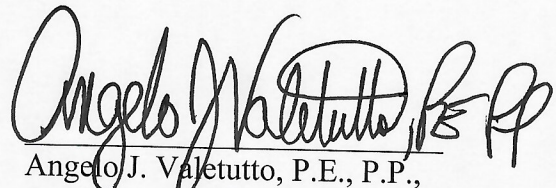
Linda Garnett
Planning Board Secretary

By: 

Michael Wilday
Planning Board Chairman



Jason C. Valetutto, P.E., P.P.,
Vice President, AJV Engineering, Inc.



Angelo J. Valetutto, P.E., P.P.,
President, AJV Engineering, Inc.

FILE COPY

RECEIVED

JUL 11 2013

BY: _____

Home News Tribune
New Jersey Press Media Solutions
P.O. Box 677599
Dallas, TX 75267-7599

CITY OF SOUTH AMBOY
140 N BROADWAY
SOUTH AMBOY, NJ 088791642
Attn: LINDA GARNETT

July 06, 2013

Acct# 076148 Order # 0101787545

AD #	DATES	Advertisement/Description	Publications	NUMBER OF LINES	RATE PER LINE	TOTAL AMOUNT
0101787545	7/06/13	NOTICE ATTONEY	1 x	42	0.27	\$10.92
		Affidavit of Publication Charge				35.00
		TOTAL AMOUNT DUE				45.92

Check #: _____

Date: _____

CERTIFICATION BY RECEIVING AGENCY
I, HAVING KNOWLEDGE OF THE FACTS, CERTIFY AND DECLARE THAT THE GOODS HAVE BEEN RECEIVED OR THE SERVICES RENDERED AND ARE IN COMPLIANCE WITH THE SPECIFICATIONS OR OTHER REQUIREMENTS, AND SAID CERTIFICATION IS BASED ON SIGNED DELIVERY SLIPS OR OTHER REASONABLE PROCEDURES OR VERIFIABLE INFORMATION.

SIGNATURE: _____
TITLE: _____ DATE: _____

CERTIFICATION BY APPROVAL OFFICIAL
I CERTIFY AND DECLARE THAT THIS BILL OR INVOICE IS CORRECT, AND THAT SUFFICIENT FUNDS ARE AVAILABLE TO SATISFY THIS CLAIM. THE PAYMENT SHALL BE CHARGEABLE TO:

APPROPRIATION ACCOUNT(S) AND AMOUNTS CHARGED: P.O. # _____

SIGNATURE: _____
TITLE: _____ DATE: _____

CLAIMANT'S CERTIFICATION AND DECLARATION:
I DO SOLEMNLY DECLARE AND CERTIFY UNDER THE PENALTIES OF THE LAW THAT THIS BILL OR INVOICE IS CORRECT IN ALL ITS PARTICULARS; THAT THE GOODS HAVE BEEN FURNISHED OR SERVICES HAVE BEEN RENDERED AS STATED HEREIN; THAT NO BONUS HAS BEEN GIVEN OR RECEIVED BY ANY PERSON OR PERSONS WITHIN THE KNOWLEDGE OF THIS CLAIMANT IN CONNECTION WITH THE ABOVE CLAIM; THAT THE AMOUNT HEREIN STATED IS JUSTLY DUE AND OWING; AND THAT THE AMOUNT CHARGED IS A REASONABLE ONE.

Date: July 06, 2013
Signature: Linda Garnett
Federal ID #: 061032273
Official Position: Clerk

Kindly return a copy of this bill with your payment so that we can assure you proper credit.

Linda Garnett

From: Williams, Cathy <CWilliams@njpressmedia.com> on behalf of LEGALS, HNT <HNTLEGALS@ad.gannett.com>
Sent: Monday, July 01, 2013 12:52 PM
To: 'Linda Garnett'
Subject: RE: Two Notices to be published

Pub date will be 7/6

Catherine M Williams
Home News Tribune Legal Clerk
3601 Hwy. 66 | Neptune, NJ 07754
T 1.888.516.9220 x3664
cwilliams@NJPressMedia.com
hntlegals@gannett.com
NJPressMediaSolutions.com

LEGAL DEADLINES:		
HOME NEWS TRIBUNE		
Pub. Date	Deadline	Time
Thur. July 4	Mon. July 1	noon
Fri. July 5	Mon. July 1	noon
Sat. July 6	Tues. July 2	4:30pm
Sun/ July 7	Tues. July 2	4:30pm
Mon. July 8	Wed Tues. July 3	4:30pm



***Please note: An Affidavit of Publication (which is your Notarized proof that you legally published your notice in the newspaper) will be charged and automatically added to your invoice unless you let us know **in writing** that you do not wish to have one.

From: Linda Garnett [mailto:garnettl@southamboynj.gov]
Sent: Monday, July 01, 2013 12:47 PM
To: LEGALS, HNT
Subject: Two Notices to be published

Please publish the attached two Notices in the Wednesday, July 3rd edition of the Home News Tribune. Please send the proof of publications and invoice to Mary Sue Felice's attention. If you have any questions, please do not hesitate to contact me.

Thank you,
Linda Garnett