

**RESOLUTON
MONTCLAIR TOWNSHIP
PLANNING BOARD**

**AUTHORIZING THE EXECUTION OF A FAIR AND OPEN PROFESSIONAL SERVICES
AGREEMENT WITH BARTON ROSS & ASSOCIATES, LLC TO SERVE AS PLANNING
BOARD ARCHITECT (RFP 22 – 18)**

December 19, 2022

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-24, provides that the Planning Board may employ legal counsel, experts and staff as it may deem necessary, not exceeding, the amount appropriated by the governing body for its use; and

WHEREAS, the Board has determined it has the need to retain an architect to provide professional services including, but not limited to advice and consultation of development applications, attendance at meetings, preparation of reports and other services as may be required from time to time; and

WHEREAS, Request for Qualifications for Professional Services CY 2023 Various Montclair Township Land Use Board Professionals (RFP 22-19) was issued on October 24, 2022 and the following proposals were received for Planning Board Architect:

1. Barton Ross & Partners, LLC, Livingston, NJ 07039
2. CME Associates, Parlin, NJ 08859

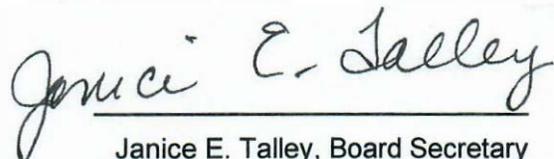
WHEREAS, after review of the proposals, the Planning Board has selected Barton Ross & Partners, LLC to serve as Board Architect for 2023 for an amount not to exceed \$15,000; and

WHEREAS, pursuant to N.J.S.A 19:44A – 20.5 et seq. this contract is being awarded under the Fair and Open Process; and

WHEREAS, the Chief Financial Officer has certified that funds for this contract are available in account 03-270-56-018-001 subject to the adoption of the 2023 adopted municipal budget/2023 temporary municipal budget; and

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Montclair that it does hereby appoint Barton Ross & Partners, LLC as Board Architect to serve from January 1, 2023 to December 31, 2023 or until a successor is appointed; and

BE IT FURTHER RESOLVED by the Planning Board of the Township of Montclair, in the County of Essex, that the Township Manager and Township Clerk be and are hereby authorized to execute and attest an agreement with Barton Ross & Partners, LLC to serve as Planning Board Architect for 2023 for an amount not exceed \$15,000 contingent upon the execution of a contract, subject to the appropriation of sufficient funds in the 2023 adopted municipal budget/2023 temporary municipal budget, otherwise the contract cannot exceed the amount available for the 2023 temporary budget period.



Janice E. Talley, Board Secretary



Township of Montclair 205 Claremont Avenue Montclair, NJ 07042 tel: 973-509-4964 fax: 973-509-0370



Chief Financial Officer
Director of Finance

CERTIFICATION OF FUNDS

I HEREBY CERTIFY THAT THE TOWNSHIP OF MONTCLAIR HAS UNENCUMBERED FUNDS ON HAND FOR THE PAYMENT OF SERVICES, GOODS, AND/OR MERCHANDISE AS STATED IN THE FOLLOWING CONTRACT:

PURPOSE OF CONTRACT	Planning Board Architect

TOTAL AMOUNT OF CONTRACT SUBJECT TO APPROPRIATIONS IN BUDGET	\$ 15,000.00

ACCOUNT NUMBER (S)	_____
	03-270-56-018-001

NAME AND ADDRESS OF COMPANY	Barton Ross & Partners

	184 S. Livingston Ave, Suite 9-140

	Livingston, NJ 07039

Padmaja Rao

Padmaja Rao, CPA, RMA, CMFO
Chief Financial Officer
Director of Finance

Date: 12/13/2022

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this 15th day of December, 2022 between the Township of Montclair, a body politic and corporate of the State of New Jersey (the "Township") and the following professional service provider ("Provider"):

Name of Provider: Barton Ross & Partners, LLC

Office address: 184 S. Livingston Avenue, Suite 9-140 Livingston, NJ 07039

Professional license type: Architecture License #: 2A101887900

WHEREAS, it is agreed as follows:

1. **Services.** Provider shall provide the Planning Board with professional services as directed by the Director of Planning. The services to be performed shall include architectural services in connection with matters pending before the Planning Board including advice and consultation of development applications, attendance at meetings, preparation of reports and other services as may be required from time to time and all services as outlined in the attached proposal dated November 11, 2022. The services shall also include other matters as assigned.

2. **Term.** The term of this agreement shall be January 1, 2023 through December 31, 2023. The term may not exceed one year.

3. **Compensation.** Provider shall be compensated as follows:

Fixed amount (s): _____

Hourly rate: \$100 per hour

Total shall not exceed: \$15,000 from the development escrow account

The Township shall not be charged for the time spent by Provider preparing, reviewing or discussing its bill for or with the Township. The Township shall also not be charged for Provider's clerical staff.

4. **Disbursements.** In addition to fee income but included in the "not to exceed" limit, Provider will be entitled to payment or reimbursement for the reasonable costs and expenses incurred hereunder on the Township's behalf.

5. **Estimates.** Although Provider will, upon the Township's request, furnish estimates of fees and costs that are anticipated, the parties understand that these estimates are by their nature inexact.

6. **In-House Costs.** The Township shall not be charged for in-house costs for photocopies at a rate greater than ten cents per copy, the line and usage charges for telephone calls, e-mails, or facsimiles.

7. **Billing.** Fees and expenses will be billed monthly upon submission of periodic vouchers accompanied by a statement of services rendered. No payment under this contract shall be made until Provider claiming same presents a detailed bill of items on demand specifying particularly how the bill is made up upon a Township voucher form with the Certification of Provider claiming

that it is correct, together with a Certification of some officer or duly designated employee of the Township that said goods have been received or the services rendered to the Township. The Township shall not be obligated to pay fees and expenses not billed within sixty (60) days of when incurred.

8. **Communication.** Upon request, Provider shall provide a written update for the Township Provider including a brief description of activity to date, the current status of matters outstanding, what developments are expected during the current quarter and billing information.

9. **Severability of Provisions.** If any provision of this agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or to other circumstances.

10. **Waiver of Breach.** The waiver by the Township of any breach of any term or condition of this agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition of this contract.

11. **Discrimination.** The provisions of N.J.S.A. 10:2-1 through 10:2-4, inclusive, relating to discrimination in employment on public contracts, and rules and regulations promulgated thereunder, are incorporated into the terms and conditions of Provider's retention and made a part of hereof.

12. **Affirmative Action.** Attachment A containing the Affirmative Action requirements is incorporated herein.

13. **Americans with Disabilities Act.** Attachment B containing the Americans with Disabilities Act requirements is incorporated herein.

14. **Political Contribution Disclosure.** Attachment C containing the requirements for a non-fair and open contract is incorporated herein.

This contract has been awarded to the Provider based on the merits and abilities of the Provider to provide the goods 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 Provider does hereby attest that the Provider, 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 19:44A16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, 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 Township if a member of that political party is serving in an elective public office of the Township when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

15. **Conflicts of Interest.** During the period of this agreement, the Provider and all entities with which is engaged shall not accept engagements, do work, for any entity, private or governmental, for work or services in the Township which deal with the functioning, operations, grants, studies, litigation, appearances before its bodies and officials, developmental applications or public work

which will be considered a conflict with the agreement. As a public entity, the Township cannot waive a conflict of interest. Provider agrees to notify the Township Attorney immediately if a conflict arises or is discovered during the term of or in the course of performing the services pursuant to this Agreement.

16. **Confidentiality.** Provider agrees that all reports and conclusions are for the confidential use and information of the Township and that Provider will not disclose the conclusions, in whole or in part, to any person or persons whatsoever.

17. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon providing not less than thirty (30) days prior written notice to the other party. This agreement shall be binding on the heirs, successors, and assigns of each party hereto.

18. **Notices.** All notice given pursuant to this Agreement shall be in writing and delivered by mailing same, by regular mail, lawyers' service or some other method of overnight delivery to the respective parties at the address set forth below:

Barton Ross & Partners, LLC
184 S. Livingston Avenue, Suite 9-140
Livingston, NJ 07039
Attn: Barton Ross

Township of Montclair
Township Manager's Office
205 Claremont Avenue
Montclair, New Jersey 07042

Township of Montclair
Township Attorney's Office
205 Claremont Avenue
Montclair, New Jersey 07042

19. **Hold Harmless.** The Provider specifically agrees to save and hold the Township harmless from all acts of negligence by the Provider which may arise out of this Agreement. This relationship created by this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed so as to create a partnership or any other employee/employer relationship between the parties. Provider agrees to abide by all requirements contained in the "Local Public Contracts Law," N.J.S.A. 40:11-1 et seq. and to all Local, State and Federal laws in effect during the term of this Agreement.

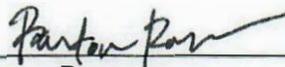
20. **Insurance.** The Provider shall be responsible to maintain all insurance which is required by the laws of the State of New Jersey. The Provider shall maintain professional liability insurance in the amount of at least \$1,000,000.00 at all times during the term of this Agreement.

21. **Agreement.** Provider's signature on this agreement constitutes acceptance of the foregoing terms and conditions, and if applicable, ratification of those terms and conditions in connection with work already performed. This agreement constitutes the entire understanding concerning the Township's engagement of Provider and cannot be modified except in a writing signed by both parties.

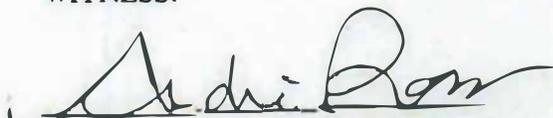
22. **Additional Provisions.** None Attached

IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the dates set forth below.

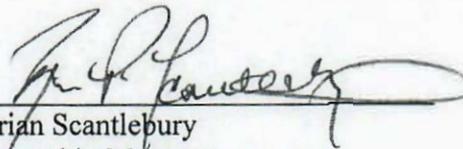
Barton Ross & Partners, LLC


Barton Ross

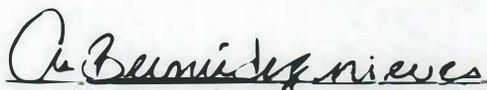
WITNESS:


Name:

TOWNSHIP OF MONTCLAIR


Serving as Brian Scantlebury
Township Manager

ATTEST:


Angelese Bermudez Nieves, Township Clerk



Authority:

This agreement was approved on December 19, 2022 by Resolution
of the Planning Board of the Township of Montclair.

A handwritten signature in cursive script that reads "Janice E. Talley".

Janice E. Talley
Director of Planning

Barton Ross & Partners LLC

Architects

November 11, 2022

Janice Talley, PP, AICP
Director of Planning and Community Development
Township of Montclair
205 Claremont Avenue
Montclair, NJ 07042
(973) 509-4954

Re: RFP 22 – 19 Request for Qualifications (RFQ) – Professional Services
CY 2023 Various Montclair Township Land Use Board Professionals D. Planning Board Architect

Dear Ms. Talley,

Barton Ross & Partners, LLC Architects (Consultant) is pleased to provide the Township of Montclair (Township), with this proposal to continue to provide design review services for site plan applications to the Montclair Planning Board in Montclair, New Jersey for calendar year 2023. This proposal includes an overview of our firm, qualifications, hourly rate, reimbursable expenses and references. Our contact information is as follows:

Barton Ross, President, Barton Ross & Partners, LLC
184 S. Livingston Ave., Suite 9-140, Livingston, NJ 07039
973-818-4749 or Barton@BartonRoss.com

OVERVIEW & QUALIFICATIONS

Barton Ross & Partners, LLC Architects (Consultant) is pleased to provide the Township of Montclair (Township), with this proposal to provide design review services for site plan applications to the Montclair Planning Board in Montclair Township, NJ. This project may be referred to as the "Planning Board Architect."

Barton Ross & Partners, LLC Architects is a design practice which has served as planning, preservation, and construction consultant to numerous nonprofits, companies and municipalities in the Mid-Atlantic region. Barton Ross will serve as the principal-in-charge. He will be the primary representative to the Township and will personally be doing the bulk of the consulting work, lending years of award-winning expertise and architectural skill. Mr. Ross is a licensed historic architect per the Secretary of the Interior's Code of Federal Regulations, 36 CFR Part 61, and recently presented the lecture on architectural surveying with the State of NJ's Historic Preservation Office at their annual workshop for local commissions. See description below:

Do you Really Know your Resources? – How to Use the Survey and Criteria for HPC Review

Do you really understand the value of your historical resources? Do you know how to use your ordinance to make informed decisions and withstand legal challenges? Architect Barton Ross will detail the importance of updating your survey and what standards commission members need to reference when making effective recommendations on applications.

Mr. Ross has consulted on planning and historic preservation matters with numerous New Jersey municipalities including Saddle River, Neptune, North Plainfield, Cape May, Ocean City, Montclair, Millburn, Verona, Lower Township, Mountain Lakes, Scotch Plains, and Plainfield. He has recently lectured to various other historic preservation commissions including Summit, Nutley and Madison. His

previous work with Montclair's Certified Local Government program was recognized by the National Park Service, the National Trust for Historic Preservation and the Secretary of the Interior. He currently serves on the Board of Directors for Preservation New Jersey and the state's Sustainable Jersey Preservation Task Force. Mr. Ross authored the Town of Millburn's Historic Preservation Ordinance, which was recently described by the State Historic Preservation Office:

"Overall the language is very clear. Criteria and processes are generally transparent. I don't know how many ordinances I have reviewed over the years, but by far, I would say Millburn was the best." State of New Jersey DEP

Barton Ross is familiar with Montclair having served as the Township's Historic Preservation Consultant from 2011-14 and working in the Planning Department. Since then, Mr. Ross has continued to consult for the Montclair Center BID (Main Street project), the Montclair Historical Society (lectures on how to research the history of your home), and SmithMaran Architecture + Interiors (Redevelopment projects). Barton has also led numerous walking tours of Montclair's Central Business District, including "An Architectural Walking Tour of Montclair's Historic Town Center" in October, 2015, in support of Montclair's national recognition as one of America's greatest main streets.

Mr. Ross is well versed in the Municipal Land Use Law (MLUL) and has written revisions and/or new local ordinances which have been adopted as law. Barton Ross & Partners, LLC has been a consultant to New Jersey historic preservation commissions continuously for the past five years and appeared as an expert witness before municipal planning and zoning boards. Barton Ross & Partners, LLC will provide the necessary liability insurance endorsement for the Township of Montclair upon notification of award from the Township. The Consultant is prepared to start work immediately and be available as needed for projects requiring review before the Planning Board.

SCOPE OF SERVICES

The Montclair Planning Board reviews and acts on site plan and subdivision applications. The Board is also responsible for the periodic review and updates to the Township Master Plan. The Consultant, acting as the "Planning Board Architect", would be responsible for the review of architectural plans submitted to the Planning Board which are not associated with specific redevelopment projects.

Barton Ross is a licensed architect in the State of New Jersey and has at least five years' experience in architecture; and demonstrated understanding of the Municipal Land Use pertaining to site plan applications. BRPA has experience in numerous similarly sized municipalities. BRPA has extensive experience doing plan review for consistency with design guidelines, attending applicant work sessions and advising the Planning Board with respect to how the application complies with local ordinances. BRPA also has experience in site plan review and making recommendations on a myriad of issues, including historic preservation best practices.

The Consultant's specific tasks (at the request of the Planning Board) include:

- The Planning Board meets twice monthly. Meetings held on the second Monday of every month are designated for Regular Meetings. Meetings held on the fourth Monday of every month are designated for Workshop Meetings. The Consultant will only attend or watch public meetings as needed for project review, testimony, or as requested by the Planning Board Chair or Planning Director.
- Visit project sites and/or meet face-to-face time with the public to assist applicants better prepare before they present in front of the full board during the monthly public meetings. This is also an opportunity to increase educational outreach and public awareness of Montclair's rich architectural and historical heritage and make sure projects are consistent with the Township's latest Master Plan goals.

- Review site plan, subdivision and other applications (for projects not part of Redevelopment Plans) including the preparation of reports, emails, meetings and telephone calls with the applicants, applicant representatives, planning department, board members, design professionals, and/or owners of the applicant property as required. Ensure all applications are in accordance with the Township's Master Plan, Design Guidelines, adopted Ordinances, Secretary of the Interior's Standards for the Treatment of Historic Properties, and any other applicable guidelines.
- Review architectural plans submitted to the building department for permitting purposes in support of a site plan application to ensure compliance with Planning Board Resolutions and any conditions imposed on the design as part of the approval process. Follow up with periodic site visits during construction to ensure consistency with prior board approvals.
- Perform any other special tasks or projects at the request of the Planning Board subject to our hourly fee.

COMPENSATION

A. FEES

1. For all work described under Project Description and Professional Services: Basic Services above, fees will be billed monthly at our hourly rate + reimbursable expenses, according to the rates section C below.
2. All invoices for both labor and reimbursable expenses will be due and payable within 30 days.
3. Please make all checks payable to "Barton Ross & Partners LLC"

B. HOURLY RATES

1. A reduced flat fee rate of **\$100/hr.** will be billed for all consulting work. The consultant will invoice the Township monthly, on an hourly basis for each project. The retainer agreement, or base bill for services, will not exceed a total of **\$10,000 (Ten thousand dollars)** per annum, unless additional time is authorized in writing by the Township. The invoice will reflect time spent and any reimbursable expenses incurred which will be billed at cost including printing costs, travel within the town limits, mail, delivery services, and telephone conference calls excluding ordinary correspondence. Application reviews will be billed to applicant escrow accounts. The consultant's hours will be kept flexible and will be available to work more or less based on the number of applications or as needed by the Chair and Planning Director.

C. REIMBURSABLE EXPENSES

1. Included in overall hourly fees above.

REFERENCES:

Ira Smith
Architect and Redevelopment Consultant
Smith Maran Architecture + Interiors, LLC
6 South Fullerton Avenue, Suite 3
Montclair, NJ 07042
ismith@smithmaran.com
(973) 509-9510

Alexander Mirabella
Union County Freeholder and Town Manager
Township of Scotch Plains
430 Park Avenue
Scotch Plains, NJ 07076
amirabella@scotchplainsnj.com
(908) 322-6700 X313

William Michelson
Land Use Attorney
Past Chair, Plainfield Planning Board and HPC
556 Belvidere Avenue
Plainfield, NJ 07062
lwyrplannr@aol.com
(908) 889-5200

SUMMATION

We appreciate this opportunity and are eager to continue our important work with the Township of Montclair. If you require any additional information or clarification, please do not hesitate to call us.

Sincerely yours,

Barton Ross & Partners, LLC Architects



Barton Ross, AIA, AICP, LEED AP BD+C
President

Enclosures

Acknowledgement and authorization is hereby given

Name (please print): _____

Representing: _____

Signature: _____

Date: _____