

**RESOLUTION
TOWNSHIP OF MONTCLAIR
HISTORIC PRESERVATION COMMISSION
APPOINTING AND AUTHORIZING THE AWARD OF A FAIR AND OPEN CONTRACT TO
BOSWELL ENGINEERING, INC. (RFP 22-19)**

December 15, 2022

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-108b, provides that the Historic Preservation Commission may employ, contract for, and fix the compensation of experts and other staff and services as it shall deem necessary, not exceeding, the amount appropriated by the governing body for the commission's use; and

WHEREAS, the Historic Preservation Commission is in need of the services of an expert in the demolition of historic structures to review applications and prepare engineering reports, attend meetings, and telephone calls with applicants, oversee enforcement of demolition regulations, and conduct any special projects as may be required from time to time; and

WHEREAS, the Township published Request for Qualifications (RFP 22 – 19) in the Star-Ledger on October 24, 2022; and

WHEREAS, on November 15, 2022, the Township received one (1) proposal from Boswell Engineering, Inc.; and

WHEREAS, the Township Director of Planning, Assistant Township Planner, Chair of the Historic Preservation Commission, and Vice Chair of the Historic Preservation Commission evaluated the proposal and determined that Boswell Engineering, Inc. located at 330 Phillips Avenue, South Hackensack NJ 07606 is fully qualified to provide effective and efficient services in accordance with the published specifications; and

WHEREAS, Boswell Engineering, Inc. will provide expert engineering services at a rate of \$227.00 per hour for Project Manager, \$223.00 per hour for Senior Project Engineer, \$219.00 per hour for Project Engineer, \$207.00 per hour for Senior Design Engineer, \$193.00 per hour for Design Engineer, \$132.00 per hour for Asst. Design Engineer, \$169.00 per hour for CADD Technician, \$299.00 per hour for Survey Field Crew (2 Person Team), \$190.00 per hour for Robotic Survey Crew, \$219.00 per hour for Survey Analyst, \$80.00 per hour for Field Technician, \$193.00 per hour for Resident Engineer, \$185.00 per hour for Inspector, \$101.00 per hour for Inspector II, \$227.00 per hour for Licensed State Remediation Professional (LSRP), \$223.00 per hour for Senior Environmental Scientist, \$93.00 per hour for Environmental Scientist, \$219.00 per hour for Senior Environmental Specialist, \$140.00 per hour for Environmental Specialist, and \$134.00 per hour for GIS Analyst; and

WHEREAS, pursuant to N.J.S.A 19:44A – 20.4 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 municipal budget/2023 temporary municipal budget; and

NOW, THEREFORE, BE IT RESOLVED by the Historic Preservation Commission of the Township of Montclair that it does hereby appoint Boswell Engineering, Inc. as Engineering Consultant to the Historic Preservation Commission to serve from January 1, 2023, through December 31, 2023, or until a successor is appointed but no later than January 31, 2023; and,


BE IT FURTHER RESOLVED that the total amount of this contract shall 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; and

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification be placed on file with this Resolution; and

BE IT FURTHER RESOLVED that the Director of Planning and Community Development is hereby authorized and directed to sign an Agreement in connection with such services, which agreement shall be on file with the Township Clerk; and

BE IT FURTHER RESOLVED that the Secretary of the Commission is hereby directed to cause to be printed once, in an official newspaper of the municipality, a brief notice stating the nature, duration, service and amount of the contract, and that the resolution and the contract are on file and available for public inspection in the office of the Township Clerk.



Tommy Scibilia
Secretary, Montclair Historic Preservation Commission

**RESOLUTION
MONTCLAIR TOWNSHIP
PLANNING BOARD**

**AUTHORIZING THE EXECUTION OF A FAIR AND OPEN PROFESSIONAL
SERVICES AGREEMENT WITH BOSWELL ENGINEERING TO SERVE AS
PLANNING BOARD ENGINEER (RFP 22 – 19)**

JANUARY 23, 2023

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

WHEREAS, the Board has determined it has the need to retain an engineer to provide professional services including but not limited to advice and consultation concerning 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 the position of Planning Board Engineer:

1. Bright View Engineering, Livingston, NJ 07039
2. Boswell Engineering, South Hackensack, NJ 07606
3. CME Associates, Parlin, NJ 08859
4. Neglia Group, Lyndhurst, NJ 07071
5. Van Cleef Engineering, Mt. Arlington, NJ 07856
6. Harbor Consultants, Cranford, NJ 07016

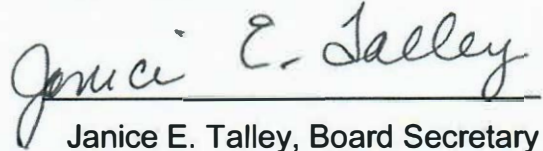
WHEREAS, after review of the proposals, the Board's _____ subcommittee interviewed four of those firms and recommended that the Board retain Boswell Engineering to serve as Board Engineer for the first six months of 2023 with the right to extend the contract for an additional six months upon acceptance by the Board of the engineer from Boswell to be assigned to attend Board meetings; and

WHEREAS, based on that recommendation and the Board's familiarity with the services previously provided by Boswell Engineering, the Board has selected Boswell Engineering to serve as Board Engineer for 2023 for the first six months of 2023 and to extend the said contract for an additional six months upon the Board's acceptance of the engineer to be assigned by Boswell Engineering, for an amount not to exceed \$60,000; 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 sufficient funds for this contract are available in accounts 01-201-21-181-028 and 03-270-56-018-001 subject to the 2023 adopted municipal budget/2023 temporary municipal budget **NOW**, **THEREFORE, BE IT RESOLVED** by the Planning Board of the Township of Montclair that it does hereby appoint Boswell Engineering as Board Engineer to serve from January 1, 2023 to June 30, 2023 with the possibility of extension to December 31, 2023 , the extension subject to the Board's acceptance of the engineer whom Boswell Engineering assigns to attend Board meetings 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/contract with Boswell Engineering to serve as Planning Board Engineer for 2023 under the terms of this Resolution for an amount not exceed \$60,000 contingent upon Boswell Engineering's execution of the agreement/contract and 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 from the 2023 temporary budget period.


Janice E. Talley, Board Secretary

**RESOLUTION
MONTCLAIR TOWNSHIP
BOARD OF ADJUSTMENT**

**AUTHORIZING THE EXECUTION OF A FAIR AND OPEN PROFESSIONAL
SERVICES AGREEMENT WITH BOSWELL ENGINEERING TO SERVE AS BOARD
OF ADJUSTMENT ENGINEER (RFP 22 – 19)**

JANUARY 18, 2023

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-71, provides that the Board of Adjustment 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 engineer 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 Board of Adjustment Engineer:

1. Bright View Engineering, Livingston, NJ 07039
2. Boswell Engineering, South Hackensack, NJ 07606
3. CME Associates, Parlin, NJ 08859
4. Neglia Group, Lyndhurst, NJ 07071
5. Van Cleef Engineering, Mt. Arlington, NJ 07856
6. Harbor Consultants, Cranford, NJ 07016

WHEREAS, after review of the proposals, the Chair and Vice Chair of the Board of Adjustment interviewed four firms and recommended that the Board retain Boswell Engineering to serve as Board Engineer for 2023; and

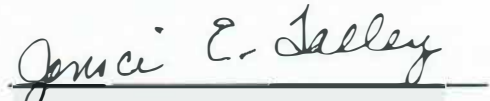
WHEREAS, based on that recommendation and the Board's familiarity with the services previously provided to the Board by Boswell Engineering, the Board has selected Boswell Engineering to serve as Board Engineer for 2023 for an amount not to exceed \$40,000; and

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 01-201-21-185-028 and 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 Board of Adjustment of the Township of Montclair that it does hereby appoint Boswell Engineering as Board Engineer to serve from January 1, 2023 to December 31, 2023 or until a successor is appointed; and

BE IT FURTHER RESOLVED by the Board of Adjustment 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 Boswell Engineering to serve as Board of Adjustment Engineer for 2023 for an amount not exceed \$40,000 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, Board of Adjustment &
Historic Preservation Engineer

TOTAL AMOUNT OF CONTRACT SUBJECT TO APPROPRIATIONS IN BUDGET \$ 115,000.00

ACCOUNT NUMBER (S) 01-201-21-185-028
03-270-56-018-001
01-201-21-181-028

NAME AND ADDRESS OF COMPANY Boswell Engineering
330 Phillips Avenue
South Hackensack, NJ 07606-1722

Padmaja Rao

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

Date: 01/28/2023



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this _____ day of _____, 20__ 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: Boswell Engineering

Office address: 330 Phillips Avenue South Hackensack, NJ 07606

Professional license type: Engineering License #: _____

WHEREAS, it is agreed as follows:

1. **Services.** Provider shall provide the Planning Board, Board of Adjustment and Historic Preservation Commission with professional services as directed by the Director of Planning and Community Development. The services to be performed shall include engineering services in connection with matters pending before each Board/Commission including attendance at meetings, review of applications, inspections of improvements for approved developments and guidance on other engineering matters that may come before the Board/Commission in consultation with the Township Planning Director and all services as outlined in the attached proposal dated November 16, 2022. The services shall also include other matters as assigned.

2. **Term.** The term of this agreement shall be January 1, 2023 through June 30, 2023 and may be extended until December 31, 2023 upon acceptance by the Board/Commission of the engineer to be assigned to the Board/Commission by Boswell Engineering. The term may not exceed one year.

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

Fixed amount (s): \$222 per meeting

Hourly rate:

- Project Manager \$227/hour;
- Senior Project Engineer \$223/hour;
- Project Engineer \$219/hour;
- Senior Design Engineer \$207/hour;
- Design Engineer \$193/hour;
- Assistant Design Engineer \$132/hour;
- CADD Technician \$169/hour;
- Survey Field Crew (2 person team) \$299/hour;
- Survey Analyst \$219/hour;
- Field Technician \$80/hour;
- Resident Engineer \$193/hour;
- Inspector \$185/hour;
- Inspector II \$101/hour;

- LSRP \$227/hour;
- Senior Environmental Scientist \$223/hour;
- Environmental Scientist \$93/hour;
- Senior Environmental Specialist \$219/hour;
- Environmental Specialist \$140/hour; and
- GIS Analyst \$134/hour

Total shall not exceed: \$115,000 including \$14,000 from the municipal budget and \$101,000 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:

Boswell Engineering
330 Phillips Avenue
Hackensack, NJ 07606
Attn: Kevin Boswell, PE

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.

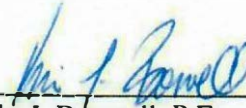
20. **Insurance.** The Provider shall be responsible to maintain all insurance which is required by the laws of the State of New Jersey. The Provider shall maintain professional liability insurance in the amount of at least \$1,000,000.00 at all times during the term of this Agreement.

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.

BOSWELL ENGINEERING, INC.



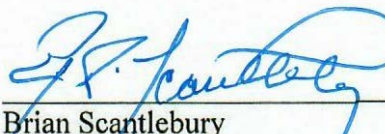
Kevin J. Boswell, P.E.
Vice President

ATTEST:



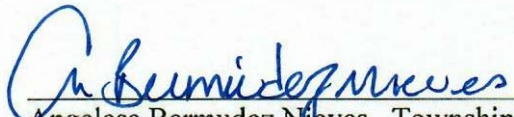
Brian J. Rypkema, Esq.
Secretary

TOWNSHIP OF MONTCLAIR



Brian Scantlebury
Deputy Township Manager

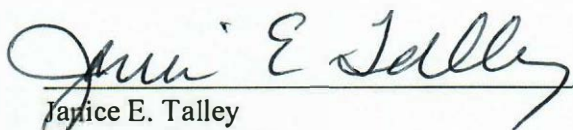
ATTEST:



Angelese Bermudez Nieves, Township Clerk

Authority:

This agreement was approved by resolution on January 23, 2023 by Planning Board, on January 18 by the Board of Adjustment and on December 15, 2022 by the Historic Preservation Commission of the Township of Montclair.



Janice E. Talley
Director of Planning