

File

**RESOLUTION
NO. 024 OF 2013**

**PROFESSIONAL SERVICES CONTRACT FOR CONSULTING SERVICES TO COMPILE
DATA RELATED TO STORM DAMAGES TO CITY PROPERTIES**

WHEREAS, due to the extensive damage caused by Hurricane Sandy, there exists a need for assistance in compiling data related to said storm damage to City owned properties; and

WHEREAS, funds are available for this purpose; and

WHEREAS, the Local Public Contracts Law (NJSA 40A:5-11 et seq.) requires that the Resolution authorizing the award of contracts for "Professional Services" without competitive bids must be publicly advertised.

NOW, THEREFORE, BE IT RESOLVED by the Ventnor City Board of Commissioners as follows:


The Contract is awarded without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law because the law permits the waiving of competitive bids under NJSA 40A;5-11.

BE IT FURTHER RESOLVED that United Building Sciences is hereby appointed consultant to compile data related to storm damages to City properties.

BE IT FURTHER RESOLVED that a notice of this appointment be published at least once in the Press pursuant to the requirements of Chapter 198 of the laws of 1971.

I, **JANICE K. CALLAGHAN**, City Clerk of the **CITY OF VENTNOR CITY**, do hereby certify that the foregoing resolution was duly adopted at a regular meeting of the **Ventnor City Board of Commissioners** held this 17th day of January, 2013 and in witness whereof I have hereunder set my hand and official seal on this date written.

	Motion	Second	Yes	Nay	Abstain	Absent
Sarno			✓			
Kelly		✓	✓			
Bagnell	✓		✓			


**JANICE K. CALLAGHAN, RMC
CITY CLERK**



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Monday January 21, 2013

The Honorable Mike Bagnell
Mayor, City of Ventnor
6201 Atlantic Avenue
Ventnor, New Jersey 08406

Re: Unified Building Sciences Consulting Agreement

CONSTRUCTION &
PROPERTY CONSULTANTS

Dear Mr. Mayor:

CASUALTY DAMAGE
& COST ANALYSIS

Enclosed is the Consulting Agreement under which Unified Building Sciences (Company) will provide certain services for Ventnor City (Client). This letter will confirm the charges for the Company's services for this limited assignment will not exceed \$17,250.00. The Company anticipates being able to complete Items Nos. 1 through 4 for this amount and that these services will be provided from Thursday January 17th through Wednesday January 30th, 2013.

PROJECT MANAGEMENT

INFRA-RED TESTING

The services that Company will perform under the Consulting Agreement and the assignment reflected in this letter are as follows:

CONSTRUCTION DELAY
& SCHEDULE ANALYSIS

1. Referencing the insurance carrier's statement of values, inspect the following buildings for Hurricane Sandy storm related damages occurring on October 29, 2012:
 - a. Bldg. 0101, City Hall, 6201 Atlantic Avenue, Ventnor, NJ 08406.
 - b. Bldg. 0401, Main Public Works Building, Cornwall and Winchester Avenue, Ventnor, NJ 08406.
 - c. Bldg. 0402, Public Works Garage, Cornwall and Winchester Avenue, Ventnor, NJ 08406.
 - d. Bldg. 0801, Recreation Office, Surrey Avenue – Calvert Avenue – Titus Filed, Ventnor, NJ 08406.
 - e. Bldg. 0802, Concession Building, Surrey Avenue – Calvert Avenue – Titus Filed, Ventnor, NJ 08406.

LOSS APPRAISALS

BUILDING ENVELOPE
EVALUATIONS

ARBITRATION

2. For each building enumerated above prepare a scope of damage and a detailed cost of repair.
3. Deliver these building damage reconstruction estimates to the Ventnor Emergency Management Officer, William Melfi.
4. Between January 17th through 30th, 2013 attend meetings as directed by William Melfi.

The Company will use Albert Paxton as the Project Director. The Project Director may be assisted by either a Senior Consultant or an Associate Consultant, or both.

This letter will confirm that charges for the Company's services for this limited assignment will not exceed Seventeen Thousand Two Hundred and Twenty-Five Dollars and No Cents (\$17,225.00). If the Company anticipates that its charges will exceed that amount, it will so notify you and will not accrue any additional charges without your express authorization.

INSURANCE.

- A. The Company for the entire period of this Agreement agrees to carry and maintain in full force and effect insurance policies insuring the Company while performing services for the Client on its Location or Property in the following minimum amounts:
1. Commercial General Liability:
 - a. Each Occurrence \$1,000,000.00
 - b. Personal Injury \$1,000,000.00
 - c. General Aggregate \$2,000,000.00
 2. Automobile \$1,000,000.00
 3. Workers Compensation:
 - a. Employers Liability, each accident \$1,000,000.00
 - b. Bodily Injury, by accident \$1,000,000.00
 - c. Each employee, for injury by death \$1,000,000.00
 4. Excess Umbrella Liability \$5,000,000.00
- B. The Company agrees that such policy or policies shall be open to inspection by the Client at all times and further agrees that the Company shall cause said policy or policies to be properly endorsed to provide the insurance company or companies shall give the Client ten (10) days prior written notice of termination, alteration, or change thereof. The Company shall cause the insurance company or companies to furnish the Client with a Certificate of such policy or policies detailing the coverage therein and agrees to add the Client as an additional insured on all policy(s).

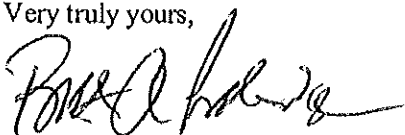
INDEMNIFICATION.

- A. On the Consulting Agreement, page 2, the entire paragraph entitled Disclaimer and Limitation of Liability is STRUCK. The following two paragraphs are added.
- B. By the Company: The Company shall indemnify and hold the Client harmless from all claims, damages, losses and expenses, including, but not limited to, attorney's fees, related to the bodily injury of any of the Company's employees, agents, subcontractors or suppliers on the Project or to the injury or destruction of tangible property (other than the Work) caused by the sole negligence of the Company, the Company's employees, agents or subcontractors.
- C. By the Client: The Client shall indemnify and hold the Company, its owners and agents harmless from all claims, damages, injuries, losses and expenses, including, but not limited to, attorney's fees, sustained by the Client, its agents, those for whom the Client is responsible, or other parties not under the Company's control resulting from accessing the Workplace or using the Company's materials, supplies, equipment, or tools, regardless of whether or not the Company has allowed limited access to the Client to the Workplace.

This letter shall amend and become a part of the Consulting Agreement.

If the foregoing accurately reflects our understanding with respect to the matters stated herein, please sign where indicated below and return a signed copy of this letter together with the signed Consulting Agreement to us.

Very truly yours,



Brett A. Lochridge,
President

Ventnor City

By 

Name: John Michael Ragnell

Title: Mayor, Ventnor City, N.J.

UNIFIED BUILDING SCIENCES, INC.

CONSULTING AGREEMENT

Unified Building Sciences, Inc. ("Company") has prepared contract guidelines for the performance of our work to our Client. Unless stated in writing otherwise, our services are provided for the exclusive use of Client and Company makes no promises, guarantees or warranties as to the outcome of our services or investigations. Client and Customer acknowledge that there are no third-party beneficiaries of Company's services or this Agreement.

Company will provide professional services in accordance with acceptable industry standards in a timely manner.

This agreement may be terminated by either Client or Company for cause. Such cause may include, but is not limited to, development of conflicts of interest between Client, Company and involved third parties, impossibility or unfeasibility of performing the work according to recognized industry standards, governmental or legal interference with the services to be provided, or failure to pay services amounts in a timely manner.

Company agrees to maintain the confidentiality of the file and materials developed in the service of this Agreement. Company agrees to notify Client should the production of confidential file information be requested by judicial or administrative process.

PROFESSIONAL FEES

Company will invoice Client based on time and expenses incurred on the project in accord with the enclosed Fee Schedule. Time charges and expenses will be itemized and receipts provided in accordance with the Fee Schedule.

Time is billed in tenth-of-an-hour increments and is billable for all work reasonably incurred for the services involved including travel to and from Company's principal assigned office, inspection, report, phone calls, meetings, correspondence including emails, wait and delay time during travel, meetings or testimony, and court time. To the extent possible, expenses and time will be pro-rated among files and Clients where trips or activities will allow.

Client will be invoiced periodically for services provided and expenses incurred during the preceding period. Payment shall be made in U. S. dollars in Dallas, Texas by check, draft or wire transfer. Company may suspend Company's activities on behalf of Client in the case of invoices that are more than 90 days past-due. This suspension could include the withholding of reports, documents, or other information in the possession of Company until such time as the past-due balance is paid. In the case of repeated past-due invoices, Company may require the pre-payment of a retainer in order to continue or complete activities under this Agreement.

If, for any reason, Company is required or compelled to appear, testify (by deposition, trial or otherwise), produce records (tangible or electronic) or in any other way be compelled to respond regarding or arising out of work performed by Company for Client, Client agrees to compensate Company for all time spent and expenses incurred in such activities. This compensation is regardless of Company's designation as an expert or fact witness in the underlying matter with respect to the required response, production, testimony or other actions. This compensation shall include all reasonable and necessary time spent in preparation and, if necessary for the production, the reimbursement of reasonable attorneys' fees and expenses, in connection with the Company's response. Company will endeavor to provide notice to Client of the requested action; however, failure of Company to give notice or failure of Client to respond will not obviate Client's obligation to compensate Company in conformity with the foregoing agreement.

DISCLAIMER AND LIMITATION OF LIABILITY

The total liability of Company, its directors, officers, shareholders, employees, agents, and affiliates for any conduct or services related to or arising under the agreement, whether in tort of contract, shall be limited to the total amount of payments Client made to Company on the assignment, and such amount shall be the complete and exclusive remedy of Client. In no event shall Company, its directors, officers, shareholders, employees, agents or affiliates be liable for any other damages, including direct, indirect, incidental, special, consequential, loss of use, loss of profit, or loss of investment damages.

BAL (AP) JB

ENTIRE AGREEMENT

see letter of Monday January 21, 2013 which is incorporated herein.

This Agreement and any attachments shall form the entire agreement between the parties hereto with respect to the Assignment. No oral representations of any officer, agent or employee of Company or client shall affect or modify any obligation, rights or duties of either party hereunder. Client agrees that it has not relied upon nor been induced to enter into this agreement by any representations, statements or warranties of Company or any officer, agent or employee of Company, other than those herein expressed.

Agreed and executed this 23rd day of January, 2013.

Unified Building Sciences, Inc.

By [Signature]

Client

Name: _____

By John Michael Bagnell
Mayor, Ventnor City, N.J.



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 Dallas, Texas 75203
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**PROFESSIONAL SERVICES
 FEE SCHEDULE**

Unified Building Sciences, Inc. routinely performs professional consulting services on a time and expense basis unless other billing arrangements are made, e.g., fixed price contract. The following rate schedule lists the rates based upon the classification of the consultant performing the service.

Principal	\$200.00
Project Director	\$180.00
Executive Consultant	\$165.00
Senior Consultant	\$155.00
Associate Consultant	\$125.00
Consultant Assistant	\$95.00

CONSTRUCTION &
 PROPERTY CONSULTANTS

CASUALTY DAMAGE
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Unless other billing arrangements are made and agreed to, time is charged in tenth of an hour increments (six minutes) for work time spent on the file. Travel time is normally charged port-to-port from the office location where the consultant is based. However, this amount may be pro-rated if the travel involves more than one assignment. Deposition, mediation, and trial testimony time, including preparation and stand-by time, are charged at the rates above.

PROJECT MANAGEMENT

Expenses are charged as incurred for the file and include, but are not limited to:

INFRA-RED TESTING

- Travel expenses such as mileage, airfare, vehicle rental and lodging when overnight travel is involved
- Specialized equipment fees such as for infrared camera and lift truck
- Color copies and photographs
- Equipment rented or purchased and consumed for the project
- Overnight, express mail and special delivery

CONSTRUCTION DELAY
 & SCHEDULE ANALYSIS

LOSS APPRAISALS

The above rate and expense amounts do not include sales, franchise or other taxes that may be due and payable to state or local entities based upon the charges incurred. Those charges will be separately stated where applicable.

BUILDING ENVELOPE
 EVALUATIONS

ARBITRATION

This fee schedule is effective as of July 1, 2012. Changes may be made to this schedule from time to time. Billing rate classification may change based upon the consultant's skill level.