

RFP2019-30 LEGAL SERVICES-SPECIAL COUNSEL FOR THE CITY OF TRENTON, DEPARTMENT OF WATER AND SEWER PROPOSAL OPENED 5/21/19
AT 11:00AM



**Malamut
& Associates LLC**
ATTORNEYS AT LAW

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Cherry Hill Office
457 Haddonfield Road, Suite 500
Cherry Hill, New Jersey 08002
P 856 424 1808

Princeton Office
100 Overlook Center, 2nd Floor
Princeton, New Jersey 08540
P 877 567 5293

Hoboken Office
221 River Street, 9th Floor
Hoboken, New Jersey 07030
P 877 567 5293

Compensation Proposal.

Malamut and Associates has a long-standing commitment to staffing client matters according to the task at hand, utilizing shareholders, associates, and paralegals where required in order to deliver the best product and service in an effective and cost-efficient manner.

It has been our practice to base all legal services on an hourly fee rather than a retainer. Our current hourly rate is \$175.00 per hour for shareholders. We would invoice you monthly for work performed during the preceding calendar month. Out-of-pocket expenses would be charged at our actual cost, without application of any mark up. Out-of-pocket expenses include, but are not limited to, records we pay for, transcripts we pay for, but not mileage to court or meetings.

Other associate attorneys at the firm may assist where necessary and appropriate. The maximum rate that the firm will charge for those attorneys' services will be \$135.00 per hour. Paralegal services will be charged at \$100.00 per hour.



C) Facilities

GMA is a South Jersey firm with its main office located in historical Woodbury on “Lawyers’ Row”. GMA also has offices in Mount Holly, Vineland and Tinton Falls, New Jersey. GMA employs a total of 16 people, 8 of which are attorneys. GMA hours of operation are 8am – 6pm Monday through Friday and can easily service the City of Trenton with the time, participation and requirements presented in the Request for Proposals/Qualifications. However, to service your City’s emergency needs, attorneys will be accessible 24 hours a day via emergency phone lines.

D) Conflicts of Interest

No foreseeable conflicts exist at this time. However, if a conflict arises GMA will alert the City of Trenton.

E) Fees

With the knowledge of the individuals named herein, along with the proper documents included from GMA, the firm’s grasp of timelines, protocol, procedures and other issues, GMA will accomplish each task in a timely, skilled manner.

Proposed rate for service rendered by Grace, Marmorero & Associates, LLP: **\$150.00 per hour**

F) Other Information

Services in the United States of America

All Services will be performed within the United States of America.

Terms and Conditions

GMA will comply with all the General Terms and Conditions required by the City of Trenton and enter into a Standard Professional Services Contract.

Insurance in Accordance

Grace, Marmorero & Associates, LLP has both Professional Liability Insurance and Workers’ Compensation in accordance with New Jersey law.

References

Due to the confidentiality of cases, references can be discussed with the attorneys from our firm. Please note the firm handles hundreds of cases per year.

Proof of Insurance

Attached

Affirmative Action Statement

Attached

Non-Collusion Affidavit

Attached

PROPOSAL COSTS

Event/Activity	Rate per Hour
The Law Firm of Eric M. Bernstein & Associates, L.L.C. will accept all rates and compensation as set forth in the Request for Qualifications in accordance with such rates as may be determined by the City of Trenton by Resolution or Ordinance.	
Hourly Rate – All Special Counsel services, before courts, agency, Office of Administrative Law, Department of Personnel or in negotiations, or in-office, including client meetings, depositions, motion or conference hearings, and trial time. Hourly Rate - All Attorneys	\$ 150.00 per hour for owner; \$135.00 per hour for associates
Hourly Rate - Paralegals (when requested and authorized)	\$60.00 per hour
Postage (includes Federal Express and USPS Priority)	Market Rate
Copying (in house, legal or letter sized)	\$0.20 per page
Copying/Printing (outside supplier, briefs and volume)	Market Rate
Facsimile transmittal (sending only)	\$0.20 per page
Electronic transmission (email or other)	None

CITY OF TRENTON

LEGAL SERVICES – SPECIAL COUNSEL

Eric M. Bernstein & Associates, L.L.C.
34 Mountain Boulevard
Building A
P.O. Box 4922
Warren, New Jersey 07059
Phone: (732) 805-3360
Fax: (732) 805-3346
www.embalaw.com

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PAYMENT CONDITIONS AND RATE SCHEDULES

During the calendar year 2019-2020 Rainone Coughlin Minchello proposed to provide legal services at an hourly rate of One Hundred Seventy-Five Dollars (\$175.00) per hour for shareholders, One Hundred Thirty-Five Dollars (\$135.00) per hour for all other attorneys and Eighty-Five (\$85.00) for paralegals for all services required.

We further propose the following fees for expenses:

Reimbursable Expenses:

Photocopies	\$.08 per page;	Faxes	\$.25 per page
Printing	\$.08 per page;	Color Copies	\$.65 per page
CD Copy	\$5.00;	DVD Copy	\$10.00

Any additional reimbursable expenses will be subject to the approval of the City.

Invoices and Payment: Invoices are sent on a monthly basis and payment is due within 30 days thereafter.

**WISNIEWSKI & ASSOCIATES, LLC'S PRICE PROPOSAL FOR
CITY OF TRENTON RFP FOR LEGAL SERVICES-SPECIAL COUNSEL
DEPARTMENT OF WATER AND SEWER**

With regard to hourly fees, our proposal is as follows:

- Attorney – Partner Level \$175/hr
- Attorney – Associate Level \$150/hr
- Paralegal \$100/hr

Miscellaneous expenses:

- black and white photocopies at \$0.15 per page
- color photocopies at \$0.30 per page
- overnight delivery by New Jersey Lawyer's Service, Federal Express or US Mail at prevailing prices and
- facsimiles at \$1.00 per page with a maximum of \$10.00 per fax.

Partner, oversee all cases handled by the firm with the assistance of one of our very capable Associates. Combined, Ms. Raval and I have over forty (40) years of experience representing municipalities / public entities. Any matter assigned to the firm will be directly handled by a Partner, either myself or Ms. Raval, and an Associate. The OWNER, of course, will have the authority, as reasonably exercised, to include or exclude attorneys assigned to their matters.

FEE FOR SERVICES

We propose a rate of \$175.00 per hour per partners, \$135.00 per hour per attorneys, and \$85.00 per hour per paralegals for the term of the Contract.

ADOPTION OF TERMS & CONDITIONS

We agree to adopt all reasonable terms and conditions as may be set forth by the OWNER.

AFFIRMATIVE ACTION

Pursuant to N.J.S.A. 10:5-31 *et seq.*, we agree to the terms of the Mandatory Affirmative Action Language as set forth in N.J.A.C. 17:27-1.1. *et seq.*

NON-DISCRIMINATION

We agree to be bound by the provisions of N.J.S.A. 10:2-1 through 10:2-4 dealing with discrimination in employment on public contracts and in the rules and regulations promulgated pursuant thereto.

ADA REQUIREMENTS

We agree to be bound by the provisions of Title II of the Americans With Disabilities Act of 1990 (42 U.S.C. 12132, *et seq.*) which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto.

TECHNICAL PROPOSALS/ MANAGEMENT APPROACH

The law firm of Florio♦Kenny♦Raval, L.L.P. has a reputation as an aggressive, winning law firm with a specific concentration in representation of many types of public entities. Our firm philosophy is to prepare all matters for submission to the ultimate finder of fact in order to optimize the negotiating

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Stuart A. Platt, Esquire
Platt & Riso, P.C.
40 Berlin Avenue
Stratford, NJ 08084
Phone: (856) 784-8500, ext. 20
Fax: (856) 784-8050
E-Mail: platt@prlawoffice.com

COMPENSATION PROPOSAL

This law firm will bill the City at an hourly rate of no less than \$175.00 per hour for shareholders; \$135.00 per hour for all other attorneys and \$85.00 per hour for paralegals. This law firm would also be reimbursed for any out-of-pocket expenses.

C. Past Performance.

The firm has successfully advised a wide variety of state and local public entities in critical issues and significant transactions. In addition to the City of Trenton, and Township of Willingboro, the firm also advises and provides litigation services to the State of New Jersey, City of Newark, City of Orange and City of Atlantic City.

D. Knowledge of the City of Trenton department of Water and Sewer.

The firm presently provides legal services to the City of Trenton in various general municipal litigation matters. As a result, the firm is familiar with the concerns and issues that the City confronts, in addition, it has experience in municipal authorities or departments of all sizes.

E. Availability to Provide Services as Needed On or Off Site, and to Attend Any Required Meetings.

The attorneys assigned to the TWW matters will be available to provide services as needed on or off site, and to attend any required meetings of the City of Trenton /TWW.

F. Compensation proposal

Hourly Rates for Attorneys and Support Staff are as follows:

	<u>Rate Per Hour</u>	<u>Services of</u>
\$	175.00	Michael A. Armstrong
\$	135.00	Associate Attorneys
\$	85.00	Paralegals

G. History and Experience of Firm

The firm has also served as Special Counsel to the State of New Jersey in defense litigation, employment, real estate, municipal, and general civil matters since 2003. The firm has successfully represented the City of Atlantic City in municipal defense matters, including but not limited to Title 59, general and complex civil litigation since 2002. The firm has also represented the City of Trenton since 2016 in general civil matters and OPRA matters.

Michael A. Armstrong and the firm have provided legal services as Solicitor to the Township of Willingboro since 2002. He has also served as Solicitor to the Willingboro Municipal Utilities Authority from 1998 until 2012, where he was responsible for all legal matters. The firm has been directly involved in the handling of all municipal legal matters and in supervising all of the township's outside counsel. Mr. Armstrong also served as Counsel to the State Senate and Senate Parliamentarian from 2002 to 2010. The firm's public clients also include the City of Newark, the City of Orange and City of Trenton in general civil, contract and employment matters. While employed at another firm, Mr. Armstrong also served as solicitor to



Lester E. Taylor | Partner

201-843-5858
ltaylor@floriolaw.com

May 16, 2019

Via Overnight Federal Express

City of Trenton
Division of Purchasing
City Hall Annex, First Floor
319 East State Street
Trenton, New Jersey 08608

**RE: FPSC Proposal to City of Trenton for RFP2019-30 Legal Services-
Special Counsel for the City of Trenton Department of Water and Sewer**

The firm proposes an hourly rate of \$175.00 for Shareholders/Partners, \$135.00 for other attorneys/Associates and \$85.00 for paralegals to provide legal/special counsel to the City of Trenton for the Department of Water and Sewer.

The firm will seek reimbursement for mileage at the applicable IRS rate, and reimbursement for all disbursements such as filing fees, postage, and overnight mailings. All rates are negotiable based on the needs of the City and scope of work.

Very truly yours,

Lester E. Taylor III, Esq.

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A G R E E M E N T

THIS AGREEMENT ("Agreement"), made as of this _____ day of _____, 2019 by and between the CITY OF TRENTON (DEPARTMENT OF WATER AND SEWER), in the County of Mercer, a public body corporate and politic of the State of New Jersey, herein designated as the "Client" and McMANIMON, SCOTLAND & BAUMANN, LLC, Attorneys at Law with offices at 75 Livingston Avenue, Roseland, New Jersey 07068, hereinafter designated as "Special Counsel":

WITNESSETH:

1. Counsel will charge a blended hourly rate of \$215 per hour for attorneys for all services rendered in connection with this Agreement.

2. Reasonable and customary out of pocket expenses and other charges, including but not limited to, photocopying, express delivery charges, travel expenses, telecommunications, telecopy, filing fees, computer-assisted research, book binding, messenger service or other costs advanced on behalf of the Client, shall be added to the fees referred to in this Agreement.

REIMBURSABLE EXPENSES:

Photocopying: \$0.20/page

Telephone: Actual costs for conference calls

Faxes: \$1.00 per page

Postage: Actual costs

3. Upon execution of this Agreement, the Client will be Counsel's client and an attorney-client relationship will exist between the Client and Counsel. Counsel assumes that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interests in the transactions contemplated hereby. Counsel's services are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations. Counsel's representation of the Client and the attorney-client relationship created by this Agreement will be concluded upon termination of this Agreement.

4. At the request of the Client, papers and property furnished by the Client will be returned promptly upon receipt of payment for outstanding fees and Client charges. Counsel's own files, including lawyer work product, pertaining to the transactions contemplated hereby will be retained by Counsel. For various reasons, including the minimization of unnecessary storage expenses, Counsel reserves the right to dispose of any documents or other materials retained by Counsel after the termination of this Agreement.

5. Counsel and the Client hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-3.6(a) promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-3.6(a), provided that N.J.A.C. 17:27-3.4(a) shall be applied.

6. Counsel and the Client hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC S121 01 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunder.

3. The CONTRACTOR agrees to indemnify and hold the CITY harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract for the CITY under this provision.

4. In case of default by the CONTRACTOR, the CITY may procure the articles or services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby.

5. Continuation of the terms of this Contract beyond the fiscal year is contingent upon the availability of funds in the following year's CITY budget. In the event of unavailability of such funds, the CITY reserves the right to cancel this Contract.

6. Transfer or re-assignment of the awarded Contract will not be permitted without the written consent of the CITY.

D. FEES

1. The CONTRACTOR agrees to perform the aforesaid services at an hourly rate pursuant to the following schedule:

**Proposed Hourly Rates
For Special Counsel Services**

<u>Name</u>	<u>Hourly Rate</u>
Michael H. Gluck, Esq.	\$225.00
James G. Fearon, Esquire	\$225.00
Christopher M. Walrath, Esquire	\$225.00
Meghan Bennett Clark, Esquire	\$225.00
Marsha Boutin, Legal Assistant	\$150.00
Stephen Reiff, Legal Assistant	\$ 80.00
Patti Dixon, Legal Assistant	\$ 80.00

2. Customary disbursements for postage, telephone, photocopying, westlaw, travel and out-of-pocket expenses shall be added to the fees referred to above.

FEE SCHEDULE

Proposed Special Counsel Fee Schedule

The hourly rate for professional and paraprofessional legal services for City of Trenton will be:

Shareholders (Partners)	\$275
Counsel, Of Counsel	\$275
Associates	\$190
Paralegals/Law Clerks	\$110

Time estimates and total cost of “not to exceed” amount can be determined upon further discussion of the scope of work for the position.

Additional Fees

In addition to legal services, our invoices will include any out-of-pocket expenses attributable to a specific client matter. Out-of-pocket expenses generally include, but are not limited to postage, photocopying and complex document production, fax transmissions, courier services, online research, travel expenses, filing, recording, certification and registration fees charged by governmental bodies.

Itemized statements showing services rendered and disbursements made by the firm on behalf of the client will be submitted on a monthly basis, together with an appropriate voucher for payment.

Archer's longstanding philosophy is to maximize value by staffing cases with as few attorneys and legal assistants as necessary, based upon the requirements of the case, responsibly delegating any task which can be competently and efficiently performed at a lower billing rate by paralegals, and collecting and indexing the firm's work product for use in subsequent cases. We always encourage dialogue with clients to address any questions related to our services.

Please see below for the hourly rates for each proposed team member:

Attorney	Hourly Rate
Christopher R. Gibson*	\$600
Brian M. Nelson	\$450
Thomas J. Herten	\$560
Niall J. O'Brien	\$410
Kira S. Dabby	\$395
Clint B. Allen	\$465
Michael F. Floyd	\$425
Lori Grifa	\$625
David A. Weinstein	\$450

* Relationship Manager / Primary Contact

Over the past few years, increasing scrutiny has been directed to charges from law firms to clients which arguably could be aggregated as overhead. We believe that many of the charges that other firms routinely bill separately to their clients should be absorbed in the hourly rate being charged to that client.

Accordingly, Archer would not bill the City separately for the following charges:

- Routine long-distance telephone charges
- Routine postage
- Secretarial, data processing and word processing services

Moreover, all charges and expenses incurred to third-party vendors as part of our representation of the City would be charged at cost without any mark-up, including:

- Outside printing and duplicating by third-party vendors
- Federal Express and similar overnight delivery service
- Outside courier services
- Travel and mileage expenses
- Filing fees, court reporter fees and court costs
- Expert, appraiser, litigation support and other similar fees and charges, which will be incurred only with the City's approval in advance

3.3.7 Price Proposal

If selected as Special Counsel for Legal Services, Murphy Orlando will comply with all pricing terms set by the City of Trenton. Murphy Orlando agrees to charge that rate plus reasonable costs such as filing fees, court reporter fees, and the like.