

CITY COUNCIL**The City of Orange Township, New Jersey**DATE February 2, 2021

AMENDED

NUMBER 68-2021**TITLE:**

A RESOLUTION AUTHORIZING REMINGTON & VERNICK ENGINEERS, 232 KINGS HIGHWAY EAST, HADDONFIELD, NEW JERSEY 08033 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AS A MUNICIPAL ENGINEER FOR ONE (1) YEAR COMMENCING JANUARY 1, 2021 THROUGH DECEMBER 31, 2021 IN AN AMOUNT NOT TO EXCEED \$90,000.00.

WHEREAS, the City of Orange Township did duly advertise on December 4, 2020, for Request for Qualifications for Consulting Engineering Services; and

WHEREAS, on December 22, 2020, the City of Orange Township received thirteen (13) qualification proposals; and

WHEREAS, pursuant to the fair and open process, and based upon review of the qualifications and recommendations therefore, certain professionals are qualified to provide engineering services on an "as need" basis by the City of Orange Township; and

WHEREAS, the Director of Public Works & Engineering evaluated all proposal submitted based upon qualifications, experience with similar projects, and project understanding; and

WHEREAS, Municipal Council of the City of Orange Township, did hereby approve by Resolution #33-2021 the thirteen (13) bidders to provide professional consulting engineering services to the City of Orange Township on an "as needed" basis for the period of January 1, 2021 through December 31, 2021; and

WHEREAS, by Resolution #33-2021, did not establish a contract with any of the thirteen (13) bidders selected to provide professional consulting engineering services to the City of Orange Township on an "as needed" basis for the period of January 1, 2021 through December 31, 2021; and

WHEREAS, a separate resolution is needed to enter into a contract for professional engineering services as a Municipal Engineer; and

WHEREAS, the Director of Public Works & Engineering recommends selecting Remington & Vernick Engineers from the approved list of qualified professionals to provide engineering services as a Municipal Engineer; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto certifying that funds are available for this purpose in Account 1-01-20-165-000-519 (\$75,000.00) and Account T-03-00-100-000-101 (\$15,000.00).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange Township, New Jersey as follows:

1. The Mayor is hereby authorized and directed to execute the attached Agreement with Remington & Vernick Engineers in an amount not to exceed \$90,000.00.
2. Notice of this action shall be printed in the Orange Transcript as required by law within ten (10) days of its passage.
3. The agreement herein and this resolution are contingent upon certification of funds appropriate funding to render payment for services provided within.

Adopted: February 2, 2021

Joyce L. Lanier
City Clerk

Kerry J. Coley
Council President

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET/TRUST

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2021 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2021 Budget, there will be sufficient funds to contract with:

Vendor Name: Remington & Vernick Engineers
Address: 232 Kings Highway East
City: Haddonfield
State: New Jersey
Zip Code: 08033

Purpose: Professional Engineering Services
Serving as Municipal Engineer

Vendor ID: REMIN010

Temporary Budget: \$ 18,750.00 Fund: Current Fund

Line Description DPW - Professional Services
Account Numbers(s): CY'21 1-01-20-165-000-519

The remainder of: \$ 71,250.00
will be provided in Current Fund Purchase Order #: 21-00388

Line Description DPW - Professional Services
Account Numbers(s): CY'21 1-01-20-165-000-519

Trust Acct. Amount: \$ 15,000.00
Line Description: Street Opening Engineer Inspection Fees
Trust Account: T-03-00-100-000-101

Purchase Order #: 21-00177

GRAND TOTAL
Amount not to exceed: \$ 90,000.00

Division Head

Date

Nile Clements

1/29/2021

Chief Financial Officer

Date

AGREEMENT

This is an agreement, made on _____ 2021 between the City of Orange Township, "City" with an address at 29 North Day Street, Orange, New Jersey 07050, and Remington & Vernick Engineers, 232 Kings Highway East, Haddonfield, New Jersey 08033.

RECITALS

WHEREAS, the City of Orange is a municipal corporation of the State of New Jersey, and has its principal place of business at 29 North Day Street, Orange, New Jersey 07050.

WHEREAS, the City hereby retains and employs the services of **Remington Vernick Engineers to provide engineering services as Municipal Engineer and Road Opening Permits Engineering Support.**

WHEREAS, the "Consultant" is duly licensed to practice in the State of New Jersey and desires to render engineering services for the City as provided in the agreement.

NOW, THEREFORE, the City engages the services of the Consultant", and in consideration of the recitals and the mutual promises contained in this agreement, the parties agree as follows:

1. This agreement shall be effective commencing January 1, 2021 through December 31, 2021.

SERVICES

2. The "**Consultant**" shall render professional engineering services in accordance with its qualification proposal, dated January 1, 2021, a copy of which is

attached here to.

USE OF AGENTS OR ASSISTANTS

3. To the extent reasonably necessary for the **“Consultant”** to perform the duties under this contract, the **“Consultant”** is authorized to engage the services of any agents or assistants that it deems reasonably necessary. Further, the **“Consultant”** may employ, engage, or retain the services of any other person or corporation to aid or assist in the proper performance of **“Consultant”** duties. The cost of services of these agents or assistances will be borne by the **“Consultant”** and any expenses incurred by the **“Consultant”** in engaging any agents or assistants shall be borne by the **“Consultant”**.

THE COST OF SUPPLIES AND EQUIPMENT

4. The cost of supplies, equipment and facilities necessary for the **“Consultant”** to meet its obligations under the term of this agreement shall be solely borne by the Consultant.

FEE

5. For services to be rendered under this agreement, the **“Consultant”** shall not exceed \$90,000.00 (General Engineering Services \$75,000.00 and Road Opening Permit Engineering Support Services \$15,000.00).

DEVOTION OF TIME

6. The **“Consultant”** shall devote sufficient time to the performance of the duties under this agreement as is reasonably necessary for a satisfactory performance.

Should the City require additional services not included in this agreement, the

“Consultant”, shall subject to Paragraph 5, make a reasonable effort to perform These additional services without decreasing the effectiveness of he performance of the duties requires by this agreement.

INSURANCE

7. The **“Consultant”** (1) shall be an independent contractor and not an employee of the City under this agreement; (2) shall maintain a policy of liability insurance in the minimum amount of \$1,000,000.00 to cover any claims arising out of the performance of the services under this agreement; and (3) shall further indemnify, save harmless, and defend the City from any claims arising from any act or omission of the **“Consultant”** of the agents.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8. Non-Discrimination and Affirmative Action – The Consultant shall comply with the requirements of all statutes, laws and regulations regarding non-discrimination and affirmative action in the employment of workers. In particular, the Consultant will be required to comply with the requirements of New Jersey P.L. 1975, c. 127. (N.J.A.C.17:27).

PRIOR AGREEMENT SUPERSEDED

9. This agreement constitutes the sole agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties to this agreement with respect to its subject matter. No other agreement, statement, or promise relating to the subject matter of this agreement that is not contained in it shall be valid or binding.

ASSIGNMENT

10. Neither this agreement nor any duties or obligations under this agreement shall be assigned or delegated by the **“Consultant”** without the prior written consent of the City except provided in Paragraph 3. In the event of an assignment and/or delegation by the **“Consultant”** to which the City has consented, the assignee or the assignee’s legal representative shall agree in writing with the City personally to assume, perform, and be bound by the covenants, obligations, and agreements contained in this agreement.

PARTIES BOUND

11. This agreement shall be binding on and inure to the benefit of the parties to this agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns unless expressly prohibited by this agreement.

INDEMNIFICATION/HOLD HARMLESS

12. The **“Consultant”** agrees to defend (including attorney’s Fees), pay on behalf of, indemnify, and hold harmless the City of Orange Township, New Jersey, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Orange Township, New Jersey, against any and all claims, actions, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Orange Township, New Jersey, which arises out of or is in any way connected or associated with this contract. This indemnification includes, the Contract, including, without limitation, expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the

“Consultant’s” participation in the Contract.

ATTORNEY’S FEES

13. If any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney’s fees in addition to any other relief that may be available.

GOVERNING LAW

14. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by and construed in accordance with the laws of the State of New Jersey.

AMENDMENT

15. This agreement only be amended or modified by writing executed by both parties to this agreement.

LEGAL CONSTRUCTION

16. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not effect any other provision of this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

NOTICE

17. All notices and other communications shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when sent to the parties at their respective addresses as set forth above, unless a different address has been selected after the execution of this agreement and has been duly communicated to the party

giving notice.

IN WITNESSED WHEREOF, the parties execute this agreement on the day and year first written above.

Attest:

City of Orange Township

Joyce L. Lanier
City Clerk

Hon. Dwayne D. Warren, Esq.
Mayor

Attest:

Remington Vernick Engineers
232 Kings Highway East
Haddonfield, New Jersey 08033

Approved as to Form and Sufficiency

Gracia R. Montilus



**REMINGTON
& VERNICK
ENGINEERS**

The Presidential Center, Lincoln Building
Suite 600, 101 Route 130
Cinnaminson, NJ 08077
O: (856) 303-1245
F: (856) 303-1249

January 1, 2021

Mr. Marty Mayes, Director, Planning, Economic/Development and Public Works/Engineering
City of Orange Township
29 North Day Street
Orange, New Jersey 07050

**Subj: City of Orange Township
Scope of Service and Cost Proposal for the 2021 General Engineering Services
M2020-154R**

Dear Mr. Mayes:

REMINGTON & VERNICK ENGINEERS (RVE) are pleased to provide the City of Orange Township the following scope of services for "General Engineering Services" from January 1, 2021 to December 31, 2021.

As you are aware, the purpose of the General Engineering Services account is to handle unforeseen and / or miscellaneous engineering issues which occur during the course of the year.

All work will be performed on a time & materials, not to exceed basis. These items could include, but not necessarily be limited to, the major work items indicated below:

- Office engineering services. RVE will provide office engineering services once a week at the City Hall building to address any miscellaneous engineering requests from the City or residents.
- Miscellaneous; surveying services, site inspections, engineering evaluations, reviews, studies, investigations, and design services, as requested by the Municipality including those for emergencies.
- Preparation of miscellaneous engineering reports, and engineers estimates, as requested by the City.
- Maintenance of the City's Official maps. Including Tax Maps, Land Use Maps, Road Maps, Election Maps, etc., as requested by the City.
- Preparation of and / or support of the City's various departments in the preparation of grants applications, as requested.
- Attend City Council, Mayor / City Administration, and Staff / Department meetings as needed or requested.

- Engineering support for the “Road Opening” Permit approval process and restoration inspections.
- Miscellaneous testing services and outside service sub-consultants, if & where needed (environmental testing, engineering materials, etc.).

A breakdown of the services are as follows:

- General Engineering Services: \$ 75,000.00
- Engineering Support for “Road Opening Permits”:
\$ 30,000.00


Total Estimated Cost, Not to Exceed: \$105,000.00

We look forward to working with the City of Orange Township, and trust the information provided meets your requirements.

Should you have any questions or require additional information, please contact me at (201) 624-2137.

Sincerely,

REMINGTON & VERNICK ENGINEERS



K. Wendell Bibbs, PE, CME
Executive Vice President

KWB/kn

cc: Ellie Serrano, Department of Public Works
Joe Barbadoro, RVE

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract/compliance/)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Vendor Signature:



Leonard A. Faiola, PE, PP, CME
President & CEO

Date: 12/18/2020

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
P.L. 1975, C. 127 (N.J.A.C. 17:27-3.2)

Before being awarded a contract, bidders are required to comply with the requirements of P.L. 1975, C. 127, (N.J.A.C. 17:27-3.2). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter);

OR

2. A photocopy of approved Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:27-4;

OR

3. An initial Employee Information Report (Form AA302) provided by the Affirmative Action Office and completed by the bidder in accordance with N.J.A.C. 17:27-4;

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Workforce Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request) in accordance with N.J.A.C. 17:27-7.

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ No ✓

If yes, please submit a copy of such approval

2. Do you have a Certificate of Employee Information Report Approval?

Yes ✓ No _____

If yes, please submit a copy of such certificate

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C. 127 and agrees to furnish the required documentation pursuant to the law.

Company: Remington & Vernick Engineers

Signature: 

Leonard A. Faiola, PE, PP, CME

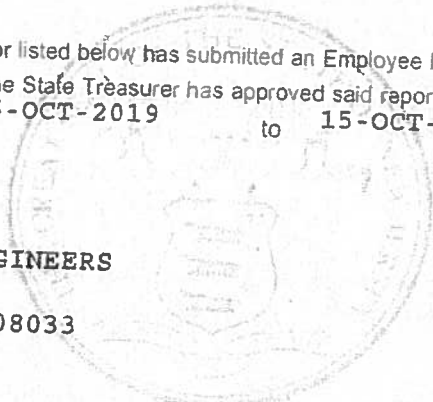
Title: President & CEO

Certification 61809

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-OCT-2019** to **15-OCT-2022**

**REMINGTON & VERNICK ENGINEERS
232 KINGS HIGHWAY EAST
HADDONFIELD NJ 08033**



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

10/03/16

Taxpayer Identification# 813-351-834/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.


If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: REMINGTON & VERNICK ENGINEERS II, INC.	TRADE NAME:	
ADDRESS: 232 KINGS HIGHWAY EAST HADDONFIELD, NJ 08033	SEQUENCE NUMBER: 2078851	
EFFECTIVE DATE: 09/30/16	ISSUANCE DATE: 10/03/16	
		 Director New Jersey Division of Revenue