CITY COUNCIL **The City of Orange Township, New Jersey**

DATE September 19, 2023 **NUMBER** 365-2023

TITLE: A RESOLUTION AUTHORIZING THE EXTENSION OF THE AWARDED CONTRACT WITH REMINGTON & VERNICK ENGINEERS, 2059 SPRINGDALE ROAD, CHERRY HILL, NEW JERSEY 08003 TO PROVIDE PROFESSIONAL ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES FOR THE COLGATE PARK IMPROVEMENTS IN THE AMOUNT NOT TO EXCEED $26,332.99.

WHEREAS, the Award of Professional Engineering, Construction Administration and Inspection Services, Resolution 205-2022, expired on April 18, 2023; and

WHEREAS, the project is continuous, ongoing, and still being completed; and

WHEREAS, as a result, the Award needs to be extended so the Services can be completed; 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 monies are available in Account No. T-11-00-000-000-000.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Orange Township does authorize the extension of Awarded Contract with Remington & Vernick Engineers, in the amount not to exceed $26,332.99.

Adopted: September 19, 2023

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

APPROVED AS TO FORM, SUFFICIENCY AND LEGALITY

A. MIZRAHI

CITY COUNCIL **The City of Orange Township, New Jersey**

DATE April 19, 2022 **NUMBER** 205-2022

TITLE: **A RESOLUTION AUTHORIZING REMINGTON & VERNICK ENGINEERS, 2059 SPRINGDALE ROAD, CHERRY HILL, NEW JERSEY 08003 TO PROVIDE PROFESSIONAL SERVICES OF THE COLGATE PARK IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED $43,020.00**

WHEREAS, the City of Orange Township did duly advertise on November 19, 2021, for Request for Qualifications for Consulting Engineering Services; and

WHEREAS, on December 7, 2021, the City of Orange Township received ten (10) 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 consulting engineering services on an "as needed" basis for 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 approve by Resolution #23-2022 the ten (10) to provide professional consulting engineering services to the City of Orange Township on an "as needed" basis for the period of January 1, 2022, through December 31, 2022; and

WHEREAS, Resolution #23-2022 did not establish a contract and only listed qualified professionals for consideration on future projects; and

WHEREAS, a separate resolution is needed to enter into a contract to provide professional engineering and construction administration services; and

WHEREAS, the Director of Public Works & Engineering agreed to select Remington & Vernick Engineers from the approved list of qualified professionals to provide engineering services for the Colgate Park Improvements (reconstruction of basketball courts, replacement of existing playground equipment, rehabilitation of gazebo area, resurfacing of the asphalt circulation path); 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 No. T-11-00-000-000-000 contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2022 Budget, there will be sufficient funds to contract with Remington & Vernick Engineers.

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 $43,020.00.

APPROVED AS TO FORM, SUFFICIENCY AND LEGALITY

A. Mizerski

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: April 19, 2022

Joyce L. Lanier
City Clerk

Kerry J. Coley
Council President

REMINGTON & VERNICK ENGINEERS

RVE HQ:
2059 Springdale Road
Cherry Hill, NJ 08003
O: (856) 795-9595
F: (856) 795-1882

April 4, 2022
REVISED FROM March 28, 2022

Mr. Marty Mayes, Director, Director of Public Works & Engineering
City of Orange Township
29 N. Day Street
Orange, New Jersey 07050

Re: City of Orange Township
Scope of Services & Cost Proposal for Professional Services Related to Improvements to Colgate Park
M2022-060R

Dear Mr. Mayes:

REMINGTON & VERNICK ENGINEERS is pleased to provide the following scope of services and associated cost proposal for the engineering & design, bid documents / specifications, contract administration, and construction observation services for various improvements to Colgate Park. These improvements include, but are not necessarily limited to, the following:

- Reconstruction of Basketball Courts
- Replacement of Existing Playground Equipment
- Rehabilitation of gazebo area
- Resurfacing of the Asphalt Circulation Path

As you may be aware, our office conducted a test pit investigation at the above referenced basketball courts to determine the source of reoccurring sinkholes. It was determined that the source of the sinkholes was deleterious materials. Therefore, a recommendation was made to reconstruct the basketball courts. A copy of our recommendation has been attached for your reference.
We are proposing the following four (4) phase approach for the professional services required for the proposed improvements:

PHASES I: FIELD SURVEY & BASE PLAN PREPARATION
This phase will consist of the preparation of base mapping for the playground areas and the asphalt circulation path. The base map for the basketball courts and gazebo area has previously been prepared under a separate proposal.

Field Survey & Base Plan Preparation
Remington & Vernick Engineers will perform topographic surveying & prepare initial base plans. Our survey staff will perform all necessary field and topographic surveying tasks to accurately locate and identify all existing features on the portions of the property that are to be improved.

When necessary, all field survey information will be obtained by collecting existing data utilizing an electronic total station instrument. Topographic survey information will be obtained at fifty-foot (50') intervals to adequately locate, describe, and obtain the vertical and horizontal characteristics for design purposes.

This information may include, but not necessarily be limited to:

- Existing top of curb, edge of pavement / gutter, and sidewalk as needed.
- Storm inlet grates, manhole rims, vent/valve boxes. Inverts and as-built information will be obtained for any storm sewer systems that are visible.
- Above-ground utilities.
- Signs, fences, and any other structures within the property.
- Location of all existing trees and shrubs.

Base maps with plan and profile views will be prepared in 2019 Civil 3D Auto-Cad, format at an appropriate scale.

Utility Organization / Agency Coordination
Remington & Vernick Engineers will submit the base plan to local utilities to confirm the approximate location and type of all above and below ground utilities within the project limits. Additionally, the respective utilities will be notified of the City's intent to improve the facility, and that they should check their proposed capital improvements or maintenance operation schedule to avoid potential disturbance of the site after the project is constructed. These utility organizations include:

- Gas Utilities
- Electric Utilities
- Sewer / Municipal Utilities Authorities
- Water Utilities
- Telephone Utilities
- Cable Utilities

Remington & Vernick Engineers will coordinate with Federal, State, County, or Local Agencies that may need to be notified of the proposed improvements in which coordination / notification will be required.

PHASES II: ENGINEERING & DESIGN

This phase of the project will consist of the preparation and development of the proposed improvements, plans, specifications, bid documents, and engineer's estimate of cost.

Engineering & Design Standards

All designs shall be in conformance with current Federal, State, County, and Local Agency standards.

Bid Documents & Specifications

Remington & Vernick Engineers will provide all documents necessary for bidding in accordance with the standards of the City of Orange.

Specifications in the appropriate format will be used.

A detailed Engineer's Estimate of cost for the project will be prepared and provided.

Plans Format / Layout

In general, the plans for the project will consist of the following pages:

- Title Page with Project Location Map.
- Standard Legend, General Notes & Distribution of Quantities.
- Site Plan(s)
- Grading & Drainage Plan(s)
- Soil Erosion & Sediment Control Plan(s) & Details
- Construction Detail(s)

Permitting

Our office anticipates a County Soil Conservation District Certification will be required since disturbance will be over five thousand square feet (5,000 SF). Remington & Vernick Engineers will perform all reasonable work and coordination services required to obtain the soil conservation district certification.

The City of Orange will be responsible for the payment of the permit fees required by the agency.

Project Coordination

Remington & Vernick Engineers anticipates at least two (2) meetings in some instances for the purposes of project coordination, obtaining input, design and improvement comments or preparing presentations to the following municipal officials and departments:

- Mayor and /or their Administration Representatives
- Department of Public Works

Remington & Vernick Engineers will forward our plans, specifications, and bid documents to the City for review and approval.

Additionally, Remington & Vernick Engineers will submit second utility notification and accompanying plans of the improvements to the utility organizations. This will give the utility organizations a second opportunity to check their proposed capital improvement plans or maintenance operation schedule to avoid disturbance of the proposed improvements after construction.

Upon receipt of all comments from the City and / or review agencies, Remington & Vernick Engineers will make minor revisions to the plans, specifications, and bid documents as reasonably necessary and/or required.

PHASES III: ADVERTISEMENT & BIDDING SUPPORT

This phase consists of the following tasks:

- Provide fifteen (15) sets of contract documents for bidding purposes.
- Provide one (1) copy of contract documents on CD-ROM.
- Perform all work necessary to coordinate advertisement and bid receipt date with the City.
- Answer and respond to all perspective bidder question during the advertisement period.
- Prepare written clarification and / or issue formal addendums, as necessary.
- Attendance at bid opening, review bid submissions, prepare bid tabulation, and prepare a recommendation of award.

PHASES IV: CONTRACT ADMINISTRATION & CONSTRUCTION OBSERVATION

This phase consists of the professional services and tasks required after the project is formally awarded by the City for the construction phase of the project. Work efforts during this phase shall include, but are not necessarily limited to, the following major work items/tasks:

- Prepare and coordinate the execution and distribution of the construction contract documents to the successful bidder, and the City.
- Coordinate and conduct the pre-construction meeting and prepare and distribute meeting minutes.
- Issue the "Notice to Proceed", review construction schedule and review all required shop drawings and submittals.
- Perform field observation / inspection services on a part-time basis. Remington & Vernick Engineers will provide qualified construction observer(s) during normal working hours for all critical aspects of construction.
- Review, prepare and submit payment recommendations for the contractor to the City.
- Perform project coordination and "close out" work efforts.

SPECIFIC EXCLUSIONS

The following work items are specifically excluded, and it is our opinion that they will not be required:

- Preparation of applications for review / regulatory agencies not specifically indicated.
- Application fees for review and/or permits from regulatory agencies as these will be paid directly by the City.
- Right-of-way acquisition & construction easement documents.
- NJDEP Permitting
- Outbound survey(s)
- Setting of property corners.
- Contract administration & construction observation services required that exceed the estimated construction contract time of ninety (90) calendar days.

If unforeseen and/or unanticipated work items arise, our office can provide a separate scope of services and cost proposal for consideration and approval by the City.

COST OF SERVICES

Our fee shall not exceed the costs indicated, which will be billed on a time & materials basis, specifically detailed as follows:

• Phase I: Field Survey & Base Plan Preparation	$ 4,740.00
• Phase II: Engineering & Design:	$ 13,060.00
• Phase III: Advertisement & Bidding Support:	$ 1,450.00
• Phase IV: Contract Administration & Construction Observation Services:	$ 23,770.00
Total Professional Services Cost:	**$ 43,020.00**

Should you have any questions, please do not hesitate to contact Mr. Joe Barbadoro at (201) 624-2137.

Sincerely,

REMINGTON & VERNICK ENGINEERS, INC.

K. Wendell Bibbs, P.E., C.M.E.
Executive Vice President

cc: Billie 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: _____ Date: 12/2/2021

Leonard A. Faiola, PE, PP, CME
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
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	REMINGTON & VERNICK ENGINEERS II, INC.
Trade Name:	
Address:	2059 SPRINGDALE ROAD CHERRY HILL, NJ 08003
Certificate Number:	2076851
Effective Date:	September 30, 2016
Date of Issuance:	September 13, 2021

For Office Use Only:

20210913085407367

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Remington & Vernick Engineers II, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2059 Springdale Road

Requester's name and address (optional)

6 City, state, and ZIP code
Cherry Hill, NJ 08003

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
8 1 - 3 3 5 1 8 3 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 7/31/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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. 17:24-4;

   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: [signature]

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

CITY COUNCIL

The City of Orange Township, New Jersey

DATE January 4, 2021

NUMBER 23-2022

TITLE: A RESOLUTION APPROVING QUALIFIED CONSULTANT ENGINEERS TO PROVIDE CONSULTING ENGINEERING ON AN "AS NEEDED" BASIS FOR ONE (1) YEAR COMMENCING JANUARY 1, 2022 THROUGH DECEMBER 31, 2022.

WHEREAS, the City of Orange Township did duly advertise on November 19, 2021, for Request for Qualifications for Consulting Engineering Services; and

WHEREAS, on December 7, 2021, the City of Orange Township received ten (10) 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 consulting engineering services on an "as needed" basis by the City of Orange Township; and

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

WHEREAS, this is not a contract and is only a list of qualified professionals, Another resolution shall be needed to enter a contract setting forth the rates and terms.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Orange Township does hereby approve those listed below to provide professional consulting engineering services to the City of Orange Township on an "as needed" basis for the period of January 1, 2022 through December 31, 2022:

1. Remington & Vernick Engineers
   One Harmon Plaza, Suite 210
   Secaucus, New Jersey 07094

2. Pennoni Associates
   24 Commerce Street, Suite 300
   Newark, New Jersey 07102

3. Lewis Consulting Group
   2604 Atlantic Avenue, Suite 600
   Wall, New Jersey 07719

4. T&M Associates
   1455 Broad Street, Suite 250
   Bloomfield, New Jersey 07003

5. Boswell Engineering
   330 Phillips Avenue
   South Hackensack, New Jersey 07606

6. Neglia Engineering
   34 Park Avenue
   Lyndhurst, New Jersey 07071

7. Mott MacDonald
   412 Mt Kemble Avenue Suite G22
   Morristown, New Jersey 07960

8. Brightview Engineering
   651 Old Mount Pleasant Avenue, Suite 100
   Livingston, New Jersey 07039

9. American Forensic Engineering
   7 Hilltop Road
   Kinnelon, New Jersey 07405

10. Matrix New World Engineering
    26 Columbia Turnpike
    Florham Park, New Jersey 07932

BE IT FURTHER RESOLVED that a copy of this resolution shall remain on file in the Office of the Municipal Clerk of the City of Orange Township.

Adopted: January 4, 2022

Joyce L. Lanier
City Clerk

Kerry J. Coley
Council President

AGREEMENT

This is an agreement, made on _____ between the City of Orange Township, "City" with an address at 29 North Day Street, Orange, New Jersey 07050, and Remington & Vernick Engineers, 2059 Springdale Road, Cherry Hill, New Jersey 08003.

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 Professional Engineering Services for the Colgate Park Improvements.**

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 on the date approved by Resolution No. _____ of the City Council of the City of Orange Township, and shall continue in effect until completion of the project, unless sooner terminated by the City by giving ten (10) days written notice to the other party.

SERVICES

2. The **"Consultant"** shall render professional engineering services in accordance with its qualification proposal, dated April 4, 2022, 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 be entitled to a fee of $43,020.00.

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 the 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 negligent of 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 negligent acts or omissions of Consultant 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

_____
Dwayne D. Warren, Esq.
Mayor

Attest:

_____

_____
Remington & Vernick Engineers
2059 Springdale Road
Cherry Hill, New Jersey 08003

Approved as to Form and Sufficiency

_____
Gracia R. Montilus, City Attorney