

# RESOLUTION

No. 22-330

Date of Adoption 3/4/2022

Factual content certified by

Approved as to Form and Legality

WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

MARK LAVENBERG, DIRECTOR OF WATER AND SEWER

Councilman /woman Caldwell-Wilson presents the following Resolution:

**RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ., TO REMINGTON AND VERNICK ENGINEERS FOR OLDEN AVENUE WATER MAIN IMPROVEMENTS DESIGN, BIDDING, AND CONSTRUCTION PHASE ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$388,980.00, WHICH SUM SHALL BE DEDUCTED FROM THE PREVIOUSLY APPROVED ARP FUNDING OF \$4,000,000.00 PER RESOLUTION 21-394 FOR A PERIOD OF ONE (1) YEAR FROM JULY 8, 2022 TO JULY 7, 2023 -RFP2021-47**

WHEREAS, the City of Trenton, Department of Water and Sewer has a need for Olden Avenue Water Main Improvements Design, Bidding, and Construction Phase Engineering Services for a period of one (1) year for the City of Trenton, Department of Water and Sewer. This work involves the engineering services needed to complete a major distribution system improvement project along Olden Avenue. The work is necessary to reduce the frequency of water main breaks along Olden Avenue and extend the useful life of this critical asset. The engineering services will develop a sound solution that will fully resolve the issue of excessive main breaks along Olden Avenue for the foreseeable future. This includes system modeling to examine the pressure more closely within the distribution system to determine if pressure surges could be a factor leading to the high frequency of water main breaks along Olden Avenue. The engineering services will also examine several water main improvements options. These include water main replacement, structural lining, and combinations of replacement and structural lining. The Olden Avenue Water Main Improvements project will improve the existing water

distribution system along North Olden Avenue in Ewing Township from Sutherland Road to Princeton Avenue. American Rescue Plan will be utilized for the engineering services contract; and

WHEREAS, a request for proposal was advertised on October 28, 2021 by the Purchasing Agent and eight (8) proposals were received in the Division of Purchasing on January 6, 2022 and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of Remington and Vernick Engineers, 232 King Highway Street, Haddonfield, New Jersey 08033 was deemed to have the necessary qualifications and expertise for the performance of the services at the rates budgeted; and

WHEREAS, funds in an amount not to exceed \$388,980.00 of the 4,000,000.00 per Resolution 21-394 have been certified to be available in the following American Rescue Plan account number(s): R-06- -50-5500-400. This contract shall be for a period of one (1) from July 8, 2022 to July 7, 2023.

# RESOLUTION

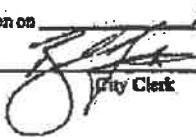
NOW, THEREFORE IT IS RESOLVED, by the City Council of the City of Trenton, as follows:

1. The mayor is hereby authorized to enter into a contract Remington and Vennick Engineers, 232 King Highway Street, Haddonfield, New Jersey 08033 for Olden Avenue Water Main Improvements Design, Bidding, and Construction Phase Engineering Services in an amount not to exceed \$388,980.00 for a period of one (1) year for the City of Trenton, Department of Water and Sewer for the said purposes in the manner prescribed by law.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.
3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk Office.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
CALDWELL WILSON	✓				VALDORN		✓							
HARRISON	✓				WALKINS	✓								
MUSCHAL	✓				MCBRIE	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on 8/4/2012

Kathy McBride  
President of Council

  
City Clerk

**PROFESSIONAL SERVICES CONTRACT**

**RFP2021-47**

**RESOLUTION 22-330**

**OLDEN AVENUE WATER MAIN IMPROVEMENTS DESIGN, BIDDING, AND CONSTRUCTION PHASE  
ENGINEERING SERVICES FOR A PERIOD OF ONE (1) YEAR FROM JULY 8, 2022 TO JULY 7, 2023  
AWARDED TO REMINGTON AND VERNICK ENGINEERS**

**THIS CONTRACT** made this 5<sup>TH</sup> day of **AUGUST 2022** by and between the **CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** a Municipal Corporation of the State of New Jersey, ("City") and **REMINGTON AND VERNICK ENGINEERS, 2059 SPRINGDALE ROAD, CHERRY HILL, NEW JERSEY 08003** (CONTRACTOR").

**WHEREAS**, the City has a need **FOR OLDEN AVENUE WATER MAIN IMPROVEMENTS DESIGN, BIDDING, AND CONSTRUCTION PHASE ENGINEERING SERVICES** for the City of Trenton, Department of Water and Sewer.

**WHEREAS**, Contractor agrees to provide **FOR OLDEN AVENUE WATER MAIN IMPROVEMENTS DESIGN, BIDDING, AND CONSTRUCTION PHASE ENGINEERING SERVICES** for the City of Trenton, Department of Water and Sewer accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

**NOW THEREFORE**, the parties mutually agree as follows:

**FOR OLDEN AVENUE WATER MAIN IMPROVEMENTS DESIGN, BIDDING, AND CONSTRUCTION PHASE ENGINEERING SERVICES** for the City agrees to retain **REMINGTON AND VERNICK ENGINEERS, 2059 SPRINGDALE ROAD, CHERRY HILL, NEW JERSEY 08003** ("the request of and under the general supervision of the City of Trenton, Department of Water and Sewer.

**1. SCOPE OF SERVICES**

**SEE ATTACHED SCOPE OF SERVICES**

**DURATION OF THE CONTRACT:**

This contract shall remain in full force and effect for a period of one (1) year from July 8, 2022 to July 7, 2023 in an amount not to exceed \$388,980.00.

- 2. STATUS OF CONTRACTOR:** It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended, nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.
- 3. NOTICES:** Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.
- 4. INTEGRATION:** Resolution #22-330 and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract with the City of Trenton, Department of Water and Sewer.
- 5. ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.
- 6. GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

## **7. MISCELLANEOUS PROVISIONS:**

- a. Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not 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. 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;
- b. Contractor, 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, sex, gender identity or expression, affectional or sexual orientation.
- c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.
- d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.
- e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- f. Contractor, where applicable, 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, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.
- g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code [N.J.A.C. 17:27].

h. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17:27:

1. Appropriate evidence that the independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4

*Lorraine Dally*  
REMINGTON AND VERNICK ENGINEERS  
2059 SPRINGDALE ROAD  
CHERRY HILL, NEW JERSEY 08003

*9/20/2022*  
Date

Seal:

*Amanda Moore*  
Attest:

ATTEST:

*ELF*  
MUNICIPAL CLERK

DATE

CITY OF TRENTON

*W. Reed Gusciora*  
W. REED GUSCIORA, ESQ.  
MAYOR

DATE

*9.17.22*