

TOWNSHIP OF JEFFERSON  
COUNTY OF MORRIS, NJ

CONSENT AGENDA RESOLUTION #18-30

"RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT  
FOR ENGINEERING SERVICES – EDWARD L. HAACK & ASSOCIATES – FOR PERIOD ENDING DECEMBER 31, 2018"

WHEREAS, the Township of Jefferson has a need for professional Engineering services; and

WHEREAS, the Township of Jefferson has decided to award the contract for this service as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, Edward L. Haack & Associates has submitted a proposal indicating that Engineering services will be provided for an annual fee not to exceed \$117,000.00 per year; and

WHEREAS, Edward L. Haack & Associates has completed and submitted a Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to a political or candidate, committee or employee for those positions listed on the Business Entity Disclosure Certification Form in the previous one year, and that the contract will prohibit Edward L. Haack & Associates from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer (CFO) of the Township has determined and certified in writing that the value of each acquisition will exceed \$17,500; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5 (b) a certificate showing availability of funds has been provided to the Township by the Chief Financial Officer of the Township, certifying that funds for said contract are available and are designated to a line item appropriations designated below and totaling \$117,000.00.


8-01-20-165-165-250  
C-04-55-917-005-999  
T-19-56-860-000-801

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Jefferson, in the County of Morris, State of New Jersey that this professional contract is hereby authorized and approved by the Township Council.

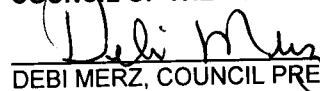
BE IT ALSO RESOLVED:

- Section 1. The Mayor and Township Clerk are hereby authorized and directed to execute an agreement with Edward L. Haack & Associates, 84 Personette Avenue, Verona, New Jersey, 07044-1625 for Engineering services to the Township of Jefferson as set forth in a proposal dated December 2, 2017 for an annual fee not to exceed \$117,000.00 per year.
- Section 2. Edward L. Haack is designated as the Township Engineer.
- Section 3. This contract is awarded as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.
- Section 4. The term of this agreement shall be for one year, from January 1, 2018 through December 31, 2018.
- Section 5. A notice of this action shall be printed once in the legal newspaper of the Township of Jefferson.
- Section 6. The resolution authorizing the award of contract for "Professional Services" and the contract itself must be available for public inspection per the requirement of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)
- Section 7. The Business Entity Disclosure Certification and the Determinations of Value be placed on file with this resolution.

ATTEST:

  
MICHELE REILLY, TOWNSHIP CLERK  
Dated: January 3, 2018

COUNCIL OF THE TOWNSHIP OF JEFFERSON:

  
DEBI MERZ, COUNCIL PRESIDENT

CERTIFICATION: I, Michele Reilly, Clerk of the Township of Jefferson, County of Morris, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Jefferson Township Council at a meeting held on January 3, 2018.

*Michele Reilly*  
Michele Reilly, RMC, Township Clerk

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN
Birmingham			X			
Finnegan	X		X			
Smith		X	X			
Dunham			X			
Merz			X			

**CMFO'S Certification of Availability of Funds**

I, William J. Eagen, hereby certify that sufficient funds will be available with the adoption of the 2018 Budget, Engineering OE, for the purpose stated herein, all in accordance with requirements of the Local Budget Law NJSA 40A: 4-1, et.seq.

**Purpose:** Part-Time Consulting Engineer

**Vendor:** Edward L. Haack & Associates (HAACK)

**Line Item No.:** 8-01-20-165-165-250  
C-04-55-917-005-999  
T-19-56-860-000-801

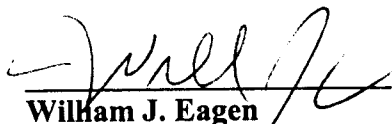
**Amount Certified:** \$117,000.00  
(\$100 per hour)

**Rate \$100/hour for 1,170 annual hours (22.5 hours/week)  
Plus .54 per mile for travel within the township.**

**Total Certified Amount NOT TO EXCEED:**

**\$117,000.00**

Certified this 3<sup>rd</sup> day of January, 2018  
For 1/03/2018 meeting

  
**William J. Eagen**  
**Chief Financial Officer**

**cc: File**

**PAY TO PLAY  
DETERMINATION OF VALUE**

Pursuant to the Pay To Play Law, the value of the contract awarded through a non-fair and open process must be determined, by an appropriate township official, prior to the award of contract by the Township Council

<b>VENDOR NAME</b>	<b>DESCRIPTION OF SERVICE</b>	<b>ESTIMATED VALUE</b>
Lavery, Selvaggi, Abromitis & Cohen, PC	Township Attorney	188,000.00
Lavery, Selvaggi, Abromitis & Cohen, PC	Labor Attorney	12,000.00
Hawkins Delafield & Wood	Bond Counsel	36,000.00
Ferraioli Wielkocz, Cerullo & Cuva	Township Auditor	111,000.00
Willis of New Jersey, Inc.*	Risk Management Services	62,000.00
Edward L. Haack & Associates	Consulting Engineer	117,000.00
Fox Architectural Services	Architectural Services	17,500.00

I hereby certify that the above referenced contracts will exceed or is expected to exceed \$17,500.

\* Vendor receives no direct payments for rendering insurance services from the Township of Jefferson, however it is expected that the vendor may earn in excess of \$17,500 from insurance commissions.

NAME: William J. Eagen

TITLE: Chief Financial Officer

SIGNATURE: 

DATE: January 3, 2018

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
TOWNSHIP OF JEFFERSON**

**Part I – Vendor Affirmation**

*Edward L. Haack & Associates*

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ~~the name of business entity~~ has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Jefferson as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Jefferson Township Republican Committee	Mayor Felter
	Council President Debi Merz
	Councilman Robert Birmingham
	Councilman Jay Dunham
	Councilwoman Ron Smith
	Councilwoman Kim Finnegan

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership    
  Corporation    
  Sole Proprietorship    
  Subchapter S Corporation  
 Limited Partnership    
 Limited Liability Corporation    
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
<i>Edward L. Haack</i>	<i>84 Personette Ave., Verona, NJ 07099-1625</i>

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: *Edward L. Haack & Associates*  
 Signed: *Edward L. Haack* Title: *OWNER*  
 Print Name: *Edward L. Haack* Date: *12/12/17*

Subscribed and sworn before me this 12 day of December, 2017

My Commission expires: _____ My Commission Expires 7-10-2022 No. 2361882	Marjorie Lopes Notary Public New Jersey	<i>Edward L. Haack</i> _____ (Affiant)
		_____ (Print name & title of affiant) (Corporate Seal)

*MARJORIE LOPES*

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of January 1, 2018 - December 31, 2018 ("Effective Date") between

Township of Jefferson ("Owner")

and Edward L. Haack & Associates ("Engineer")

Engineer agrees to provide the services described below to Owner for Position of Township Engineer ("Project").

Description of Engineer's Services: As outlined in letter from Edward L. Haack & Associates dated December 2, 2017 to James M. Leach, Township Administrator (attached).

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Owner and Engineer further agree as follows:

**1.01 Basic Agreement**

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

**2.01 Payment Procedures**

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

**3.01 Additional Services**

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

**4.01 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
  - b. By Engineer:
    - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### 5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

### 6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but

without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### 7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

## 8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

### B. Political Contribution Disclosure:

This contract has been awarded to Edward L. Haack & Associates based on the merits and abilities of Edward L. Haack & Associates to provide the goods and services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Edward L. Haack & Associates, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make any reportable contribution during the term of the contract to any political party committee in the **Township of Jefferson** if a member of that political party is serving in an elective public office of that **Township of Jefferson** when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that **Township of Jefferson** when the contract is awarded.



**9.01 Payment (Hourly Rates Plus Reimbursable Expenses)**

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.

2. Engineer's Standard Hourly Rate of \$100.00 in accordance with the attached letter dated December 2, 2017.

3. The total compensation for services and reimbursable expenses is estimated to be \$ 120,000.00

B. The Engineer's compensation is conditioned on the time to complete projects during the length of this contract.

Should the time to complete projects be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Township of Jefferson

Russell W. Felter

By: 

Title: Mayor

Date Signed: 1/03/18

Attest:   
Township Clerk

Address for giving notices:

1033 Weldon Road

Lake Hopatcong, NJ 07849

ENGINEER: Edward L. Haack &  
Associates  
Edward L. Haack

By: 

Title: Principal

Date Signed: 12/2/17

License or Certificate No. and State \_\_\_\_\_

NJPE License No. 23735

Address for giving notices:

84 Personette Avenue

Verona, NJ 07044-1625