

**CITY COUNCIL****The City of Orange Township, New Jersey**DATE July 8, 2020NUMBER 287-2020

**TITLE: A RESOLUTION AUTHORIZING REMINGTON & VERNICK ENGINEERS, ONE HARMON PLAZA, SUITE 210, SECAUCUS, NEW JERSEY 07094 TO PROVIDE PROFESSIONAL CONSTRUCTION ADMINISTRATION AND CONSTRUCTION OBSERVATION SERVICES PHASES IV FOR THE LINCOLN AVENUE (BETWEEN CENTRAL AVENUE TO HEYWOOD AVENUE) AND SOUTH CENTER STREET (BETWEEN CENTRAL AVENUE TO TREMONT AVENUE) ROADWAY RESURFACING PROJECT IN AN AMOUNT NOT TO EXCEED \$39,000.00.**

**WHEREAS**, the City of Orange Township did duly advertise on October 31, 2019, for Request for Qualifications for Consulting Engineering Services; and

**WHEREAS**, on November 1, 2019, the City of Orange Township received eight (8) 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 #425-2019 the eight (8) bidders to provide professional consulting engineering services to the City of Orange Township on an "as needed" basis for the period of January 1, 2020, through December 31, 2020; and

**WHEREAS**, Resolution #425-2019 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 for the Lincoln Avenue (between Central Avenue to Heywood Avenue) and South Center Street Roadway (between Central Avenue to Tremont Avenue) Resurfacing Project; 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 Lincoln Avenue (between Central Avenue to Heywood Avenue) and South Center Street (between Central Avenue to Tremont Avenue) Roadway Resurfacing Project; 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. C-04-19-052-J00-001.



**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 \$39,000.00.
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:

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Joyce L. Lanier  
City Clerk

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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, One Harmon Plaza, Suite 210, Secaucus, New Jersey 07094.

## 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 construction administration and construction observation services phase IV for the Lincoln Avenue (between Central Avenue to Heywood Avenue) and South Center Street (between Central Avenue to Tremont Avenue) Roadway Resurfacing Project.**

**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 June 12, 2020, 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 \$39,000.00.

### **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 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  
One Harmon Plaza, Suite 210  
Secaucus, New Jersey 07094

Approved as to Form and Sufficiency

\_\_\_\_\_  
Gracia R. Montilus, City Attorney

CITY OF ORANGE  
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS  
CAPITAL BUDGET

I, Nile Clements, Chief Financial Officer for the City of Orange, do hereby certify to the best of my knowledge and belief that there are now sufficient funds in the following Capital accounts to Contract with:

Vendor Name: Remington & Vernick Engineers  
Address#1: 232 Kings Highway East

City: Haddonfield  
State: New Jersey  
Zip Code: 08033

Purpose: Professional Construction Administration  
Services for Phase IV

Fund: General Capital  
Account Name : 2019-052J Resurface Lincoln Ave./S. Center St.  
Account Numbers(s): C-04-19-052-J00-001  
balance before 69,929.30  
requested 39,000.00  
balance after 30,929.30

Vendor ID: REMIN010

Purchase Order #: 20-01035

Amount not to exceed: \$ 39,000.00

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Division Head	Date
	6/19/2020
Chief Financial Officer	Date

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**REMINGTON  
& VERNICK  
ENGINEERS**

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

June 12, 2020

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

**Re: City of Orange Township  
Scope of Service and Cost Proposal for Contract Administration & Construction  
Observation Services for the Resurfacing of Lincoln Avenue and South Center Street  
M2020-140**

Dear Mr. Mayes:

As you are aware the City of Orange previously authorized Remington & Vernick Engineers (RVE) to complete the design, advertisement, and bidding support services for the above referenced project per RVE's Proposal No. M2019-204R. A copy this proposal has been attached for your convenience.

On May 27, 2020, the City received bids for the above referenced project. Our office has reviewed the bids and will provide a Recommendation to Award under a separate cover.

Remington & Vernick Engineers is pleased to provide the following scope of services and associated cost proposal for contract administration and construction observation services for the "Resurfacing of Lincoln Avenue and South Center Street" project.

Work efforts shall include, but are not necessarily limited to, the following major tasks based on an anticipated ninety (90) day contract completion time:

- Prepare and/or 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 of all required shop drawings and submittals.
- Perform field observation/inspection services on a part-time basis. RVE will provide qualified construction observers during normal working hours, during critical aspects of construction.
- Review, prepare, and submit payment recommendations for the contractor to the City.

**SPECIFIC EXCLUSIONS**

The following work items are specifically excluded:

- Contract administration & construction observation services required in excess of the estimated ninety (90) calendar day contract time.

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City of Orange Township

Scope of Service and Cost Proposal for Contract Administration & Construction Observation Services for the Resurfacing of  
Lincoln Avenue and South Center Street

M2020-140

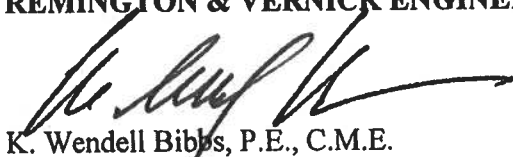
**COST OF SERVICES**

Our fee for these work efforts shall not exceed \$39,900.00 and will be billed on a time & material basis.

We look forward to working with the City of Orange Township on this project. Should you have any questions or concerns regarding this proposal, please do not hesitate to contact me at (201) 624-2137.

Sincerely,

**REMINGTON & VERNICK ENGINEERS**



K. Wendell Bibbs, P.E., C.M.E.

Executive Vice President

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

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 X  
If yes, please submit a copy of such approval

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

Yes X \_\_\_\_\_ 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: 

Title: Edward Vernick, PE, CME, President

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

**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:

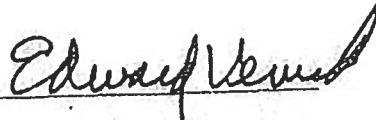
Letter of Federal Affirmative Action Plan Approval

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](http://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: \_\_\_\_\_



Edward Vernick, PE, CME, President  
Remington & Vernick Engineers

Date: 11/11/2019



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 288 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	

Form **W-9**  
(Rev. December 2011)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above  
**Remington, Vernick & Arango Engineers**

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
**66 Finance Dept 79 Grove Street**  
City, state, and ZIP code  
**Haddonfield NJ 08033**

Requester's name and address (optional)

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
Employer identification number									
3	8	-	3	0	6	4	1	8	7

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 on page 4.

Sign Here    Signature of U.S. person ▶ *[Signature]*    Date ▶ **9/20/13**

**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**CITY COUNCIL**

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

DATE December 17, 2019

NUMBER 425-2019

**TITLE: A RESOLUTION APPROVING QUALIFIED CONSULTANT ENGINEERS TO PROVIDE CONSULTING ENGINEERING ON AN "AS NEEDED" BASIS FOR ONE (1) YEAR COMMENCING JANUARY 1, 2020 THROUGH DECEMBER 31, 2020.**

**WHEREAS**, the City of Orange Township did duly advertise on October 31, 2019, for Request for Qualifications for Consulting Engineering Services; and

**WHEREAS**, on November 14, 2019, the City of Orange Township received eight (8) 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, 2020 through December 31, 2020:

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

Maser Consulting, PA  
331 Newman Springs Road, Suite 203  
Red Bank, New Jersey 07701

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

Boswell Engineering  
330 Phillips Avenue  
South Hackensack, New Jersey 07606-1722

CME Associates  
3141 Bordentown Avenue  
Parlin, New Jersey 08859


Matrix New World Engineering  
442 State Route 35  
Eatontown, New Jersey 07724

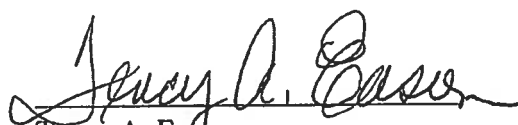
Grant Engineering & Construction Group, LLC  
211 Warren Street, Suite 420  
Newark, New Jersey 07103

Engenuity Infrastructure  
12 Broad Street, Suite 203  
Red Bank, New Jersey 07701

**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: **December 17, 2019**

  
Joyce L. Manier  
City Clerk

  
Tency A. Eason  
Council President