

**CITY COUNCIL****The City of Orange Township, New Jersey**DATE November 1, 2022NUMBER 428-2022

**TITLE: A RESOLUTION AUTHORIZING BRIGHT VIEW ENGINEERING TO PROVIDE ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION RELATED TO THE TRAFFIC SIGNAL DESIGN SERVICES ON SCOTLAND ROAD (CR 638) & HIGHLAND AVENUE IN AN AMOUNT NOT TO EXCEED \$69,500.00.**

**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) bidders 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 engineering design and construction administration related to the Traffic Signal Design Services on Scotland Road (CR638) & Highland Avenue; and

**WHEREAS**, the Director of Public Works & Engineering agreed to select Bright View Engineering from the approved list of qualified professionals to provide engineering design and construction administration related to the Traffic Signal Design Services on Scotland Road (CR638) and Highland Avenue; 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-04-05-005-000-000.

**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 Bright View Engineering in an amount not to exceed \$69,500.00.
2. Notice of this action shall be printed in the Orange Transcript as required by law within ten (10) days of its passage

  
H. M. Mizner



3. The agreement herein and this resolution are contingent upon certification of funds appropriate funding to render payment for services provided within.

Adopted: **November 6, 2022**

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Joyce L. Lanier  
City Clerk

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Tency A. Eason  
Council President



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: Bright View Engineering, LLC.  
Address#1: 5 Pitcairn Drive

City: Roseland  
State: New Jersey  
Zip Code: 07068

Purpose: Engineering design construction &  
administration related to traffic signals on Scotland & Highland Ave

Fund: General Capital  
Account Name : Orange Twp 5-05  
Account Numbers(s): C-04-05-005-000-000  
balance before 384,897.24  
requested 69,500.00  
balance after 315,397.24

Vendor ID: BRIGH010

Purchase Order #: 22-01937

PENDING RESOLUTION

Amount not to exceed: \$ 69,500.00

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Division Head

Date

*Nile Clements*

10/25/2022

---

Chief Financial Officer

Date



**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

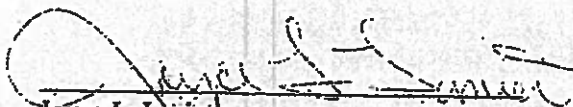


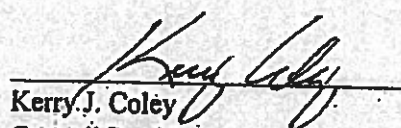


5. **Boswell Engineering**  
330 Phillips Avenue  
South Hackensack, New Jersey 07606
6. **Neglia Engineering**  
34 Park Avenue  
Lyndhurst, New Jersey 07071
7. **Mott MacDonald**  
412 Mt Kemble Avenue Suite G22  
Morristown, New Jersey 07960
8. **Brightview Engineering**  
651 Old Mount Pleasant Avenue, 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





**Bright View Engineering**  
*Moving you forward*

July 20, 2022

VIA E-MAIL  
mmayes@orangenj.gov

Marty Mayes  
City of Orange Township  
29 North Day Street  
Orange, New Jersey 07050

Re: Traffic Signal Design Services – Scotland Road (CR 638) & Highland Avenue  
City of Orange Township  
Essex County, New Jersey  
Project No.: 208103

Dear Mr. Mayes:

As requested, please find attached Bright View Engineering (BVE)'s proposal for design and construction support services related to the reconstruction of the traffic signal at Scotland Road and Highland Avenue. Based on discussions with your office, it is our understanding that the City intends to use construction funding associated with improvements to the Highland Avenue Train Station project to upgrade the Scotland & Highland traffic signal. Preliminary conversations with Essex County have indicated that the County is amenable to the replacement of this signal as part of this project, provided Essex County design standards are followed.

To facilitate the implementation of the replacement of this signal, BVE has prepared the following scope of services for your consideration. The following outlines our anticipated scope of services and is divided into four sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV – Client Contract Authorization

The following scope of work has been separated into phases so that it can be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the work will be accomplished.

70 South Orange Avenue, Suite 109  
Livingston, New Jersey 07039

C: (732) 236-7557 T: (973) 228-0999 F: (201) 753-3904  
BrightViewEngineering.com

P.O. Box 99  
Roseland, NJ 07068





## SECTION I – SCOPE OF SERVICES

BVE proposes to provide professional design services for the proposed signal design as described below.

### **Task 1: Project Management & Coordination with Essex County**

Project management and coordination shall be provided Bright View Engineering. Throughout the project, we will be responsible for the following:

- Attend all project related meetings including review meetings with Essex County, as necessary.
- Prepare and review all comment responses
- Prepare monthly progress reports and invoices
- Maintain QA/QC protocol and documentation

### **Task 2: Surveying/Base mapping**

Based on our initial review of the survey information previously obtained from the Highland Avenue Station project, it appears we have the required base survey necessary for the redesign of the intersection of Scotland Road and Highland Avenue. We have included a budget of one day of field survey to obtain additional survey information as needed during the design of the traffic signal.

### **Task 3: Operational Analysis**

To determine the appropriate intersection configuration and signal operation, BVE will develop a Synchro model for the intersection using available existing information including as-built traffic signal plans, timings, and available historical count data. BVE will also conduct new traffic counts to encompass the weekday morning and weekday evening periods as appropriate. Counts will be collected using digital video cameras and processed to obtain the required count information.

Once the preliminary signal design is complete, a timing directive will be developed based on the Synchro models developed, proposed design, and data collected above.





#### **Task 4: Plan Preparation**

BVE will prepare design plans for the intersection of Scotland Road & Highland Avenue to include the following plan sheets as appropriate:

1. Title Sheet
2. Notes and General Legend
3. Construction and Drainage Plan
4. Grading and Sidewalk Design Plan
5. Signing and Striping Plan
6. Traffic Signal Plan
7. Electrical Plan
8. Traffic Control Plan
9. Soil Erosion & Sediment Control Plan (if required)
10. Details

We anticipate the signal design will be included in the overall project design for the train station and the existing cover sheet and estimate of quantities sheet will be modified to include intersection modifications. BVE does not anticipate utility relocations will be necessary and will make every effort during the design to avoid utility relocations. If utility relocation plans are required, they will be considered extra work.

#### **Task 5: Construction Cost Estimate / Specifications / Certifications**

BVE will prepare an engineer's cost estimate for use on the project based on the plans prepared in the tasks above. Unit prices will be compiled from NJDOT standard pricing as well as historical prices from other recent projects in the City of Orange Township and Essex County.

Bid Specifications will be prepared using the 2019 NJDOT Standard Bid Specifications, modified as appropriate for this project.

#### **Task 6: Bidding Assistance / Bid Analysis / Recommendation of Award**

BVE will provide assistance to the City during the project bidding process, answering contractor questions and preparing addendums if required. Upon receipt of bids, BVE will prepare a bid analysis consistent with NJDOT Local Aid requirements (aka Wisconsin bid analysis) and provide a recommendation of award to the City regarding the bids received.







### **Task 7: Construction Period Services**

BVE will provide the following construction support services:

- Review shop drawings and other submittals as required to evaluate that the proposed materials and equipment conform to the contract documents.

### **MEETINGS**

Attendance at any meetings will be billed on a 'time and materials' basis in accordance with our "Standard Provisions for Professional Services" dated January 1, 2022.

Attendance at School/Planning/Zoning Board meetings and other public meetings where expert testimony is required will be billed separately on an hourly basis, per professional. Attendance at agency and project coordination meetings will be billed in accordance with the Schedule of Hourly Rates in effect at the time the meetings are held. Colored renderings, if requested for Board presentation, and meeting preparation time will be billed on an hourly basis.

### **PLAN REVISIONS AND ADDITIONAL WORK**

Work accomplished under this phase will be billed in accordance with the Schedule of Hourly Rates in effect at the time the work is accomplished and will include revisions or extra work requested by various review agencies or the client that differ from the original scope of work and are not an error or omission on the part of Bright View Engineering.





### **SCHEDULE OF FEES**

The Fee Proposal includes all of the tasks outlined in the Scope of Services. Based upon the foregoing scope of services, we offer the following Fee. As you know, we can only estimate the effort needed for this project. If any task should take significantly longer than estimated to perform the services, or if unforeseen conditions occur, we may require additional compensation.

**TASKS 1-7 Design and Construction – Scotland Rd & Highland Ave \$69,500**

The fees above include the completion of services as outlined in the scope of services. Bright View Engineering reserves the right to modify this proposal based upon final acceptance of your office.

This Scope of Service is subject to the terms, conditions and exclusions as noted herein. Hourly Rates and reproduction costs will be in accordance with the attached Schedule of Hourly Rates and fees. If extra services become necessary then Bright View Engineering may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra service.

### **EXCLUSIONS AND UNDERSTANDINGS**

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- Services not specifically outlined above in Section I;
- Meetings;
- All out-of-pocket expenses including, but not limited to, application fees, permit fees laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries will be charged at cost and passed on to you for payment.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Bright View may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.





Signal Design at Scotland Rd & Highland Ave  
City of Orange Township  
Project No.: 208103  
July 20, 2022  
Page 6 of 7

**SECTION II – BUSINESS TERMS AND CONDITIONS**  
Orange Business Terms and Conditions Shall Apply to this contract.

**SECTION III – 2022 RATE SCHEDULE**  
Orange TECHNICAL STAFF RATES shall apply to this contract.

70 South Orange Avenue, Suite 109  
Livingston, New Jersey 07039

C: (732) 236-7557 T: (973) 228-0999 F: (201) 753-3904  
BrightViewEngineering.com

P.O. Box 99  
Roseland, NJ 07068





**SECTION IV – CLIENT CONTRACT AUTHORIZATION**

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.


\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

If you find this proposal acceptable, please sign where indicated above in Section IV, return one signed copy to this office as a formal notice-to-proceed. Invoices are due within 30 days. This proposal is valid until October 15, 2022.

Should you have any questions or require any additional information, please do not hesitate to contact us at (732) 236-7557. Thank you for your time and consideration in this matter.

Very truly yours,  
Bright View Engineering

  
John J. Jahn, PTP, TSOS  
Principal

JJJ/jaf

<https://bvengr.sharepoint.com/sites/bvengr/proj/208103-TA-2016-Highland-Ave-Station-Access/1-proposal/Scotland&HighlandDesignProp3.docx>





**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

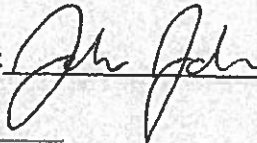
2. Do you have a Certificate of Employee Information Report Approval?

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: Bright View Engineering

Signature: 

Title: Principal



Certification 58571

**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-JAN-2018** to **15-JAN-2025**

**BRIGHT VIEW ENGINEERING**  
**5 PITCAIRN DRIVE**  
**ROSELAND**

**NJ 07068**



A handwritten signature in cursive script, reading "Elizabeth M. Muoio".

**ELIZABETH MAHER MUOIO**  
Acting 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:



Date:

11/29/2021





NEW JERSEY DIVISION OF REVENUE

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 232  
TRENTON, N. J. 08648-0252

TAXPAYER NAME:

BRIGHT VIEW ENGINEERING LLC

TRADE NAME:

ADDRESS:

5 PITCAIRN DR  
ROSELAND NJ 07068

SEQUENCE NUMBER:

2162037

EFFECTIVE DATE:

08/17/17

ISSUANCE DATE:

08/17/17

*James J. Guccione*

Director

New Jersey Division of Revenue



# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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.  
**Bright View Engineering**

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) ▶ S

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.  
**5 Pitcairn Drive**

6 City, state, and ZIP code  
**Roseland, NJ 07068**

7 List account number(s) here (optional)

Requester's name and address (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

			-			-			
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or

Employer identification number


8	2	-	2	5	0	6	6	4	7
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## 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); and
- 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 ▶ 

Date ▶ 01/01/2019

## 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](http://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.



# AGREEMENT

This is an agreement made on \_\_\_\_\_ between the City of Orange Township, the “City” with an address at 29 North Day Street, Orange, New Jersey 07050, and Bright View Engineering, LLC, 5 Pitcairn Drive, Roseland, New Jersey 07068 (the “Engineer”).

## 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 employ the services of **Bright View Engineering, LLC** , as per **Resolution # \_\_\_\_-2022** to **provide engineering design and construction administration related to the traffic signal on Scotland Road (CR638 & Highland Avenue** in accordance with the terms and conditions provided in this agreement and in the proposal dated July 20, 2022.

**WHEREAS**, the “Engineer” is duly licensed to practice in the State of New Jersey and desires to render professional services for the City as provided in the agreement.

**NOW, THEREFORE**, the City engage the services of the “**Engineer**” 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 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 “**Engineer**” shall render **Bright View Engineering, LLC** in accordance with its proposal, dated **July 20, 2022**, a copy of which is attached here to.



## **USE OF AGENTS OR ASSISTANTS**

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

## **THE COST OF SUPPLIES AND EQUIPMENT**

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

## **FEE**

5. For services to be rendered under this agreement, the “**Engineer**” shall be entitled to a fee of \$69,500.00.

## **DEVOTION OF TIME**

6. The “**Engineer**” 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 “**Engineer**”, shall subject to Paragraph 5, make a reasonable effort to perform these additional services without decreasing the effectiveness of the performance of the duties required by this agreement.





## **INSURANCE**

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

## **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

8. Non-Discrimination and Affirmative Action – The Engineer 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 Engineer will be required to comply with the requirements of New Jersey P.L. 1975, c. 127. (N.J.A.C. 17:27).

## **PRIOR AGREEMENTS 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 “**Engineer**” without the prior written consent of the City except provided in Paragraph 3. In the event of an assignment and/or delegation by the “**Engineer**” 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.

## **GOVERNING LAW**

12. 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**

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

## **LEGAL CONSTRUCTION**

14. 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 affect 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**

15. 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

\_\_\_\_\_  
Bright View Engineering, LLC  
5 Pitcairn Drive  
Roseland, New Jersey 070068

Approved as to Form and Sufficiency

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

