

CITY COUNCIL**The City of Orange Township, New Jersey**DATE January 17, 2023NUMBER 45-2023

TITLE: A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MOTT MACDONALD, 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO SUPPORT THE NEW DEVELOPMENTS AND DESIGN OF THE WATER, SEWER, AND STORM SYSTEMS COMMENCING JANUARY 1, 2023 THROUGH DECEMBER 31, 2023 PAID FROM ESCROW FUNDED EXCLUSIVELY BY APPLICANT DEPOSITS.

WHEREAS, The City of Orange Township is in the process of redeveloping areas through the city, changing the designations of certain zones throughout the city; and

WHEREAS, pursuant to Zoning Laws, the City is preparing to adjust the water, sewer, and storm water systems as to be in compliance with all laws and regulations; and

WHEREAS, the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, requires a resolution authorizing the award of contracts for professional services and that the contract itself be available for public inspection as set forth herein; and,

WHEREAS, the engineering services include all work necessary to complete the requested redevelopment area studies and redevelopment plans, economic development, project management in regards to opportunity zones and other technical assistance, as needed; and,

WHEREAS, Mott Macdonald certified that it has not made any reportable contributions to a political or candidate committee in the City in the 1-year immediately prior to the initial term of the Agreement, and that it acknowledges it is prohibited from making any such reportable contributions during any period of providing services to the City and/or its Land Use Boards; and,

WHEREAS, fees for services rendered to the Land Use Boards in connection with development applications will be paid entirely from escrows funded exclusively by applicant deposits for specific projects.

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 Mott MacDonald.
2. Notice of this action shall be printed in the Orange Transcript as required by law within ten (10) days of its passage.

Adopted: **January 17, 2023**

Joyce Lanier
City Clerk

Tency A. Eason
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 Mott MacDonald, 111 Wood Avenue South, Iselin, New Jersey 08830.

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 **Mott MacDonald to provide professional engineering services to support the water, sewer, and storm water systems.**

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 January 1, 2023 through December 31, 2023 as per **Resolution # ___-2022** 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 redevelopment schedule.

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 Paid from escrow.

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 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.

ATTORNEY’S FEES

12. 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

13. 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

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

LEGAL CONSTRUCTION

15. 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

16. All notice 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
Municipal Clerk

Dwayne D. Warren, Esq.
Mayor

Attest:

Mott MacDonald
111 Wood Avenue South
Iselin, New Jersey 08830

Approved as to Form and Sufficiency

Gracia R. Montilus, City Attorney