

CITY COUNCIL**The City of Orange Township, New Jersey**DATE March 19, 2024

AMENDED

NUMBER 165-2024**TITLE:**

A RESOLUTION AUTHORIZING PENNONI ASSOCIATES, 1085 RAYMOND BLVD, SUITE 2102, NEWARK, NEW JERSEY 07102 TO PROVIDE PROFESSIONAL ENGINEERING, DESIGN, CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE NJDOT 2023 ROADWAY IMPROVMENTS IN AN AMOUNT NOT TO EXCEED \$67,100.00.

WHEREAS, the City of Orange Township did duly advertise on January 12, 2024, for Request for Qualifications for Consulting Engineering Services; and

WHEREAS, on January 25, 2024, the City of Orange Township received fifteen (15) 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 #115-2024 the fifteen (15) bidders to provide professional consulting engineering services to the City of Orange Township on an "as needed" basis for the period of January 1, 2024, through December 31, 2024; and

WHEREAS, Resolution #115-2024 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 NJDOT 2023 Roadway Improvements; and

WHEREAS, the Director of Public Works & Engineering agreed to select Pennoni Associates from the approved list of qualified professionals to provide engineering services for the NJDOT 2023 Roadway Improvements for Tremont Avenue (between Haxtun Ave to East Orange Border); Mosswood Avenue (between Heywood Ave to South Orange Border) and Austin Place (between Forest Street to Dead End); 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. G-02-00-701-202-300.

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 Pennoni Associates in an amount not to exceed \$67,100.00.
2. Notice of this action shall be printed in the Orange Transcript as required by law within ten (10) days of its passage.



A. MIZRAHI

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

Adopted: **March 19, 2024**

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

**City of Orange Township
Notice to Bidders
Request for Qualifications
for Engineering Services
City of Orange Township,
Essex County, New Jersey**

Notice is hereby given that sealed "Request for Qualifications" (under the provision of Local Public Contracts Law N.J.S.A. 40:A-11-4.1 et seq.) will be received no later than 3:00pm on Thursday, January 25, 2024, City Hall, Department of Public Works & Engineering, 29 North Day Street, 3rd Floor, Orange, New Jersey 07050.

The City of Orange Township is soliciting qualifications for Engineering Services and is seeking to select a qualified professional consultant to act in the capacity of Municipal Engineer.

Respondents may obtain specifications from the Department of Public Works by contacting Keesha Lewis, by email at klewis@orangenj.gov between the hours of 9:00am and 4:00pm, Monday through Friday commencing on the date of this notice.

An original and two (2) copies of the proposal and all supporting documents shall be submitted in a sealed envelope plainly marked to indicate the name and address of the proposer, the subject of the proposal and date of proposal opening. Responses may either be mailed or delivered in person. Mailed responses will be held and opened at the above specified time and date. Responses received by the Department of Public Works and Municipal Engineering after the time for opening proposals will be returned unopened.

The City of Orange Township is not responsible for late delivery by the United States

CITY OF ORANGE
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
GRANT TRUST ACCOUNT

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 Grant account(s) to Contract with:

Vendor Name: Pennoni Associates Inc.
Address#1: 24 Commerce Street
Suite 300

City: Newark
State: NJ
Zip Code: 07102

Purpose: Engineering, design and construction admin.
for the 2023 NJDOT roadway improvements

Fund: Current Fund - Grants
Account Name NJDOT Various Streets grant FY '23
Account Numbers(s): G-02-00-701-202-300
Balance Before 907,093.00
Requested 67,100.00
Balance After 839,993.00

Vendor ID: PENNO010

Purchase Order #: 24-00726

Amount not to exceed: \$67,100.00

Division Head

Date

Nile Clements

3/8/2024

Chief Financial Officer

Date

AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2024, between the City of Orange Township and **Rosando Fence Company, Inc./Fox Fence, 411 Crooks Avenue, Clifton, New Jersey 07011.**

WHEREAS, the City of Orange Township wishes to retain a firm for the purpose of **emergency fence repairs/installation to City owned properties under the ESCNJ 20/21-37 Co-Op** for the City of Orange Township, as specifically set forth in the attached proposal in the amount not to exceed **\$60,000.00.**

WHEREAS, the City of Orange Township wishes to retain **Rosando Fence Company, Inc./Fox Fence** with offices located at **411 Crooks Avenue, Clifton, New Jersey 07011.**

WHEREAS, this firm and the individuals of the firm are to be retained pursuant to the Agreement as specified under the **ESCNJ Co-Op 20/21-37**; and

WHEREAS, the City Council of the City of Orange Township has, by **Resolution No. _____** dated _____, authorizes **Rosando Fence Company, Inc./Fox Fence** for the purpose of **emergency fence repairs/installation to City owned properties on an “as needed” basis**, as specified in the attached proposal.

NOW, THEREFORE, BE IT AGREED by and between the parties, for the mutual convenient set forth herein below:

1. **Rosando Fence Company, Inc./Fox Fence** is hereby contracted by the City of Orange Township to provide services as specified in the attached proposal.
2. This agreement shall be effective commencing on **January 1, 2024** and terminating on **November 19, 2024.**

3. This agreement shall not be assigned nor shall any duties under this agreement be delegated by **Rosando Fence Company, Inc./Fox Fence** without prior written consent of the City.
4. The validity of this agreement and its terms or provisions, as well as the rights and duties of the contracting parties, shall be governed by and construed in accordance with the laws of the State of New Jersey.
5. This agreement shall be binding on and inure to the benefit of the contracting parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when not expressly prohibited by this agreement.
6. 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 it this agreement shall for any reason be held to be invalid, illegal, or unenforceable provision had never been contained in it.
7. This agreement constitutes the sole agreement of the contracting parties and supersedes any prior understandings or written or oral agreements between the parties respecting its subject matter.
8. 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.
9. The City may terminate this Agreement upon three days notice with

Rosando Fence Company, Inc./Fox Fence. In the event that this agreement is deemed to be terminated, the City shall pay **Rosando Fence Company, Inc./Fox Fence** for those services provided as of the effective date of termination. This agreement is final and cannot be amended, supplemented, changed or modified without said being in writing.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

CITY OF ORANGE TOWNSHIP:

Joyce L. Lanier Date
City Clerk

Dwayne D. Warren, Esq.
Mayor

ATTEST:

Rosando Fence Company, Inc.
DBA Fox Fence
411 Crooks Avenue
Clifton, New Jersey 07011

Print Name

Print Name

Signature

Signature

Approved as to Form and Sufficiency

Gracia R. Montilus
City Attorney

CITY COUNCIL

The City of Orange Township, New Jersey

DATE _____

NUMBER _____

TITLE: A RESOLUTION AUTHORIZING AND RATIFYING THE RETENTION OF BLAU AND BLAU, ATTORNEYS AT LAW AS SPECIAL COUNSEL TO FILE AFFIRMATIVE TAX APPEALS ON BEHALF OF THE CITY OF ORANGE TOWNSHIP FROM JANUARY 1, 2024 UNTIL DECEMBER 31, 2024.

WHEREAS, pursuant to Title 54 of the New Jersey Statutes Annotated, the Township regularly assesses all real properties within the Township and allocates its budget in proportionate manner based on the value of the various line items; and

WHEREAS, the City shall retain Blau and Blau, Attorneys at Law (“Blau and Blau”), as special counsel for the purpose of filing commercial tax appeals on behalf of the City of Orange Township for the period January 7, 2024, through December 31, 2024 (“Special Counsel”); and

WHEREAS, the agreement to retain Blau and Blau as Special Counsel for the period of January 1, 2024, through December 31, 2024 is attached hereto; and

WHEREAS, Special Counsel’s Agreement specifically includes the right to file affirmative tax appeals on behalf of the City which tax appeals are designed to accurately and equitably apportion the real estate tax burden among the existing properties within the City; and

WHEREAS, Special Counsel is entitled to a contingent fee if any increase in assessment occurs as a result of the appeal; and

WHEREAS, Special Counsel and the Tax Assessor has performed an analysis as to the various properties within the Township that it believes warrant affirmative tax appeals; and

WHEREAS, tax appeals had to be filed no later than April 1, 2024; and

WHEREAS, Special Counsel is responsible for all fees and expenses in prosecuting any affirmative tax appeals; and

WHEREAS, Special Counsel has consulted with Mark Hendricks, Appraiser for the City and the Tax Assessor, concerning the efficacy of such affirmative appeals and they concur with Special Counsel’s analysis; and

WHEREAS, nothing contained herein shall mandate or require the prosecution of such appeals, but shall authorize any and all actions necessary and appropriate to prosecute these affirmative appeals.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE TOWNSHIP that Blau and Blau, as Special Counsel, be and is hereby authorized and empowered to take all steps necessary to prosecute affirmative tax appeals for the year 2023 concerning the properties in the attachment.

BE IT FURTHER RESOLVED that this Resolution shall be available to inspection during normal business hours and in accordance with all applicable statutes.

Adopted:

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

CITY COUNCIL

The City of Orange Township, New Jersey

DATE February 20, 2024

NUMBER 115-2024

TITLE: A RESOLUTION APPROVING QUALIFIED CONSULTANT ENGINEERS TO PROVIDE CONSULTING ENGINEERING ON AN "AS NEEDED" BASIS FOR ONE (1) YEAR COMMENCING JANUARY 1, 2024 THROUGH DECEMBER 31, 2024.

WHEREAS, the City of Orange Township did duly advertise on January 12, 2024, for Request for Qualifications for Consulting Engineering Services; and

WHEREAS, on January 25, 2024, the City of Orange Township received fifteen (15) 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, 2024 through December 31, 2024:


1. Remington & Vernick Engineers
2059 Springdale Road
Cherry Hill, New Jersey 08003
2. Pennoni Associates
1085 Raymond Blvd, Suite 2102
Newark, New Jersey 07102
3. Lewis Consulting Group
2604 Atlantic Avenue, Suite 600
Wall, New Jersey 07719
4. T&M Associates
400 Brodaces Drive, Suite 250
Bloomfield, New Jersey 0703

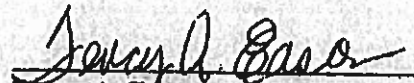


5. **Neglia Group**
34 Park Avenue
P.O. Box 426
Lyndhurst, New Jersey 07071
6. **Mott MacDonald**
412 Mt Kemble Avenue
Morristown, New Jersey 07960
7. **Watermen, LLC**
P.O. Box 309
Allenwood, New Jersey 08720
8. **CP Engineers**
11 Park Lake Road
Sparta, New Jersey 07871
9. **Colliers Engineering & Design**
400 Valley Road, Suite 304
Mt. Arlington, New Jersey 07856
10. **Frank J. Rotonda, P.E., P.P., C.M.E., LLC**
5383 Gagnon Terrace
North Port, FL 34291
11. **Harmonic Engineering Solutions, LLC**
7 Hilltop Road
Kinnelon, New Jersey 07405
12. **Bright View Engineering**
70 South Orange Avenue, Suite 109
Livingston, New Jersey 07039
13. **Matucci Engineering, LLC**
49 East Main Street
Flemington, New Jersey 08822
14. **Consulting & Municipal Engineers**
3141 Bordertown Avenue
Arlin, New Jersey 08859
15. **Suburban Consulting Engineers, Inc.**
96 US Highway 206, Site 101
Flander, New Jersey 07836

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: February 20, 2024


Joyce L. Lanier
City Clerk


Tency A. Eason
Council President



January 31, 2024

COORT24002P

Mr. Marty Mayes, Director
Department of Public Works and Economic Development
City of Orange Township
29 Day Street
Orange, NJ 07050

RE: PROPOSAL FOR PROFESSIONAL SERVICES
NJDOT 2023 MUNICIPAL AID PROGRAM
MA-2023 TREMONT AVE, HAXTUN AVE, HEYWOOD AVE
AUSTIN PLACE, TREMONT AVENUE, & MOSSWOOD AVENUE
CITY OF ORANGE TOWNSHIP, NEW JERSEY

Dear Mr. Mayes:

Pennoni Associates, Inc. (Pennoni) is pleased to provide this proposal for professional services associated with the City of Orange's New Jersey Department Of Transportation (NJDOT) Fiscal Year 2023 Municipal Aid Program addressing the above noted streets within Township. The Township received approval of a grant from the NJDOT for the funding of improvements, in the amount of \$904,093.00 for the following streets:

MA-2023 TREMONT AVE, HAXTUN AVE, HEYWOOD AVE - MODIFIED PROJECT LIMITS

Table with 3 columns: STREET NAME, LENGTH (+/-), ESTIMATED CONSTRUCTION COST. Rows include Tremont Avenue, Mosswood Avenue, Austin Place, and a Total row.

The proposed improvements include the design and construction of new curbing, driveway aprons and sidewalks along the defined limits of each street, new handicap ramps at all locations required, determined by Pennoni in accordance with ADA requirements, milling and resurfacing of the roadways with an asphalt surface course, selective base repair and limited full depth reconstruction in areas determined through engineering evaluation, additional drainage structures where required, manholes and valve castings in areas determined through engineering evaluation, the installation of New Jersey Department of Environmental Protection (NJDEP) storm water compliant catch basin castings, selective replacement of street signs and other above grade appurtenances where necessary. We do not anticipate that any improvements will be made to County or State roadways by this project and therefore do not anticipate any permitting or application effort to either agency as part of this proposal.

To assist with this effort, we are pleased to present the following Scope of Services:

SCOPE OF SERVICES

I. SURVEYING

- A. Topographic Survey - A topographic survey will be performed on the above referenced streets. Our vertical datum will be based on the North American Vertical Datum (NAVD 88) and tied into an Acceptable Published Benchmark. Spot elevations will be taken along roads, gutters, curbs, sidewalks, and other significant land features to the nearest hundredth of a foot (0.01') on hard surfaces and to the nearest one-tenth of a foot (0.1')

on grass or earth surfaces.

1. Topography shall be at 1 foot contour intervals.
2. Establishment of Project Center Line (CL). Project CL should be ROW CL, when possible. Project CL shall be tied to ROW through station/offsets or State Plane coordinates.
3. Base mapping will be prepared to depict existing site conditions and limits of work. Field survey will be performed detailing planimetric features and right-of-way pertinent to the preparation of base mapping and right-of-way plans for the proposed project.
4. Perform a survey of existing features, including existing roadway elements, utility poles, drainage structures, fences, signs, and limits of existing improvements within 25' of the edge of pavement and 50' into intersecting roads, as measured from the gutter line of the road.
5. All existing underground utilities will be shown on the survey from surface features. Type of structure, type of casting, size and types of pipes entering each structure, and inverts on accessible pipes shall be recovered by field survey.
6. No as-built survey is anticipated as part of this proposal. It is also anticipated that the contractor will be responsible for their own construction stake-out efforts.

II. **ENGINEERING SERVICES**

- A. Pennoni will send the existing conditions map to the local utility authorities for review and comment. Upon receiving comments, we will revise the map to proceed with preliminary design and consultation with the Town.
- B. We will prepare technical specifications for public bidding in accordance with the 2019 NJDOT Standard Specifications for Road and Bridge Construction and current Supplemental Specifications.
- C. We will prepare the following plans for the bid package:
 - Title Sheet
 - Estimate of Quantities/General Notes
 - Construction Plans
 - Soil Erosion Plan, Notes and Details
 - Maintenance and Traffic Control Plan and Details
 - Construction Details
- D. We will prepare an estimated final cost of construction based on the final design for review and approval.

III. **BID SERVICES**

- A. Pennoni will prepare a notice of advertisement for bidders and coordinate with the Town to publish.
- B. We will issue bid packages to prospective bidders.
- C. We will answer bidder questions, and issue addenda as necessary during the bid period. We will attend the bid opening.

- D. We will make a recommendation of award of contract in conjunction with review by the Town Attorney.

IV. PROJECT MANAGEMENT REPORTING SYSTEM (PMRS) ADMINISTRATION SERVICES

PMRS is the New Jersey Department of Transportation's updated Project Management and Reporting System. This system shifts most project management, accounting, contracting and other functions from a traditional paper-based model to an electronic, automated system. It includes project management, including automated tasks, an electronic document routing and management system, electronic review and approval project tracking, and monitoring. Submissions for all projects having funding from grants that are administered by the NJDOT are required to be managed by the applicant through PMRS.

As part of our professional services for this project, Pennoni will submit construction documents and other necessary documents via the PMRS portal, and manage the workflow tasks from the design phase through bidding and construction phases of the project as required by the NJDOT for the following PMRS project tasks:

- LAMP - Local Aid Management Process. Pennoni will submit the construction plans, project specifications manual and engineer's estimate to NJDOT. Pennoni will also submit the bid tabulation report and bid recommendation letter to NJDOT.
- LAINS - Local Aid Invoice Approval Process (Initial Payment Voucher). Pennoni will request the initial payment voucher (75% payment) from NJDOT for the project.
- LACKO - Local Aid Construction Kickoff. Pennoni will submit documentation for the preconstruction meeting and associated meeting minutes to NJDOT.
- LAMQ - Local Aid Material Questionnaire and Asphalt Waiver. Pennoni will request the material questionnaire and asphalt waiver (if applicable) from the contractor and will submit the appropriate documentation to NJDOT.
- LACO - Local Aid Change Order. Pennoni will prepare a final change order and submit the project summary to NJDOT. Pennoni will also submit the final core testing results and proof of payments to the contractor, as provided by the local authority, as required by NJDOT.
- LAINS - Local Aid Initial Inspection Process. Pennoni will submit a request to NJDOT for inspection of the project at completion, should the project receive any comments during final inspection by NJDOT, Pennoni will coordinate with the contractor to address the outstanding issues within the project scope.
- LAINV 2 - Local Aid Invoice Approval Process (Final Payment Voucher). Pennoni will request a final payment voucher from the NJDOT and provide all supporting documentation for the final payment voucher.

V. CONSTRUCTION PHASE SERVICES

- A. We will prepare engineering notifications and correspondence to comply with NJDOT Procedures and in accordance with Township's requirements.
- B. Pennoni will conduct a pre-construction meeting with Orange and the selected contractor(s).
- C. We will review the contractor's maintenance and protection of traffic plans, as reviewed, and approved by the Orange Police Department. Pennoni is not responsible for the Contractor's traffic control during construction; cost and responsibility will fall to the Contractor and will be paid for with the appropriate payment item.
- D. We will review shop drawing submittals and coordinate with the contractor to meet the required NJDOT standards.

- E. We will conduct part time construction observation for approximately 40 hours per week of construction period not-to-exceed eight (8) working weeks. In the event that the construction inspection exceeds eight working weeks, this office will submit a proposal for additional services based on the projected extended work schedule.
- F. We will document the inspections and provide Orange with daily field reports detailing the inspections and the Contractor's work progress.
- G. We will respond to Contractor's RFI's.
- H. We will process payment vouchers and change orders as applicable throughout the period of construction.
- I. We will provide a final inspection and certify completion.

VI. PAVEMENT CORES

As required by the NJDOT, Pennoni will perform pavement cores and laboratory testing in accordance with the requirements contained in the NJDOT Special Provisions for State Aid Projects Edition 2019. Based upon the size of the project, one lot consisting of five (5) 6-inch diameter cores is assumed to be required. Pennoni's AASHTO accredited laboratory will determine air voids and thickness based on the NJDOT requirements 401.03.03H and 401.03.03I. Form DS-8S will be provided.

SCHEDULE

We endeavor to complete this project in accordance with your scheduling requirements. We anticipate that the survey portion of this effort can begin three to four (3 to 4) weeks after authorization and will require six to eight (6 to 8) weeks to complete. The design portion of this effort will take eight to twelve (8 to 12) weeks to complete. For the purposes of this proposal, we anticipate that the construction effort will be completed within sixty (60) days.

FEES*

I. Survey	.....	\$14,100.00
II. Plans and Specifications	.....	\$17,500.00
III. Bid Support Services	.....	\$3,500.00
IV. PMRS Administration Services	.....	\$4,000.00
V. Construction Phase Services	.....	\$22,000.00
VI. Pavement Cores	.....	\$5,000.00

PROFESSIONAL SERVICES TOTAL **\$66,100.00**

Reimbursable Expenses **\$1,000.00(est. T&M)**

TOTAL **\$67,100.00 (est. T&M)**

*all application and permit fees shall be provided by the owner. All fees are lump sum unless otherwise noted.

REIMBURSABLE EXPENSES

Reproduction for submissions, and Client and project team use (along with overnight mail), are considered reimbursable expenses and will be billed accordingly. Extraordinary expenses identifiable to the specific project will be billed in addition to the above stated fee. These expenses include but are not limited to, travel expenses and lodging for meetings, express or overnight and delivery charges, and the reproduction of plans and reports. In addition, all application fees, review fees, etc. associated with this project will be provided by the Client.

BILLING AND PAYMENT

Billing and payment will be in accordance with our existing professional services agreement with the Township.

TERMS AND CONDITIONS

The work will be performed in accordance with the terms and conditions of our existing professional services agreement with the Township. We appreciate the opportunity to partner with you on this project.

Sincerely,
PENNONI ASSOCIATES INC.




Stephen Hoyt, PE
Project Manager



Drew M. Di Sessa, PE, PP, CME
Associate Vice President, Office Director



Administrative Documents

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	PENNONI ASSOCIATES INC.
Trade Name:	
Address:	1900 MARKET STREET STE 300 PHILADELPHIA, PA 19103
Certificate Number:	0089235
Effective Date:	January 13, 1971
Date of Issuance:	January 16, 2024
For Office Use Only:	20240116130810176

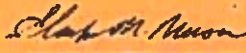
NJ Certificate of Employee Information Report

Certification 2919

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

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-2021 to 15-OCT-2024

PENNONI
1900 MARKET STREET, SUITE 300
PHILADELPHIA PA 19103


ELIZABETH MAHER MUOIO
State Treasurer



W-9

Form W-9
(Rev. October 2016)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Pennoni Associates Inc.

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
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
 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.
1900 Market Street, Suite 300

6 City, state, and ZIP code.
Philadelphia, PA 19103

7 List account number(s) here (optional)

Requester's name and address (optional)
Remit To Address:
PO Box 927328
Philadelphia, PA 19192-7328

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.

Notes: 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									
			-						
OR									
Employer identification number									
2	3	-	1	6	8	3	4	2	9

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 ▶ *Bridget J. Share* Date ▶ *Feb. 21, 2023*

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.

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-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.

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

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

Pennoni Associates Inc.

(Contractor)

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 the date of reorganization to any of the following named candidate committee, joint candidate committee, or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Dwayne D. Warren	
Kerry J. Coley	
Clifford Ross	
Weldon M. Montague, III	
Tency A. Eason	
Quantavia L. Hilbert	
Adrienne Wooten	
Jamie Summers-Johnson	

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
Pennoni Associates Inc. Employee Stock Ownership Trust (ESOP)	1900 Market Street, Suite 300 Philadelphia, PA 19103

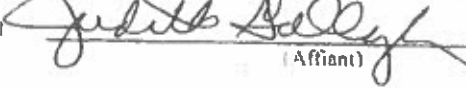
Part III - Signature and Attestation:

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: **Pennoni Associates Inc.**

Signed:  Title: **Corporate Secretary**

Print Name: **Peter J. Coote** Date: **11/17/24**

Subscribed and sworn before me the 17 day of January, 2024
 (Affiant)
My Commission expires 3-20-27 (Print name & title of affiant) (Corporate Seal)

Commonwealth of Pennsylvania - Notary Seal
Judith Gallagher, Notary Public
Delaware County
My Commission Expires March 20, 2027
Commission Number 1289141

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 Pennoni Associates, Inc., 1085 Raymond Blvd, Suite 2102, Newark, New Jersey 07102.

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 **Pennoni Associates, Inc. to provide professional engineering, surveying, design and construction inspection services for the 2023 NJDOT Roadway Improvements to Tremont Avenue (between Haxtun Ave to East Orange Border); Mosswood Avenue (between Heywood Ave to South Orange Border) and Austin Place (between Forest St to Dead End).**

WHEREAS, the “Consultant” is duly licensed to practice in the State of New Jersey and desires to render architectural 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 January 31, 2024 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 \$67,100.00.

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 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 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:

Pennoni Associates, Inc.
1085 Raymond Blvd, Suite 2102
Newark, New Jersey 07102

Approved as to Form and Sufficiency

Gracia R. Montilus, City Attorney