#### CITY COUNCIL

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

DATE \_\_March 5, 2024

NUMBER \_\_143-2024

TITLE: A RESOLUTION AUTHORIZING MOTT MACDONALD, 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO SUPPORT THE WATER UTILITY COMMENCING JANUARY 1, 2024 THROUGH DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED \$200,000.00.

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 engineering services on an "as need" basis by 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 hereby 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, by Resolution #115-2024, did not establish a contract with any of the fifteen (15) bidders selected to provide professional consulting engineering services to support the Water Utility for the City of Orange Township on an "as needed" basis for the period of January 1, 2024 through December 31, 2024; and

WHEREAS, a separate resolution is needed to enter into a contract for professional engineering services to support the Water Utility; and

WHEREAS, the Director of Public Works & Engineering have agreed to select Mott MacDonald from the approved list of qualified professionals to provide engineering services to support the Water Utility; 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 will be available for this purpose in Account No. 4-05-55-502-192-519, contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract Mott MacDonald.

A.MIZRAH

**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 in an amount not to exceed \$200,000.00.
- 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: March 5, 2024

Joyce L. Lanier	Tency A. Eason
City Clerk	Council President

## The Star-Ledger, Newark The Star-Ledger

Publication Name: The Star-Ledger, Newark

Publication URL: www.nj.com/starledger

Publication City and State: Newark, NJ

Publication County: Essex

Notice Popular Keyword Category:

Notice Keywords:

Notice Authentication Number: 202402291229516723454 1616025665

Notice URL:

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Notice Publish Date: Friday, January 12, 2024

#### **Notice Content**

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 proposal, 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 Postal Service or any other carrier. Respondents are required to comply with the requirements of NJSA 10:5-31 et seq. and Affirmative Action requirements of P.L. 1975, C. 127 (NJAC 17:27 et seq.) and Local Unit Pay-To-Play Law (P.L. 2004, c19, as amended by P.L. 2005, c51). These proposals are being solicited through a Fair and Open process in accordance with N.J.S.A. 19:44A-20.4 et seq. Award of the contract will be made to the firm whose "Request for Proposal" is most advantageous to the City of Orange Township, cost and other factors considered. The City reserves the right to accept the proposal it deems most advantageous or to reject all proposals. Dwayne D. Warren, Esq. Marty Mayes, CRP, SRMP, CPWM Mayor Director of Public Works/ Engineering (973) 885-1921 1/12/24 \$90.30

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#### **AGREEMENT**

This is an agreement, made on	2024 between the City of
Orange Township, "City" with an address at 29 N	orth Day Street, Orange, New Jersey
07050, and Remington & Vernick Engineers, 205	9 Springdale Road, Cherry Hill, New
Jersey 08003.	

#### 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 engineering services as Municipal Engineer

as per Resolution #\_\_\_\_\_\_-2024.

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:

 This agreement shall be effective commencing January 1, 2024 through December 31, 2024.

#### **SERVICES**

2. The "Consultant" shall render professional engineering services in accordance with its qualification proposal, dated February 16, 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 not exceed \$120,000.00.

#### **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 he 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	Hon. Dwayne D. Warren, Esq. Mayor
Attest:	
	Remington Vernick Engineers 2059 Springdale Road Cherry Hill, New Jersey 08003
Approved as to Form and Sufficiency	
Gracia R. Montilus, City Attorney	

#### 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:

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



- 5. Neglia Group
  34 Park Avenue
  P.O. Box 426
  Lyndhurst, New Jersey 07071
- 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
- Frank J. Rotonda, P.E., P.P., C.M.E., LLC 5383 Gagnon Terrace North Port, FL 34291
- Harmonic Engineering Solutions, LLC
   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
  - Suburban Consulting Engineers, Inc.
     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. Lagier

Tency A. Esson Council President



One Harmon Plaza, Suite 600 Secaucus, Nj 07094 O: (201) 624-2137 F: (201) 624-2136

February 16, 2024

Mr. Marty Mayes, Director of Public Works & Engineering City of Orange Township 29 North Day Street Orange, New Jersey 07050

Re: City of Orange Township

Scope of Services and Cost Proposal for "2024 General Engineering Services"

0717G010

Dear Mr. Mayes:

REMINGTON & VERNICK ENGINEERS (RVE) are pleased to provide the City of Orange Township the following scope of services for "General Engineering Services" from January 1, 2024 to December 31, 2024.

As you are aware, the purpose of the General Engineering Services account is to handle unforeseen and/or miscellaneous engineering issues that occur during the year.

All work will be performed on a time & materials, not to exceed basis. These items could include, but not necessarily be limited to, the major work items indicated below:

- Miscellaneous; surveying services, site inspections, engineering evaluations, reviews, studies, investigations, and design services, as requested by the Municipality including those for emergencies.
- Preparation of miscellaneous engineering reports, and engineers estimates, as requested by the City.
- Engineering drawing and document reproductions as requested.
- Maintenance of the City's Official maps. Including Tax Maps, Land Use Maps, Road Maps, Election Maps, etc., as requested by the City.
- Preparation of and / or support of the City's various departments in the preparation of grants applications, as requested.
- Engineering support for the "Road Opening" Permit approval process and restoration inspections.
- Attendance at City Council, Mayor / City Administration, and Staff / Department meetings as needed, and/or requested.

rve.com

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February 18, 2023
City of Orange Township
2024 General Engineering Services
0717G010

 Miscellaneous testing services and outside service sub-consultants, if and where needed (environmental testing, engineering materials, etc.).

Based upon the Municipality's "historic" costs associated with these matters, we recommend that \$120,000.00 be budgeted / allocated toward these tasks.

We look forward to working with the City of Orange Township, and trust the information provided meets your requirements.

Should you have any questions, please do not hesitate to contact Mr. Derek Dorrah of our office at (551) 430-1019.

Sincerely,

REMINGTON & VERNICK ENGINEERS, INC.

K. Wendell Bibbs, JE, CME Executive Vice President

cc: Ellie Serrano, Department of Public Works

Joe Barbadoro, RVE Derek Dorrah, RVE Paul Cray, RVE



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

REMINGTON & VERNICK ENGINEERS II, INC.

Trade Name:

Address:

2059 SPRINGDALE ROAD

CHERRY HILL, NJ 08003

Certificate Number:

2076851

**Effective Date:** 

September 30, 2016

Date of Issuance:

October 18, 2023

For Office Use Only:

20231018111224438

# Request for Taxpayer Identification Number and Certification

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

expayer remineation number (ATIN), or employer identification number (EM), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information return include, but are not limited to, the following.  Form 1089-INT (interest earned or paid)		Use Form W-9 only If you are a U.S. person (including a resident ellen), 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.			
CORVEY	Identification number (ATIN), or employer identification or miner	Form 1099-A (acquisition or abandonment of secured property)			
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<b>formetik</b>	itial or entity (Form W-9 requester) who is required to life an on return with the IRS must obtain your correct taxpayer	<ul> <li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> </ul>			
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	were published, go to www.frs.gov/FormW8.	• Form 1099-8 (proof		ile transactions)	
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1	Business nums/disregarded entity name, if different from above				
B	Remington & Vernick Engineers II, Inc.				
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#### 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

<u>Part 1 – Vendor Affirmation</u>
The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

	(Contractor)
has not made and will not make any reportable contri	butions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L.
2004. c. 19 would par the award of this contract in the	e one year period preceding the date of reorganization to any of the les committee; or political party committee representing the elected
OHOWING HUNKO CHROIGHIC COMMUNICE, JOHN CARCHOR	defined pursuant to N.J.S.A. 19:44A-3(p). (q) and (r).
	defined pursuant to 12.1.2.14. 12.44142(b): (d) and (t):
Dwayne D. Warren	
Kerry J. Coley	
Clifford Ross	
Welden M. Montague, III	
Tency A. Eason	
Quantavia L. Hilbert	
Adrienne Wooten Jamie Summers-Johnson	
Namie Zammert-Jounton	
Part II - Ownership Disclosure Certification	1
TATE II — Ownership disclosure Certification	nd hame addresses of all owners holding 10% or more of the issued and
outstanding stock of the undersigned.	In unite water me at all toutiers indown? Lots of more of mis itters min
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Check the box that represents the type of business	centity:
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□Limited Partnership □Limited Liability Corporat	
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Name of Stock or Shareholder	Home Address
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Edward Vernick, PE, CME, Chair	2059 Springdale Road, Cherry Hill, NJ 08003
Craig F. Remington, PLS, PP, Vice Chair	2059 Springdale Road, Cherry Hill, N.I.08003
<u> </u>	Annual Control of the
7.5	
Pare 3. Signature and Attestation:	
Part 3 — Signature and Attestation: The undersigned is fully aware that if I have misrep	resented in whole or part this affirmation and certification. I and or the
The undersigned is fully aware that if I have misrop	resented in whole or part this affirmation and certification. I and or the
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Suzanne Poet NOTARY PUBLIC State of New Jersey ID # 2430355 My Commission Expires 2/22/2028