

CITY COUNCIL**The City of Orange Township, New Jersey**DATE March 19, 2024NUMBER 170-2024

TITLE: A RESOLUTION AUTHORIZING WATERMEN, LLC, 3107 ATLANTIC AVENUE, P.O. BO 309, ALLENWOOD, NEW JERSEY 08720 TO PROVIDE PROFESSIONAL ENGINEERING AND CONSTRUCTION ADMINISTRATIVE SERVICES FOR THE CDBG'23 REPROGRAMMING CENTRAL PLAYGROUND PHASE III IN AN AMOUNT NOT TO EXCEED \$15,000.00.

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 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 #508-2022 the fifteen (15) 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 #508-2022 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 for the CDBG'23 Reprogramming Central Playground Phase III; and

WHEREAS, the Director of Public Works & Engineering agreed to select Watermen, LLC from the approved list of qualified professionals to provide engineering and construction administrative services for the CDBG'23 Reprogramming Central Playground Phase III; 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. T-14-24-860-000-101 there will be sufficient funds to contract with Watermen, LLC.

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 Watermen, LLC in an amount not to exceed \$15,000.00.

A handwritten signature in black ink, appearing to read "DAN MIZRATH", is written over a horizontal line at the bottom right of the page.

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 19, 2024**

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

CITY OF ORANGE
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
COMMUNITY DEVELOPMENT BLOCK GRANT

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 CDBG account(s) to Contract with:

Vendor Name: Watermen, LLC.
Address#1: 3107 Atlantic Avenue
PO Box 309

City: Allenwood
State: New Jersey
Zip Code: 08720

Purpose: Professional Engineering for Central Playground reprogramming

Fund: Trust Fund - Community Development Block Grants
Account Name CDBG - Central Playground Imprpv. Ph. 3
Account Numbers(s): T-14-24-860-000-101
Balance Before 83,583.00
Requested 15,000.00
Balance After 68,583.00

Vendor ID: WATER035

Purchase Order # : 24-00722

Amount not to exceed: \$15,000.00

Division Head

Date

Nile Clements

3/8/2024

Chief Financial Officer

Date

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 Watermen, LLC, 3107 Atlantic Avenue, P.O. Box 309, Allenwood, New Jersey 08720.

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 **Watermen, LLC** to provide engineering, design and construction administrative and inspection services for the **CDBG'23 Reprogramming Central Playground Phase III**.

WHEREAS, the "Consultant" is duly licensed to practice in the State of New Jersey and desires to render engineering services for the City as provided in the agreement.

NOW, THEREFORE, the City engages the services of the Consultant", and in consideration of the recitals and the mutual promises contained in this agreement, the parties agree as follows:

1. This agreement shall be effective commencing on the date approved by Resolution No. _____ of the City Council of the City of Orange Township, and shall continue in effect until completion of the project, unless sooner terminated by the City by giving ten (10) days written notice to the other party.

SERVICES

2. The "**Consultant**" shall render professional engineering services in accordance with its qualification proposal, dated _____, a copy of which is attached hereto.

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 \$15,000.00.

DEVOTION OF TIME

6. The **“Consultant”** shall devote sufficient time to the performance of the duties under this agreement as is reasonably necessary for a satisfactory performance. Should the City require additional services not included in this agreement, the **“Consultant”**, shall subject to Paragraph 5, make a reasonable effort to perform these additional services without decreasing the effectiveness of the performance of the duties requires by this agreement.

INSURANCE

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

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8. Non-Discrimination and Affirmative Action – The Consultant shall comply with the requirements of all statutes, laws and regulations regarding non-discrimination and affirmative action in the employment of workers. In particular, the Consultant will be required to comply with the requirements of New Jersey P.L. 1975, c. 127. (N.J.A.C.17:27).

PRIOR AGREEMENT SUPERSEDED

9. This agreement constitutes the sole agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties to this agreement with respect to its subject matter. No other agreement, statement, or promise relating to the subject matter of this agreement that is not contained in it shall be valid or binding.

ASSIGNMENT

10. Neither this agreement nor any duties or obligations under this agreement shall be assigned or delegated by the “**Consultant**” without the prior written consent of the City except provided in Paragraph 3. In the event of an assignment and/or delegation by the “**Consultant**” to which the City has consented, the assignee or the assignee’s legal representative shall agree in writing with the City personally to assume, perform, and be bound by the covenants, obligations, and agreements contained in this agreement.

PARTIES BOUND

11. This agreement shall be binding on and inure to the benefit of the parties to this agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns unless expressly prohibited by this agreement.

INDEMNIFICATION/HOLD HARMLESS

12. The “**Consultant**” agrees to defend (including attorney’s Fees), pay on behalf of, indemnify, and hold harmless the City of Orange Township, New Jersey, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Orange Township, New Jersey, against any and all claims, actions, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Orange Township, New Jersey, which arises out of or is in any way connected or associated with negligent acts or omissions of Consultant with this contract.

This indemnification includes, the Contract, including, without limitation, expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the “**Consultant’s**” participation in the Contract.

ATTORNEY’S FEES

13. If any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney’s fees in addition to any other relief that may be available.

GOVERNING LAW

14. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by and construed in accordance with the laws of the State of New Jersey.

AMENDMENT

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

LEGAL CONSTRUCTION

16. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not effect any other provision of this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

NOTICE

17. All notices and other communications shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when sent to the parties at their respective addresses as set forth above, unless a different address has been selected after the execution of this agreement and has been duly communicated to the party giving notice.

IN WITNESSED WHEREOF, the parties execute this agreement on the day and year first written above.

Attest:

City of Orange Township

Joyce L. Lanier
City Clerk

Dwayne D. Warren, Esq.
Mayor

Attest:

Watermen, LLC
3107 Atlantic Avenue
P.O. Box 309
Allenwood, New Jersey 08720

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:

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 07003




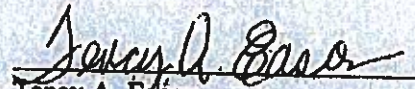
[Handwritten Signature]
2-20-24

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

Watermen, LLC
3107 Atlantic Avenue
Allenwood, NJ 08720
www.watermenllc.com



March 6, 2024

Via Email (mmayes@ci.orange.nj.us)

City of Orange
29 North Day Street
Orange, NJ 07050

Attn: Marty Mayes, Director of Planning/Economic Development

**RE: PROFESSIONAL SERVICES PROPOSAL
CENTRAL AVENUE PLAYGROUND PHASE III
CITY OF ORANGE, ESSEX COUNTY, NEW JERSEY**

Mr. Mayes:

Watermen, LLC (Watermen) is pleased to submit the following proposal. This proposal encompasses professional engineering services as requested for the above-referenced project.

The Central Avenue Park is located at the corner of Central Avenue and Carteret Place. The intent of this project is to install a new shade structure, replace damaged asphalt pavement with concrete sidewalk, modify the existing tree planters, and restore the existing wrought iron fence.

PROJECT UNDERSTANDING

It is our understanding that the City currently has a total budget of \$193,000.00 (including professional fees) for the project, with the majority of the budget consisting of Essex County Community Development Block Grant (CDBG) funds. The project will be designed to be completed within this funding allotment.

The improvements are anticipated to include the installation of a new shade structure, fence repairs, and new furniture for the park. Two tree pits in the entrance will be modified to increase pedestrian access. In addition, the existing asphalt will be replaced with concrete sidewalk.

SCOPE OF SERVICES

The scope of services and associated fees are described in detail below:

ITEM 1: CONSTRUCTION MANAGEMENT

Watermen will complete the construction administration of the project. Watermen will provide the necessary personnel to complete the Construction Administration of the project. The scope for the construction administration phase will include:

- Coordinate with co-op and state contract contractors for the work.
- Attend and chair the pre-construction meeting and prepare and distribute the minutes of that meeting
- Attend a CDBG pre-construction meeting and prepare minutes of that meeting
- Manage all submittals and develop and maintain a shop drawing log. Watermen will review for approval/disapproval all shop drawings, schedules, and other submittals



- Perform construction observation services as required during construction of the proposed improvements. Watermen will provide part-time observation of construction for conformance with the contract documents and approved shop drawings and report any deviations to the City and the Contractor
- Review and recommend for approval to the City, contractor's quantities, measurements, and requests for payment on a monthly basis
- Maintain pertinent job records including contract drawings, addenda, change orders, payment estimates, and daily inspection reports
- Maintain copies of all files related to this project including, but not limited to, all correspondence, permits, Requests for Information (RFIs), shop drawings/reviews, design modifications, payment estimates, change orders, cost estimates, inspection reports, record plans and specifications, etc.
- Prepare a punch list of remaining work near completion of the project
- Witness required and authorized equipment, material, and performance testing
- Prepare final estimate and closeout project as per the Contract Specifications

It is anticipated that the construction duration will be approximately one (1) month. Watermen will provide an average of 8 to 12 hours per week for five (5) weeks of on-site inspection services and four (4) hours per week for eight (8) weeks of project management services.

BASED ON TIME AND EXPENSES

NOT TO EXCEED: \$16,000.00

Exceptions and Assumptions

- Services not specifically outlined above
- Grant coordination and submissions
- Topographic, Tree, or Boundary Surveying
- Reimbursable, reproduction, and miscellaneous charges not specifically identified within this proposal
- Environmental studies and/or NJDEP Permits
- Application or permit fees to regulatory agencies
- Utility design or coordination with utility companies
- Environmental investigations or testing
- Changes or revisions beyond our control or changes in the basic concept after design work has been completed
- Design of any buildings or any other unforeseen work not outlined herein



CLOSING

Any item listed above which is not ordered will not be billed. Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

All reimbursable expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

This proposal is submitted solely and exclusively for the use of City of Orange.

Please indicate your acceptance of this proposal by signing in the space provided below and returning one copy to this office. Acceptance of this proposal signifies the clients' understanding that Watermen will not be retained or asked to perform any services unless funding is secured and is available to pay all invoices within 30 days. Receipt of the signed proposal shall be considered authorization to proceed with all items described within this agreement. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned proposal.

We thank you for the opportunity to submit this proposal. Please feel free to contact me directly with any questions or comments regarding the scope or fees as indicated at (732) 735-9108 or via email to nick@watermenllc.com.

Sincerely,

Nicholas DeCotlis, PE, CME
Senior Engineer
New Jersey License No. 24GE04785900

COMPENSATION TERMS

Watermen will submit invoices monthly and a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date.

If this proposal is acceptable, please sign where indicated below and return a signed copy to this office at 3107 Atlantic Avenue, P O Box 309 Allenwood, New Jersey 08723. Please make all checks payable to Watermen, LLC.

We thank you for the opportunity to submit this proposal and look forward to working with you.

ACCEPTED BY

NAME:

Signature Print Name

TITLE:

COMPANY:

DATE:



WATERMEN, LLC
SCHEDULE OF BILLABLE HOURLY RATES/EXPENSES

Our personnel provide consulting services in the following disciplines at the hourly rates listed below:

<u>TITLE</u>	<u>RATE</u>
Principal	\$180.00
Project Manager	\$150.00
Senior Project Professional	\$124.00
Project Professional	\$110.00
Field Technician	\$90.00
Support Staff	\$60.00

EXPENSES

Other Direct Costs*

Cost plus 15% to include, but not limited to, subcontractors, supplies and other materials.

*Travel costs are included in hourly rates



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: WATERMEN, LLC
Trade Name:
Address: 3107 ATLANTIC AVENUE
ALLENWOOD, NJ 08720
Certificate Number: 1800544
Effective Date: June 07, 2013
Date of Issuance: January 05, 2024

For Office Use Only:

20240105134107537

Request for Taxpayer Identification Number and Certification

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

Go to 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.
Watermen, LLC

2 Business name/disregarded entity name, if different from above
Watermen, LLC

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) ▶ P

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.
3107 Atlantic Avenue, PO Box 309

6 City, state, and ZIP code
Allenwood, NJ 08720

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

4	6	-	2	8	8	4	3	2	3
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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 ▶ 3/6/24

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-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.

**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):

OK

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

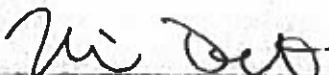
2. Do you have a Certificate of Employee Information Report Approval?

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: Watermen, LLC

Signature: 

Title: Principal

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 lay off 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)

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:

A handwritten signature in black ink, appearing to be "Mi Det", written over a horizontal line.

Date: 1/25/24



State of New Jersey

PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

APPROVED

under the
Small Business Set-Aside Act

This certificate acknowledges WATERMEN, LLC as a Category 1 and 4 approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered Small businesses. If the business seeks to be registered again, it will have to reapply and complete a new application



Peter Lowicki

Peter Lowicki
Deputy Director

Issued: 1/14/2020
Certification Number: A0099-21

Expiration: 1/14/2023

**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

Watermen, LLC

(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 candidates 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
Nicholas DeCotiis	1401 River Road Belmar, NJ 07719
Paul Calabrese	16 Tudor Drive, Ocean, NJ 07712
Andrew Raichle	3107 Atlantic Avenue, Allenwood, NJ 08720
Michael Sinnema	658 Scribner Road, East Calais, VT 05650

Part 3 – 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: Watermen, LLC

Signed: *Nicholas DeCotiis* Title: Principal

Print Name: Nicholas DeCotiis Date: 1/26/24

Subscribed and sworn before me the 25 day of January, 2024.

Elizabeth Brady (Affiant)

Elizabeth Brady
(Print name & title of affiant)

My Commission expires: April 20, 2027



Watermen
R * V

**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