

**CITY COUNCIL**

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

**DATE** May 21, 2024

**NUMBER** 286-2024

**TITLE:** **A RESOLUTION AUTHORIZING REMINGTON & VERNICK ENGINEERS, 2059 SPRINGDALE ROAD, CHERRY HILL, NEW JERSEY 08003 TO PROVIDE PROFESSIONAL ENGINEERING, DESIGN, CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES PHASES I-III FOR THE METCALF PARK IMPROVEMENTS PHASE II IN AN AMOUNT NOT TO EXCEED \$56,127.00.**

**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) 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 the Metcalf Park Improvements Phase II; and

**WHEREAS**, the Director of Public Works & Engineering agreed to select Remington & Vernick Engineers from the approved list of qualified professionals to provide engineering services for the Metcalf Park Improvements Phase II (new dog park area; additional lighting for basketball courts, pool deck area and pavilion area, landscape design, resurfacing existing tennis courts and restriping to include pickle ball court, rehabilitation of asphaltic circulation path, rehabilitation of gazebo and pavilion area); 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-11-00-000-000-00 there will be sufficient funds to contract with Remington & Vernick Engineers.

 AM 2/24/24

**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 Remington & Vernick Engineers in an amount not to exceed \$56,127.00.
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: **May 21, 2024**

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Joyce L. Lanier  
City Clerk

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Tency A. Eason  
Council President

CITY OF ORANGE  
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS  
Municipal Open Space Trust Fund

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 Municipal Open Space Trust Fund to Contract with:

Vendor Name: Remington & Vernick Engineers  
Address#1: 2059 Springdale Road

City: Cherry Hill  
State: New Jersey  
Zip Code: 08003

Purpose: Engineering & design for Metcalf Park Improvements Phase 2

Fund: Municipal Open Space Trust  
Account Name : Municipal Open Space Trust Reserves  
Account Numbers: T-11-00-000-000-000

Vendor ID: REMIN010

Purchase Order #: 24-01090

PENDING RESOLUTION

Amount not to exceed: \$ 56,127.00

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Division Head

Date

*Nile Clements*

5/10/2024

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Chief Financial Officer

Date

**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**

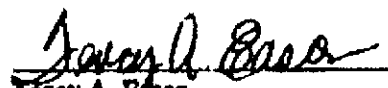
  
A. M. Zelich

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



**REMINGTON  
& VERNICK  
ENGINEERS**

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

April 23, 2024

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

**Re: City of Orange Township  
Scope of Service and Cost Proposal for the Metcalf Park (Phase II) Improvements**

Dear Mr. Mayes:

**REMINGTON & VERNICK ENGINEERS (RVE)** is pleased to provide the following scope of services and associated cost proposal for professional services for the; engineering, design, bid documents/specifications, contract administration, and construction observation services for Phase II of the Improvements to Metcalf Park.

Our office has assisted the City of Orange Township in receiving \$481,590.00 from the Green Acres Grant Program and \$500,00.00 from the Urban Parks Grant Program. The proposed improvements include, but are not limited to, the following:

- The design and construction of a new dog park area including drainage and water service.
- The design and construction of four (4) additional light poles, two to provide lighting for the basketball courts, one for the expanded pool deck area, and one for the renovated pavilion area.
- Landscape design for the removal and addition of four (4) trees.
- Designing the layout of the electrical conduit routing, and an analysis of the existing electrical services to determine if the current system can power the additional lighting requirements.
- Design of the electrical schedule and details, foundation details for the light post, and sport lighting photometric.
- The redesign and construction of the expanded concrete pool deck to artificial turf with a subdrainage system.
- Contract administration and construction observation for the resurfacing the existing tennis courts and restriping them to include pickleball courts.
- Contract administration and construction observation for the rehabilitation of the asphaltic circulation path.
- Contract administration and construction observation for the rehabilitation of the existing gazebo and pavilion area.

The preliminary estimated construction cost of this project is \$981,000. Accordingly, the following three (3) phased approach will be utilized for the professional services associated with the project:

**PHASE I: PRELIMINARY ENGINEERING & DESIGN**

This phase of the project will consist of the preparation and development of the proposed improvements, plans, specifications, bid documents, and engineer's estimate.

City of Orange Township  
April 22, 2024  
Scope of Service and Cost Proposal for the Metcalf Park (Phase II) Improvements

**Utility Organization/Agency Coordination**

RVE will submit the base plan to local utilities to confirm the approximate location and type of all above and below-ground utilities within the project limits. Additionally, the respective utilities will be notified of the City's intent to improve the road, and that they should check their proposed capital improvements or maintenance operation schedule to avoid disturbance of the area after the project is constructed.

RVE will coordinate with Federal, State, County, or Local Agencies that may need to be notified of the proposed improvements in which coordination/notification will be required.

**Engineering & Design Standards**

All designs will be in conformance with current industry standards.

**Bid Documents & Specifications**

RVE will provide all documents necessary for bidding in accordance with the standards of the City, utilizing the current NJDOT Standard Specifications for Road and Bridge Construction, with current supplemental specifications will be used.

A detailed Engineer's Estimate of the cost of the project will be prepared and provided.

**Plan Format/Layout**

In general, the plans for the project may consist of the following drawings:

- Title Page with Project Location Map
- Standard Legend, General Notes & Estimate of Quantities
- Construction Plan Sheet(s)
- Construction Details Sheet(s)
- Grading Plan
- Utility Plan
- Landscape Plan
- Soil Erosion and Sediment Control Plan & Details
- Electric Schedules and Details
- Sports Lighting and Photometrics

**Project Coordination with the City**

RVE anticipates at least two (2) meetings in some instances for the purposes of project coordination, obtaining input, and design improvement comments.

Additionally, RVE will submit second utility notification and accompanying plans of the improvements to the utility organizations. This will give the utility organizations a second opportunity to check their proposed capital improvement plans or maintenance operation schedule to avoid disturbance of the site after construction.

Upon receipt of all comments from the City, RVE will make minor revisions to the plans, specifications, and bid documents as reasonably necessary and/or required.

**PHASE II: FINAL DESIGN & ADVERTISEMENT/BIDDING SUPPORT**

This phase consists of the incorporation of minor comments and recommendations received from the Engineering & Design Update(s) Phase.



City of Orange Township  
April 22, 2024  
Scope of Service and Cost Proposal for the Metcalf Park (Phase II) Improvements

**SCHEDULE**

We anticipate that all work efforts needed to provide documents for submission to the Township can be completed within sixty (60) calendar days of authorization to begin work.

We are prepared to begin work immediately on this project upon receipt of formal authorization to commence work and look forward to working with you on this important project.

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

Sincerely,  
**REMINGTON & VERNICK ENGINEERS, INC.**

K. Wendell Bibbs, P.E., C.M.E.  
Executive Vice President

cc: Ellie Serrano, Department of Public Works  
Antonio D'Amore, RVE  
Derek Dorrah, RVE  
Paul Cray, RVE

City of Orange Township  
April 22, 2024  
Scope of Service and Cost Proposal for the Metcalf Park (Phase II) Improvements

The following tasks will be performed during this phase:

- Set up and provide a link to an electronic copy of the construction documents to all prospective bidders.
- Perform all work necessary to coordinate advertisement and bid receipt date with the Township.
- Answer and respond to all prospective bidder question(s) during the advertisement period.
- Prepare written clarification and/or issue formal addendums as necessary.
- Attendance at bid opening, review bid submissions, prepare bid tabulation, and prepare a recommendation of award.

**PHASE III: CONTRACT ADMINISTRATION & CONSTRUCTION OBSERVATION**

This phase consists of the professional services and tasks required after the project is formally awarded by the City for the construction phase of the project. Work efforts during this phase shall include, but are not necessarily limited to, the following major work items/tasks based on an anticipated sixty (60) day contract completion time:

- Prepare and/or coordinate the execution and distribution of the construction contract documents to the successful bidder, and the City.
- Coordinate and conduct the pre-construction meeting and prepare and distribute meeting minutes.
- Issue the Notice to Proceed, review construction schedule, and review of all required shop drawings and submittals.
- Perform field observation/inspection services on a part-time basis. RVE will provide qualified construction observers during normal working hours, during critical aspects of construction.
- Review, prepare, and submit payment recommendations for the contractor to the City.

**SPECIFIC EXCLUSIONS**

The following work items are specifically excluded:

- Preparation of applications for review/regulatory agencies not specifically indicated.
- Application fees for review and/or permits from regulatory agencies.
- Right-of-way acquisition & construction easement documents.
- Testing of construction materials.
- Contract administration & construction observation services required in excess of the estimated sixty (60) calendar day contract time.

If unforeseen and/or unanticipated work items arise, our office can provide a separate scope of services & cost proposal for consideration and approval by the City.

**COST OF SERVICES**

Our fee for these efforts shall not exceed \$56,127.00, which will be billed on a time & materials basis, detailed as follows:

Phase I: Preliminary Engineering & Design:	\$ 23,322.00
Phase II: Final Design & Advertisement/Bidding Support:	\$ 7,840.00
Phase III: Contract Administration & Construction Observation:	<u>\$ 24,965.00</u>
<b>Total Professional Services Cost(s), Phases I through III:</b>	<b>\$ 56,127.00</b>



**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.

Go to [www.irs.gov/Form987](http://www.irs.gov/Form987) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Remington & Verrick Engineers II, 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  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_  
 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLO if the LLO is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLO is another LLO 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 2).  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
 (Payee is correct unless marked with the U.S.)

5 Address (number, street, and apt. or suite no.) (see instructions).  
**2823 Springdale Road**  
 Cherry Hill, NJ 08003

6 Regularly scheduled business name and address (optional)

7 List account number(s) here (optional)

Print or type.  
 See specific instructions on page 2.

**Part III 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								
			-			-		
OR								
Employer identification number								
B	-	1	-	3	-	3	6	-
1	8	3	4					

**Part IV 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 ▶ *[Signature]* Date ▶ **10/18/2025**

**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/Form987](http://www.irs.gov/Form987).

**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 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (cancelled 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

\_\_\_\_\_ (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).

Dwight D. Warren	
Kerry J. Coley	
Clifford Ross	
Weldon M. Montague, III	
Tony A. Kozza	
Quinnavia 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
Edward Vernick, PE, CME, Chair	2059 Springdale Road, Cherry Hill, NJ 08003
Craig E. Remington, PLS, PP, Vice Chair	2059 Springdale Road, Cherry Hill, NJ 08003

**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: Remington & Vernick Engineers

Signed: *Leonard A. Falola* Title: President & CEO

Print Name: Leonard A. Falola, PE, PP, CME Date: 1/23/24

Subscribed and sworn before me the 23 day of January, 2024  
*Suzanne Post* (Affiant)  
My Commission expires: 2.22.28 *Suzanne Post* (Print name & title of affiant) (Corporate Seal)

Suzanne Post  
NOTARY PUBLIC  
State of New Jersey  
ID # 2430368  
My Commission Expires 2/22/2028

# AGREEMENT

This is an agreement, made on \_\_\_\_\_, 2024 between the City of Orange Township, “City” with an address at 29 North Day Street, Orange, New Jersey 07050, and Remington & Vernick Engineers, 2059 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 Professional Engineering, Design, Construction Administration and Inspection Services Phase I-III for the Metcalf Park Improvements Phase II.**

**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. \_\_\_\_\_-2024 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 April 23, 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 \$56,127.00.

### **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:

\_\_\_\_\_  
Remington & Vernick Engineers  
2059 Springdale Road  
Cherry Hill, New Jersey 08003

Approved as to Form and Sufficiency

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Gracia R. Montilus, City Attorney

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**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](mailto: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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