

CITY COUNCIL**The City of Orange Township, New Jersey**DATE August 7, 2024NUMBER 373-2024

TITLE: A RESOLUTION AUTHORIZING WATERMEN, LLC, 3107 ATLANTIC AVENUE, P.O. BO 309, ALLENWOOD, NEW JERSEY 08720 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES PHASE I FOR THE NJDOT'22 SAFE STREETS TO TRANSIT UNDERPASS & RAILROAD PLACE IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$20,500.00.

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 NJDOT'22 Safe Streets to Transit Underpass & Railroad Place Improvements; and

WHEREAS, the Director of Public Works & Engineering agreed to select Watermen, LLC from the approved list of qualified professionals to provide Professional Engineering Services Phase I for the NJDOT'22 Safe Streets to Transit Underpass & Railroad Place Improvement; 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. 4-01-20-165-000-519 contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract with Watermen, LLC, Inc.

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 \$20,500.00.



A. M. B. R. Ath

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: August 7, 2024

Joyce L. Lanier
City Clerk

Adrienne Wooten
Council President

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET - CURRENT FUND

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2024 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract with:

Vendor Name: Watermen, LLC.
PO Box 309

Address: 3107 Atlantic Avenue

City: Allenwood
State: New Jersey
Zip Code: 08720

Purpose: Engineering servies for Phase 1 of NJDOT'22 safe streets project

Vendor ID: WATER035

Fund: Current Fund
Line Description DPW O&E - Professional Services
Account Numbers(s): CY'24 4-01-20-165-000-519 \$ 20,500.00

Purchase Order # : 24-01486

Amount not to exceed: \$ 20,500.00

Division Head	Date
<i>Nile Clements</i>	7/23/2024
Chief Financial Officer	Date

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 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 Professional Engineering Services Phase I for the NJDOT'22 Safe Streets to Transit Underpass & Railroad Place Improvement.**

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 June 26, 2024, 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 \$20,500.00.

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:

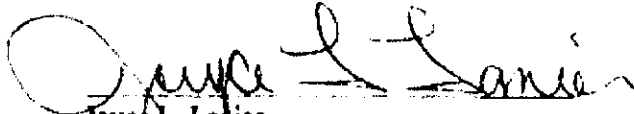
1. Remington & Vernick Engineers
2059 Springdale Road
Cherry Hill, New Jersey 08003
2. Pennoni Associates
1085 Raymond Blvd, Suite 2102
Newark, New Jersey 07102
3. Lewis Consulting Group
2604 Atlantic Avenue, Suite 600
Wall, New Jersey 07719
4. T&M Associates
400 Brodaces Drive, Suite 250
Bloomfield,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

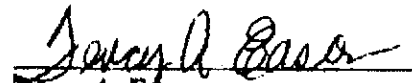

A. M. ZELINSKI

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
PO Box 309
Allenwood, NJ 08720
908.229.6303
info@watermenllc.com
watermenllc.com

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

June 26, 2024

City of Orange
29 North Day Street
Orange, NJ 07050

Attn: Marty Mayes, Director of Planning/Economic Development

**RE: PROFESSIONAL SERVICES PROPOSAL
SAFE STREETS TO TRANSIT
ORANGE TRANSIT STATION UNDERPASS AND RAILROAD PLACE IMPROVEMENT PROJECT
CITY OF ORANGE, ESSEX COUNTY, NEW JERSEY**

Dear 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.

It is our understanding that the City received a NJDOT Safe Street to Transit Grant for the above referenced project. The City's previous engineer has submitted construction documents to NJDOT, which have been reviewed. However, the comments from NJDOT have yet to be addressed. NJDOT has granted an extension to complete the project.

Watermen proposes to assist the City in completing the project with the following tasks:

- Revise and update the existing survey, basemap and construction documents to meet the requirements of the NJDOT and to create a buildable project for the City
- Preparation of additional documents, such as an Engineer's Design Certification, for submission to NJDOT
- Bid and Award of the project

Watermen's proposed scope and fee are presented below.



ITEM 1: REVISE AND COMPLETE CONSTRUCTION DOCUMENTS AND NJDOT APPROVAL

This task includes the update and completion of the contract drawings and specifications for the project. From our review of the plan set, site grading will be required as will additional detailing of the construction materials and lighting plan. Watermen will add NJDOT pay items and callouts to the documents, as required by NJDOT.

As required, Watermen will coordinate and receive any permitting needed from NJTransit.

Watermen will also produce the necessary supplemental documents for the LAMP process including an Engineer's Estimate, Design Certification, and Fuel Price Adjustment documentation.

Once approved, Watermen will coordinate with the City of Orange to bid the construction of the project through public advertisement under New Jersey Local Public Contracts Law.

FIXED FEE: \$20,500

The return of a signed copy of this letter shall constitute authorization to proceed. We thank you for the opportunity to be of service to you on this project.

Sincerely,

Nicholas DeCotiis, P.E.
Vice President

Authorization to Proceed: _____
(Signature)

Date: _____



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.		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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u> P </u> <small>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.</small> <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 3107 Atlantic Avenue, PO Box 309		Requester's name and address (optional)
	6 City, state, and ZIP code Allenwood, NJ 08720		
	7 List account number(s) here (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										
OR										
Employer identification number										
4	6		-	2	8	8	4	3	2	3

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
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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

Part I – Vendor Affirmation

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

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 Ni DeC Title Principal

Print Name Nicholas DeCotiis Date 1/25/24

Subscribed and sworn before me the 25 day of January, 2024 2006.

Elizabeth Brady (Affiant)

My Commission expires: April 20, 2027

Elizabeth Brady
(Print name & title of affiant)

