

CITY COUNCIL**The City of Orange Township, New Jersey**DATE December 5, 2023NUMBER 473-2023

TITLE: A RESOLUTION AUTHORIZING MOTT MACDONALD, 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE 2023 LEAD SERVICE LINE REPLACEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED \$176,700.00.

WHEREAS, the City of Orange Township did duly advertise on November 22, 2022, for Request for Qualifications for Consulting Engineering Services; and

WHEREAS, on December 7, 2022, the City of Orange Township received ten (10) qualification proposals; and

WHEREAS, pursuant to the fair and open process, and based upon review of the qualifications and recommendations therefore, certain professionals are qualified to provide engineering services on an "as need" basis by the City of Orange Township; and

WHEREAS, the Director of Public Works & Engineering evaluated all proposal submitted based upon qualifications, experience with similar projects, and project understanding; and

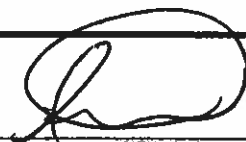
WHEREAS, Municipal Council of the City of Orange Township, did hereby approve by Resolution #508-2022 the ten (10) bidders to provide professional consulting engineering services to the City of Orange Township on an "as needed" basis for the period of January 1, 2023 through December 31, 2023; and

WHEREAS, by Resolution #508-2022, did not establish a contract with any of the ten (10) bidders selected to provide professional consulting engineering services to the City of Orange Township on an "as needed" basis for the period of January 1, 2023 through December 31, 2023; and

WHEREAS, a separate resolution is needed to enter into a contract for professional engineering services to for the 2023 Lead Line Replacement Program; and

WHEREAS, the Director of Public Works & Engineering have agreed to select Mott MacDonald from the approved list of qualified professionals to provide engineering services to for the 2023 Lead Line Replacement Program ; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto, certifying that funds will be available for this purpose in Account 3-05-55-502-192-519(\$10,000) and in Account 4-05-55-52-519 (\$166,700.00) contingent upon Council approval and inclusion of said item in the Temporary Budget adopted 2024 Budget, there will be sufficient funds to contract Mott MacDonald.


A.M. Zaitz

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange Township, New Jersey as follows:

1. The Mayor is hereby authorized and directed to execute the attached Agreement with Mott MacDonald in an amount not to exceed \$176,700.00.
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: December 5, 2023

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

AGREEMENT

This is an agreement, made on _____ 2023 between the City of Orange Township, "City" with an address at 29 North Day Street, Orange, New Jersey 07050, and Mott MacDonald, 111 Wood Avenue South, Iselin, New Jersey 08830.

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 **Mott MacDonald to provide professional engineering services for the 2023 Lead Service Line Replacement Program.**

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 as per **Resolution # _____-2023** 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 proposal, dated August 28, 2023, 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 in the amount not to exceed \$176,700.00.

DEVOTION OF TIME

6. The "Consultant" shall devote sufficient time to the performance of the duties

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

INSURANCE

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

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

PRIOR AGREEMENT SUPERSEDED

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

shall be valid or binding.

ASSIGNMENT

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

PARTIES BOUND

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

ATTORNEY’S FEES

12. 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

13. 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

- 14.** This agreement only be amended or modified by writing executed by both parties to this agreement.

LEGAL CONSTRUCTION

- 15.** 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

- 16.** All notice 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
Municipal Clerk

Dwayne D. Warren, Esq.
Mayor

Attest:

Mott MacDonald
111 Wood Avenue South
Iselin, New Jersey 08830

Approved as to Form and Sufficiency

Gracia R. Montilus, City Attorney

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT WATER OPERATING BUDGET

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 2023, 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 2023, 2024 Budgets, there will be sufficient funds to contract with:

Vendor Name: Mott Macdonlad, LLC.

Address: 111 Wood Ave. South

City: Islein

State: New Jersey

Zip Code: 08830-4112

Purpose: Engineering for lead service line replacement program

Vendor ID: HATCH010

Fund: Water Operating Fund

Line Description WTR - Water Operating - Professional Services

Account Numbers(s): CY'23	3-01-55-502-192-519	\$ 10,000.00
CY'24	4-01-55-502-192-519	\$ 166,700.00

Purchase Order # : 23-02060

Amount not to exceed:

CY~2023	\$ 10,000.00
CY~2024	\$ 166,700.00

Total Contract: \$ 176,700.00

Division Head

Date

Nile Clements

11/28/2023

Chief Financial Officer

Date

CITY COUNCIL

The City of Orange Township, New Jersey

DATE December 20, 2022

NUMBER 508-2022

TITLE:

A RESOLUTION APPROVING QUALIFIED CONSULTANT ENGINEERS TO PROVIDE CONSULTING ENGINEERING ON AN "AS NEEDED" BASIS FOR ONE (1) YEAR COMMENCING JANUARY 1, 2023 THROUGH DECEMBER 31, 2023.

WHEREAS, the City of Orange Township did duly advertise on November 22, 2022, for Request for Qualifications for Consulting Engineering Services; and

WHEREAS, on December 7, 2022, the City of Orange Township received ten (10) 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, 2023 through December 31, 2023:


1. Remington & Vernick Engineers
2059 Springdale Road
Cherry Hill, New Jersey 08003
2. Pennoni Associates
24 Commerce Street, Suite 300
Newark, New Jersey 07102
3. Lewis Consulting Group
2604 Atlantic Avenue, Suite 600
Wall, New Jersey 07719
4. T&M Associates
1455 Broad Street, Suite 250

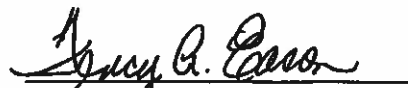

A. MIZRAHI

Bloomfield, New Jersey 07003

5. Neglia Engineering
34 Park Avenue
Lyndhurst, New Jersey 07071
6. Mott MacDonald
412 Mt Kemble Avenue Suite G22
Morristown, New Jersey 07960
7. Matrix New World Engineering
26 Columbia Turnpike
Florham Park, New Jersey 07932
8. CP Engineers
11 Park Lake Road
Sparta, New Jersey 07871
9. Colliers Engineering & Design
331 Newman Springs Road, Suite #203
Red Bank, New Jersey 07701
10. Frank J. Rotonda, P.E., P.P., C.M.E., LLC
5383 Gagnon Terrace
North Port, FL 34291

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.


Joyce L. Lanier
City Clerk


Tency A. Hason
Council President



Mr. Christopher Hartwyk
Business Administrator
City of Orange
29 North Day Street
Orange, NJ 07050

**City of Orange - Proposal For Engineering Services
2023 Lead Service Line Replacement Program**

412 Mount Kemble Avenue
Suite G22
Morristown NJ 07960
United States of America

T +1 (908) 730 6000
F +1 (973) 287 2890
mottmac.com

August 28, 2023

Dear Mr. Hartwyk:

We are pleased to submit our proposal to provide Engineering Services for the 2023 Lead Service Line Replacement Program for the City of Orange.

Project Background

On July 22, 2021, New Jersey Governor Phil Murphy signed into law A5343/SS3398 that requires public community water systems (PCWSs) to inventory and replace lead service lines (LSLs) within 10 years.

Some key actions include:

- Initial service line inventory - Due 01/22/2022. Address list of premises with LSLs, non-lead service lines, or service lines of unknown material. Submitted to NJDEP and published on a website (C.58:12A-42 3.c, d, h).
- For premises served by LSL, provide written notice to property owners and consumers (via certified mail) - Due 02/22/2022 (C.58:12A-43 4).
- Submit annual service line inventory and LSL replacement plan updates to NJDEP and published on a website.
- Complete all LSL replacements in the system – Due 07/22/2031.

Partial LSL replacements are not allowed, unless it is an emergency or completed with water main replacements, and the PCWS must make a good faith effort to replace the entire line.

A "lead service line" means a water supply connection that is made of, or lined with, a material consisting of lead, and which connects a water main to a building inlet. A lead pigtail, lead gooseneck, or other lead fitting shall be considered a lead service line, regardless of the composition of the service line or other portions of piping to which such piece is attached. A galvanized service line shall be considered a lead service line.



With the assistance of Mott MacDonald, the City developed an initial lead service line inventory which was submitted to the NJDEP in 2022. The City continues to collect service line information on an opportunistic basis, and replaces lead service lines when identified.

According to current GIS records available to Mott MacDonald, the existing water system includes:

- 4,995 water service lines
- 35 lead service lines
- 4,686 lead status unknown
- 274 non-lead lines known

This indicates that a significant amount of field work will need to be performed to determine the unknown lines. Methods of identifying unknowns are indicated as follows:

Method	Advantages	Disadvantages
Point of Entry (POE) Inspection	<ul style="list-style-type: none"> • Visual test can be done by utility • High confidence level • Customer can complete visual • Simple methods 	<ul style="list-style-type: none"> • Only classifies the portion of the service line exposed • Possible customer error
Vacuum / Potholing	<ul style="list-style-type: none"> • Cost effective and safer excavation method to expose LSL 	<ul style="list-style-type: none"> • Requires access to private side of the service line • Not suitable for locations with high water table • Requires utility mark-outs
Excavation	<ul style="list-style-type: none"> • Widely used method for exposing and identifying LSLs • Applicable for all service line configurations and field conditions 	<ul style="list-style-type: none"> • Requires approval of property owner to enter its property and perform excavation • Potential for significant disturbance to private side of the service line • Requires utility mark-outs • Most expensive LSL identification method
Test Pit		

Funding

The City meets the affordability criteria through the NJ iBank to receive up to 50% principal forgiveness associated with a program to replace lead service lines. In addition, the City can also apply for EPA Community Grants to fund the lead service line program. Under Task 5 in this proposal, Mott MacDonald proposes our services to securing funding through the NJ iBank for this first phase of the lead service line replacement program. It is anticipated that the City will continue to secure funding through the iBank on an annual basis.

Scope of Services

Under this proposal, Mott MacDonald will assist the Town with four tasks:

- Task 1: Public Outreach
- Task 2: Information Management
- Task 3: Design Services for Field Investigations and Service Line Replacements
- Task 4: Construction Phase Services
- Task 5: NJ iBank Funding Support

Task 1 Public Outreach & Funding Procurement

This task consists of developing a public outreach plan to educate and engage the community in the lead service line identification and replacement program. The public outreach plan will be tailored to your community to maximize its effectiveness. We will perform the following scope of work items as under this task:

- Conduct a Project Kickoff meeting with the City to review the scope of work, deliverables, and schedule (meeting to be held virtually)
- Develop an initial communication strategy framework addressing community outreach, education, and messaging.
- Prepare four (4) basic communication documents which may include:
 - Educational brochures
 - Customer LSLR agreement packages for mailing
 - Material for program specific website enhancement
 - Lead service line FAQs
 - Bill inserts
 - Post cards or direct mailers
 - Lead service line notices
 - Door hangars
 - Material for lead page on website
 - Lead Service Line call scripts for customer inquires
 - Program presentation slides for community meeting
- Work with the City on communicating how the lead service line replacements will be financed (in particular the private side)
- Work with the City to establish any needed ordinance to access private property to inspect service lines in basements, or actively replace service lines on properties.

Our scope of services include the preparation of basic public outreach materials but does not include the actual printing or distribution of any of the materials. Any additional enhancements of the public outreach materials can be facilitated at an additional cost.

Task 2 Information Management

This task consists of developing and implementing a plan for determining the service line materials at locations that are currently unknown in the LSL Inventory. We will perform the following scope of work items:

- Collect and review additional existing records and update the current service line inventory.
- Conduct a cohort analysis to identify neighborhoods or developments that are anticipated to have the same service line characteristics. The goal of the analysis is to re-classifying premises in the cohorts as non-lead based on a representative sample of the area. A percentage of the premises within the cohort/development will be investigated to validate institutional knowledge of the service line materials being non-lead. If all investigations within an area

yield a non-lead result, it will be assumed that the remaining premises of the area are also non-lead.

- Using statistical analysis the NJDEP will then allow strong correlations to be used to reduce the overall number of unknown lines that would otherwise require physical inspection.
- Prepare a prioritized list of locations where the first phase of contractor potholing will occur.
- Prepare a prioritized list of locations where ongoing water meter replacements should be performed by the City to identify unknown customer owned portions of the service lines by performing a point of entry inspection. We have budgeted for processing 1000 POE inspections from the water meter replacements.
- As information is collected in the field, perform quality control of the incoming data, and update the GIS database accordingly.
- At the end of the project, prepare a report on the updated service line inventory, including information on how work might be conducted in the next and ongoing annual projects.

Task 3 Design and Bid Phase Services for Field Investigations and Service Line Replacements

With 4,886 unknown water services in the system an aggressive Year 1 program of potholing services at the curb stop to determine materials on both side is recommended. It is estimated that a pothole will cost approximately \$750 and performing 200 potholes would cost approximately \$150,000. This effort would result in significant data to perform statistical analysis of the types of service line materials that will be anticipated within the water system.

It is also estimated that a total service line replacement will cost approximately \$10,000 each. To replace the 35 existing lead service lines, this cost could be on the order of \$350,000.

The design effort would include the preparation of standard front end and technical specifications and drawings for executing potholing activities and water service line replacements that result in high quality work for the City. The contract documents would be prepared in accordance with NJ Public Bid laws.

The bid for the potholing will be based upon a unit price bid for any potholing activity. However, the bid for a lead service line replacement will be a lump sum price for each individual address, as these costs could vary dramatically based upon the road type and the extent of landscaping on the private properties. The replacements would be bid by address with separate costs for the public and private side work.

The design services will include construction details as necessary. Construction cost estimates will be performed.

Once draft construction drawings and specifications are approved by the City, Mott MacDonald will perform the following additional scope of work items under this task:



- Preparation of bid documents for bidding;
- Preparing and coordinating the notice to bidders for advertising;
- Preparing any addenda, attending bid opening, preparing bidder's tabulation, reviewing bids, recommendation of award to the apparent lowest responsive bidder.

Task 4 Construction Phase Services

The work under this task includes construction phase services for the Lead Service Line Replacement Phase I contract including:

- Pre-construction meeting attendance and minutes
- Shop drawing submittal reviews
- Reviewing and processing contractor payment applications
- Responses for requests for information (RFI)
- Change order review and processing
- Attending field meetings with the contractor and inspector that may arise during the course of construction
- Preparing and coordinating all documents required for project closeout

From our past experience we recommended that full time inspection services are performed during potholing and water service line replacement work, and this cost is reflected in our fee below. This will result in accurate recording of information, and that the contractor performs high quality work on both the public and private sides. It is estimated that 200 potholes can be performed in 20 days, and 35 service line replacements can be performed in 15 days. We can set up the contract that potholing will be done in parallel to service line replacements over a period of 20 days, which can be covered by a single inspector. Therefore, a budget of 25 days of inspection services is recommended that would be billed as time and materials based upon actual production rates of the contractor.

The inspection services include capturing all field data in our current MMFIT GIS-driven, cloud-based tool currently used by the City on a daily basis. The data captured in the field will undergo QA/QC by the information management team.

Task 5 NJ I-Bank Assistance

Under this task, Mott MacDonald will support the City in the application process to obtain New Jersey Infrastructure Bank (NJIB) loan funding. We offer the following scope of services for assistance in the NJIB loan application and funding process:

Design Phase:

- Preparation of Environmental Planning Document, including:
 - Background Information
 - Basis of Design
 - Alternatives Evaluation
 - Assessment of Environmental Impacts
- Development and submission of a Socially and Environmentally Disadvantaged Business (SED) Utilization Plan for the project to



- H2Loans.
- **Submission of Project Plans and Specifications in support of the Loan Application**
- **Manage loan application and address comments from NJIB on behalf of RW, to obtain Authorization to Advertise the project from the NJIB.**

The City of Orange will be required to submit an Asset Management Plan (AMP), prepared in accordance with the State's Water Quality and Accountability Act (WQAA) in support of the NJIB loan applications. This effort is not included in Mott MacDonald's scope of work, but could be performed if requested by the City.

Bid Phase:

- **Correspond with the NJIB as necessary throughout the bid phase and submission of a letter to the NJIB requesting Authorization to Award the Contract.**

Construction Phase:

- **Provide communication and correspondence with the NJIB, as necessary**
- **Hold periodic inspection meetings with the NJIB, as requested, to review project files noted above. These meetings will be coordinated with site inspections already required for the project.**
- **Conduct two rounds of employee wage rate interviews during construction phase.**

Schedule

Based upon a notice to proceed, the public outreach, information management related to potholing and lead service line replacement, and the preparation of contract documents can be prepared in four months. We anticipate a total construction contract duration of 4 months.

Project Team

Mott MacDonald is a full-service engineering firm with the ability to provide professional engineering services using qualified individuals for the completion of the work in a timely and professional manner.

The work for this project will be performed under the overall supervision of:

- **Ms. Samantha J. Anello, PE, CME, CFM – Project Manager**

The following Mott MacDonald key personnel will assist the Project Manager as necessary:

- **Earl C. Schneider, PE – Project Principal, Water Engineering**
- **Duane Chapman - Principal Project Manager, GIS**
- **Sam Firmenich – GIS Specialist**



- Jane Rogers – Public Outreach support

The project will be managed and serviced from our Morristown, New Jersey office.

Fee Proposal

The cost of all tasks to be completed by Mott MacDonald is a not to exceed \$176,700.00. Tasks 1, 2, 3 and 5 will be billed on a lump sum basis, and Task 4 will be billed on a time and materials basis as follows:

Task	Description	Cost	Payment Method
1	Public Outreach	\$25,500	Lump Sum
2	Information Management	\$68,000	Lump Sum
3	Design and Bid Phase	\$28,000	Lump Sum
4	Construction Phase	\$38,000	Time & Materials
5	NJ IBank Funding Support	\$17,200	Lump Sum
Total		\$176,700	

Time and materials work will be performed with our yearly prevailing rate schedule as part of our Master Agreement with the City. At any the time and materials budget for Task 4 is billed to 80% on the project, and Mott MacDonald anticipates any additional budget required based upon contractor progress, we will notify the City.

Mott MacDonald appreciates the opportunity to submit our proposal for your consideration. Should you have any questions or comments regarding this submittal, please do not hesitate to contact us.

Very Truly Yours,

Mott MacDonald

Earl Schneider
Digitally signed by Earl Schneider
 DN: cn=Earl Schneider, c=US,
 o=Mott MacDonald, ou=Water
 Group,
 email=earl.schneider@mottmac.com
 Date: 2023.08.31 16:54:22 -0400

Earl C. Schneider, PE
 Senior Vice President
 T 973-912-2574
 earl.schneider@mottmac.com

Michael A. Polito, Jr.
Digitally signed by Michael
 A. Polito, Jr.
 Contact info: 732-333-3287
 Date: 2023.08.31
 16:07:37 -0400

Michael A. Polito, PE
 Territory Manager
 T 732.333.3287
 Michael.polito@mottmac.com

**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);
OR
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 X

If yes, please submit a copy of such approval

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

Yes X 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: Mott MacDonald, LLC

Signature: 

Stephen B. Polen

Title: Senior Vice President

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 layoff 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: _____


Stephen B. Polen, Senior Vice President

Date: December 1, 2022

Certification 2062

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2021** to **15-AUG-2024**



MOTT MACDONALD, LLC
111 WOOD AVE. SOUTH, 5T FLOOR
ISELIN
NJ 08830

Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

**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

Mott MacDonald 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	
Teney 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
SEE ATTACHED OWNERSHIP DISCLOSURE STATEMENT	


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: Mott MacDonald LLC

Signed:  Title: Executive Vice President

Print Name: Philip LiVecchi Date: December 1, 2022

Subscribed and sworn before me the <u>15th</u> day of <u>December</u> , <u>2006</u> <u>2022</u>	<u></u> (Affiant)
My Commission expires: <u>Karen Marcotullio</u>	<u>Mark O'Connor, Asst. Secretary</u> (Print name & title of affiant) (Corporate Seal)

KAREN MARCOTULLIO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 24, 2025



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: MOTT MACDONALD LLC
Trade Name:
Address: 111 WOOD AVENUE SOUTH
ISELIN, NJ 08830-4112
Certificate Number: 1169109
Effective Date: August 01, 2005
Date of Issuance: July 25, 2016

For Office Use Only:
20160725083242072



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
SAMPLE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES COVERED. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. WAIVER OF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CERTIFICATE HOLDER McDonald, LLC 100 Avenue South Nashville, TN 37203191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Fireman's Fund Insurance Company</td> <td></td> <td>21873</td> </tr> <tr> <td>INSURER B: American Automobile Insurance Company</td> <td></td> <td>21849</td> </tr> <tr> <td>INSURER C: National Surety Corporation</td> <td></td> <td>21881</td> </tr> <tr> <td>INSURER D: Lloyd's Syndicate 2488</td> <td></td> <td>86155</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Fireman's Fund Insurance Company		21873	INSURER B: American Automobile Insurance Company		21849	INSURER C: National Surety Corporation		21881	INSURER D: Lloyd's Syndicate 2488		86155	INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					

RANGES CERTIFICATE NUMBER: W21501254 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR ENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			USC016868210	06/30/2021	06/30/2022	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMPROP AGG	\$ 2,000,000
							\$
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SCV010281-21-01	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						Comp/Colli	\$ 1000
						EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE/OWNER MEMBER EXCLUDED? (mandatory in NH) YES, describe under DESCRIPTION OF OPERATIONS below professional liab.			SCW018893-21-01	06/30/2021	06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
			B080120388921	06/30/2021	06/30/2022	Per Claim	\$1,000,000
						Per Aggregate	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Your Information	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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. Mott MacDonald Group, Inc.	
	2 Business name/disregarded entity name, if different from above Mott MacDonald, 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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <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) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 111 Wood Avenue South	Requester's name and address (optional)
	6 City, state, and ZIP code Iselin, NJ 08830	
	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									
2	2	-	3	7	8	9	7	6	1

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 ▶ <u>10/2023</u>
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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-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.