

CITY COUNCIL

The City of Orange Township, New Jersey

DATE April 16, 2024

NUMBER 227-2024

TITLE: A RESOLUTION AUTHORIZING PENNONI ASSOCIATES, 1085 RAYMOND BLVD, SUITE 2102, NEWARK, NEW JERSEY 07102 TO PROVIDE PROFESSIONAL INTELLIGENT PAVEMENT MANAGEMENT SOLUTION AND ROADWAY CONDITION ASSESSMENT SERVICES FOR THE CITY OF ORANGE TOWNSHIP IN AN AMOUNT NOT TO EXCEED \$26,500.00.

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) bidders to provide professional consulting engineering services to the City of Orange Township on an "as needed" basis for the period of January 1, 2024, through December 31, 2024; and

WHEREAS, 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 Intelligent Pavement Management Solution and Roadway Condition Assessment Services; and

WHEREAS, the Director of Public Works & Engineering agreed to select Pennoni Associates from the approved list of qualified professionals to provide Professional Intelligent Pavement Management Solution and Roadway Condition Assessment Services; 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 and made part hereof, certifying that monies are available in the 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 Pennoni Associates.

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 Pennoni Associates in an amount not to exceed \$26,500.00.
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: April 16, 2024

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT 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 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: Pennoni Associates Inc.
Address: 1900 Market Street
Suite 300

City: Philadelphia
State: PA
Zip Code: 19103

Purpose: Intelligent pavement and roadway assessment
Vendor ID: PENNO010

Temporary Budget: \$ 6,625.00
Fund: Current Fund
Line Description DPW Office O&E - Professional Services
Account Numbers(s): CY'24 4-01-20-165-000-519

The remainder of: \$ 19,875.00
will be provided in
Fund: Current Fund
Line Description DPW Office O&E - Professional Services
Account Numbers(s): CY'24 4-01-20-165-000-519

Purchase Order #: 24-00915

Amount not to exceed: \$ 26,500.00

Division Head

Date

Nile Clements

4/4/2024

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 Pennoni Associates, Inc., 1085 Raymond Blvd, Suite 2102, Newark, New Jersey 07102.

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 **Pennoni Associates, Inc. to provide professional intelligent pavement management solution and roadway condition assessment services.**

WHEREAS, the "Consultant" is duly licensed to practice in the State of New Jersey and desires to render architectural 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 January 19, 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 \$26,500.00.

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 any act or omission of the **Consultant** of the agents.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

PRIOR AGREEMENT SUPERSEDED

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

ASSIGNMENT

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

PARTIES BOUND

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

INDEMNIFICATION/HOLD HARMLESS

12. The “**Consultant**” agrees to defend (including attorney’s Fees), pay on behalf of, indemnify, and hold harmless the City of Orange Township, New Jersey, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Orange Township, New Jersey, against any and all claims, actions, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Orange Township, New Jersey, which arises out of or is in any way connected or associated with this contract. This indemnification includes, the Contract, including, without limitation, expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the “**Consultant’s**” participation in the Contract.

ATTORNEY’S FEES

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

GOVERNING LAW

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

AMENDMENT

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

LEGAL CONSTRUCTION

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

NOTICE

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

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

Attest:

City of Orange Township

Joyce L. Lanier
City Clerk

Dwayne D. Warren, Esq.
Mayor

Attest:

Pennoni Associates, Inc.
1085 Raymond Blvd, Suite 2102
Newark, New Jersey 07102

Approved as to Form and Sufficiency

Gracia R. Montilus, City Attorney

CITY COUNCIL**The City of Orange Township, New Jersey**DATE February 20, 2024NUMBER 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 Brod acres Drive, Suite 250
Bloomfield, New Jersey 0703



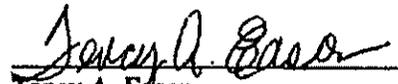
A. M. Z. 1/17

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 A. Lanier
City Clerk


Tency A. Eason
Council President

RESOLUTION NO. 115-2024

ON CONSENT AGENDA

REGULAR COUNCIL MEETING February 20, 2024

MOTION TO ADOPT: Montague, III

SECOND: Ross

YEAS: Coley, Hilbert, Montague, III, Ross, Summers-Johnson & Council President Eason

NAYS: None

ABSTENTIONS: None

ABSENCES: Wooten



1085 Raymond Boulevard
Suite 2102
Newark, NJ 07102
T: 973-265-9775
F: 973-265-9774

www.pennoni.com

November 3, 2022
January 19, 2024

COORT22004P

Marty Mayes
Director of Public Works
City of Orange Township
29 N. Day Street
Orange, NJ 07050

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
INTELLIGENT PAVEMENT MANAGEMENT SOLUTION & ROADWAY CONDITION ASSESSMENT
CITY OF ORANGE TOWNSHIP, ESSEX COUNTY, NJ**

Dear Mr. Mayes,

Thank you for considering the implementation of technology (Smart Solutions) to improve the City's roadway assessment and road improvement planning efficiencies. There are many opportunities to implement Smart Solutions and your choice of roadway assessment is one that municipalities throughout the State are actively reviewing and implementing. It seems like City of Orange Township; they recognize the many benefits of technological innovation.

Once again, we thank you for this opportunity and look forward to working with City of Orange Township officials and staff on the most effective and technologically advanced solutions, improving their operations and lives of the residents they serve.

OVERVIEW

The Intelligent IPM solution will save weeks if not months of time (and costs) in the development of a five-year roadway maintenance plan. It will also save significant time when addressing questions on a specific roadway or roadway segment, providing the ability to view roadway conditions from your desk instead of having to drive to the roadway in question to view its condition.

Pennoni's Intelligent Pavement Management Solution (IPM) is the platform used to collect pavement condition assessment data. The video log created during the assessment will be analyzed using a proprietary Artificial Intelligence (AI) platform called Roadbotics, it will be assigned a condition rating against a worldwide database of pavement distresses. RoadBotics' rating system is based on the identification of the various distresses included within the ASTM manual for pavement distress identification. Through various independent studies we have found a strong (95-97%) correlation between RoadBotics ratings and PCI scores for the same segments of roadway. The road survey data collected is utilized to provide the base road analysis product which includes pavement conditions with of ratings 1 to 5 for all points and lines within the project area. The data analyzes individual distress identifications which includes 6 different distresses including potholes, fatigue cracking, pavement distortions, etc. The collected asset condition data will be professionally

evaluated by Pennoni staff, and recommendations will be provided for use in the creation of a 5-year road maintenance program.

This proposal for Pennoni's IPM will specifically address the roadway conditions of the City's approximately 45 miles of roadways. The IPM project will start with a kickoff meeting where we will discuss the process in assessing the City roadways, develop the roadway assessment schedule and define the IPM deliverable once the pavement condition and analysis is completed.

SCOPE OF SERVICES

I. INTELLIGENT PAVEMENT MANAGEMENT SOLUTION

PAVEMENT CONDITION ASSESSMENT AND RATING SERVICES

1. Conduct the data collection with quality control and complete coverage based on the city boundaries and the Plan View of the City's roadway network. Road segments will be surveyed from intersection to intersection at 10-foot increments.
2. Data analysis and ratings
 - a. Each roadway segment will be analyzed on a 5-level rating system with 1 being the best, and 5 being the worst through objective computer algorithms.
 - b. The rating system will be broken down as follows:
 - Level 1 (Green) – Excellent (No action necessary)
 - Level 2 (Light Green) – Good (Routine maintenance, minor crack seals, minor patching)
 - Level 3 (Yellow) – Fair (Preventative measures such as crack seals, chip seals and a thin overlay)
 - Level 4 (Orange) – Poor (Minor rehabilitation, thin mill and pave)
 - Level 5 (Red) – Failed (Rehabilitation or reconstruction)

II. MEETINGS, USER TRAINING, AND DOCUMENTATION

Meetings to discuss progress and/or status of the project can be convened at the request of the City. We have included one project team meeting with the City to review the available record information and discuss the proposed workflow and scheduling of the project development. Two additional project team meetings are included occurring at the mid-project and end-of-project timeframes, to discuss project progress and results. Additional meetings beyond these three, if necessary, will be billed on a time and materials basis, based on our current hourly rates. Pennoni will also provide up to four hours of training to City of Orange Township site users to access RoadWay and navigate content.

III. RECOMMENDATIONS

1. Data from the IPMS and Road Feature assessment will be compiled into an Excel spreadsheet utilized in rating the condition and extent of work required on each road. Considerations will be given to the following in generating the spreadsheet:

- a. Volume and type of traffic
 1. Discussions/meetings with the client to decide on road priority and volumes of daily traffic.
 - b. Overall condition.
 - c. The length and width of each surface.
 - d. Type, severity, and extent of surface distress.
1. All roads will be categorized under the following groups:
- a. Road surface is in satisfactory condition at the time of the current field evaluation.
 - i. Re-evaluate the road surface later and document any changes in the current conditions.
 - b. Road surface needs rehabilitation.
 - i. Total reconstruction - Recommendations would most likely apply in cases where extent and type of road surface distress indicates that the cause may be from inadequate road base and/or unstable sub soils.
 - ii. Mill and overlay - Recommendations would be for roads that do not indicate signs of inadequate road base or unstable sub soils. Some isolated areas of subbase repair may be necessary with the majority of the road in need of a new wearing surface only.
 - iii. Chip Seal and Seal coat - Recommendations would only be considered as a method to temporarily extend the life of an existing wearing surface for a maximum of three to five years, given favorable traffic conditions.
3. Estimated Probable Costs of Construction
- a. We will provide an opinion of probable construction cost for each road evaluated, based on the amount and type of road maintenance recommended at the time of the current evaluation.
4. Road Condition Assessment Report
- a. We will assemble the data gathered through the evaluation process described above into a draft report including a plan/map to show overall conditions and an Excel spreadsheet with project costs.
 - b. We will incorporate review comments from the City and issue a final report.
5. Interactive Web Map
- a. Access to RoadWay, the online interactive map, will be provided to view all road rating results for City of Orange Township including all line segments and points including road images.

SCHEDULE

We are prepared to proceed with this project after within two to three weeks of receipt of written Notice-To-Proceed and will endeavor to complete this IPM project in accordance with the client's scheduling requirements. We anticipate working with the client in developing a mutually agreeable schedule for the project. Note that data collection is not completed between November and March due to weather.



Administrative Documents

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	PENNONI ASSOCIATES INC.
Trade Name:	
Address:	1900 MARKET STREET STE 300 PHILADELPHIA, PA 19103
Certificate Number:	0089235
Effective Date:	January 13, 1971
Date of Issuance:	January 16, 2024
For Office Use Only:	20240116130810176

NJ Certificate of Employee Information Report

Certification 2919

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-OCT-2021 to 15-OCT-2024

**PENNONI
1900 MARKET STREET, SUITE 300
PHILADELPHIA PA 19103**



Elizabeth Maher Muoio
**ELIZABETH MAHER MUOIO
State Treasurer**



W-9

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**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.

1 Name (as shown on your income tax return) Name is required on this line; do not leave this line blank
Pennoni Associates 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 LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals, see instructions on page 3)
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
Apply to accounts maintained outside the U.S.

5 Address (number, street, and apt. or suite no.) See instructions
1900 Market Street, Suite 300

6 City, state, and ZIP code
Philadelphia, PA 19103

7 List account number(s) here (optional)

Requester's name and address (optional)
**Remit To Address:
PO Box 627328
Philadelphia, PA 19182-7328**

PART II Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				
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 or
 Employer identification number

2	3	-	1	8	8	3	4	2	9
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PART III 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 III, later.

Sign Here Signature of U.S. person ▶ *Pondget J. Share* Date ▶ *Feb. 21, 2023*

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.

**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

Pennoni Associates Inc.

(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).

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:

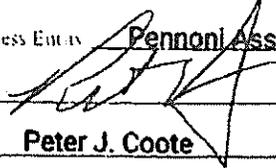
- Partnership Corporation Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Pennoni Associates Inc. Employee	1900 Market Street, Suite 300
Stock Ownership Trust (ESOP)	Philadelphia, PA 19103

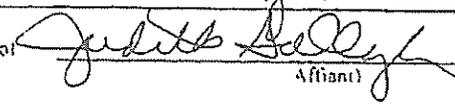
Part III - Signature and Attestation

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 Pennoni Associates Inc.

Signed  Title Corporate Secretary

Print Name Peter J. Coote Date 1/17/24

Subscribed and sworn before me the 17 day of January 2024  (Affiant)

My Commission expires 3-20-27 (Print name & title of affiant) (Corporate Seal)

**Commonwealth of Pennsylvania - Notary Seal
Judith Gallagher, Notary Public
Delaware County
My Commission Expires March 20, 2027
Commission Number 1289141**