

CITY COUNCIL**The City of Orange Township, New Jersey**DATE December 3, 2024NUMBER 538-2024**TITLE:**

A RESOLUTION AUTHORIZING THE AWARD OF AN NON-FAIR AND OPEN CONTRACT WITH AECOM, 30 KNIGHTSBRIDGE ROAD, BLDG 5, SUITE 520, PISCATAWAY, NEW JERSEY 08854 TO PROVIDE PROFESSIONAL ENGINEERING DESIGN, BIDDING SUPPORT AND CONSTRUCTION ADMINISTRATION SERVICES (TASK A-J) FOR THE PFAS TREATMENT FACILITY AT THE CHESTNUT STREET PUMPING STATION IN THE AMOUNT NOT TO EXCEED \$1,300,960.00.

WHEREAS, the City of Orange Township has a need to acquire professional Engineering design and bidding support services as an un-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-2-.4 or 20.5 as appropriate; and

WHEREAS, the City of Orange Township requires professional engineering design and bidding support services for the PFAS Treatment Facility at the Chestnut Street Pumping Station; and


WHEREAS, AECOM has submitted a proposal on November 26, 2024 indicating they will provide the professional engineering design, bidding support services and construction administration services (Task A-J) at a cost of \$1,300,960.00; and

WHEREAS, the engineering firm of AECOM has completed and submitted a Business Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous one (1) year, except that the year 2005 is an exception to this requirement as the one year immediately proceeding the effective date of the law, as that term is defined below, and that the contract will prohibit AECOM from making any reportable contributions throughout the term of the contract; 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 No. C-06-XX-022-029-001 contingent upon Council approval, there will be sufficient funds to contract AECOM.

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

1. The Mayor and Municipal Council are hereby authorized and directed to execute the attached Agreement with AECOM in the amount not to exceed \$1,300,960.00 specifically set forth in the attached proposal dated November 26, 2024.
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.


A. Alvarez

Adopted: December 3, 2024

Joyce L. Lanier
City Clerk

Adrienne K. Wooten
Council President

CITY OF ORANGE
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
WATER CAPITAL BUDGET

I, Nile Clements, Chief Financial Officer for the City of Orange, do hereby certify to the best of my knowledge and belief that there are now sufficient funds in the following Water Capital accounts to Contract with:

Vendor Name: AECOM

Address#1: 1178 Paysphere Circle

City: Chicago
State: Illinois
Zip Code: 60674

Purpose: Professional Engineering design, bidding support and construction admin. for
PFAS treatment facility at Chestnut St. Pumping Station

Fund: Water Capital

Account Name : Ord. 29-2022 Water Cap.- PFAS Treatment

Account Numbers(s): C-06-XX-022-029-001

balance before	4,401,075.37
requested \$:	1,300,960.00
balance after:	3,100,115.37

Vendor ID: AECOM005

Purchase Order #: 24-02131

PENDING RESOLUTION

Amount not to exceed: \$ 1,300,960.00

Division Head

Date

Nile Clements

11/27/2024

Chief Financial Officer

Date



AECOM
30 Knightsbridge Road
Piscataway, NJ 08854
www.aecom.com
(732) 564-3600 tel

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

Subject: Proposal for Engineering Services for PFAS Treatment at the Chestnut Street Pumping Station

November 26, 2024

Dear Mr. Hartwyk,

AECOM is pleased to provide The City of Orange Township (City) with this proposal to provide final design, bidding, and construction phase services for PFAS Treatment at the Chestnut Street Pumping Station.

As discussed, our proposed services include (a) finalization of the current construction contract documents to reflect the City's desire to procure this facility under a traditional design-bid-build delivery model, (b) further refinement of the design to optimize the foundation system for the new building and, if required by NJDEP, add a third treatment train, (d) provide an Engineer's Construction Cost Estimate, (e) obtain regulatory approvals and provide NJIB funding assistance (f) provide advertisement, bid and award services, (g) provide engineering design services during construction and start-up assistance, and (h) provide full-time construction inspection services.

Attachment 1 provides a full and detailed description of our proposed scope of services along with our staffing plan, schedule and fee estimate.

Please contact me at (732) 564-3904 or dave.blair@aecom if you have any questions, would like any clarifications, or need further information regarding this proposal.

Respectfully,

A handwritten signature in black ink, appearing to read "David A. Blair".

David A. Blair, P.E.

Vice President

ATTACHMENT 1

Scope of Services Staffing Project Schedule Fee Estimate

SCOPE OF SERVICES

Task A – Finalization of Current Bid Documents

The original design concept was to implement the project as a design-build procurement. The City has recently informed AECOM that the project will proceed as a design-bid-build procurement. As such, AECOM will revisit the design documents and update the design drawings and specifications as appropriate to reflect the design-bid-build procurement process. This task includes the inclusion of appropriate Division 1 specification sections and required NJWB/NJDEP contract language and forms. Additionally, as the demolition of the existing building has already been completed to date, AECOM will revise the design documents to reflect the completion of this work, as opposed to "demolition by others" (as currently shown in the design documents).

With regard to the demolition of the former building, AECOM has assumed that the lowest level floor slab has already been removed, all subsurface utilities were removed within the building footprint as part of the demolition, and the site was backfilled to grade elevation with fill material (and not demolition debris). It is also assumed that the City will provide record drawings (in AutoCAD format) of the building demolition work including any modifications to the existing retaining wall located behind the former building and adjacent to neighboring residential properties.

The estimated level of effort to complete this task is \$43,690.

Task B – Additional Geotechnical Borings

AECOM has previously performed several phases of subsurface investigation at the Chestnut Street Pumping Station site which included drilling 4 borings, excavating one test pit, laboratory testing, and a preparing a geotechnical engineering report.

Based on our experience at the site, the subsurface conditions consist of approximately 2 to 13 feet of possible fill comprised of loose silty sand, silt, or peat (Stratum 1); approximately 36 to 45 feet of sand and gravel (Stratum 2) in borings B-1 through B-3 or 48 feet of silt (Stratum 2a) in boring B-4; and bedrock (Stratum 3). The bedrock in the borings closest to the proposed building consists of sandstone and was encountered at a depth varying from approximately 47 to 50 ft.

Since the time of our last phase of subsurface investigation, we understand that the existing building, located in the area of the proposed building, has been demolished and that all associated below grade pipelines and utilities were removed. We further understand that all demolition debris has been removed and that only clean fill was placed within the footprint of the former building.

Because of the size of the proposed building, the NJ Edition of the International Building Code (Code) requires that 3 borings be drilled. The proximity of the existing borings necessitates the drilling of at least one additional boring to meet Code requirements. However, because of the varying nature of soils between Stratum 2 and Stratum 2a, we are proposing 3 additional borings to better define the transition between these two strata. If favorable results are obtained, it may be possible to support the proposed building on a shallow foundation instead of the currently proposed pile foundation.

Geotechnical Subsurface Investigation and Report

The proposed subsurface investigation will consist of drilling borings and a laboratory testing program. Three borings will be drilled from within the footprint of the proposed building.

Prior to drilling or excavation, the utility locator service (i.e., New Jersey One Call) will be called to verify that there are not any utilities present at any of the boring locations. Because the building was recently demolished and based on our understanding stated above, neither hand excavation nor ground penetrating radar (GPR) will be required to locate existing utilities.

All of the borings will be drilled until bedrock is encountered using a track mounted drill rig. Standard Penetration Tests (SPTs) will be performed at 5-foot intervals with additional SPT samples obtained to better define strata thicknesses. Undisturbed ("Shelby Tube") soil samples will be taken if clay or peat are encountered.

When bedrock is encountered, at least 5 ft of rock coring will be performed in each boring. The purpose of the rock coring is to obtain information regarding the nature and quality of the bedrock and to confirm that the rock encountered was not a boulder.

Specifically, the scope of services of the Geotechnical Subsurface Investigation will include the following:

- A. Retain a drilling subcontractor to perform the test borings.
- B. Provide full-time special inspection of the boring and test pit operations by an AECOM geotechnical engineer or geologist. The personnel will be responsible for preparing detailed field logs of the materials encountered, ensuring that the storage and labeling of the field samples are performed properly, and making field adjustments to the subsurface exploration program based on site conditions. Groundwater observations will be taken during the field investigation work.
- C. Perform a laboratory testing program on representative soil samples. Testing will consist of index and physical property tests for the purpose of confirming field soil classifications and assisting in engineering analyses.
- D. Perform overall project management, prepare boring logs, analyze the test boring and lab test results, perform engineering evaluations to determine the foundation type and capacity, and prepare an evaluation report that includes the following:
 1. An Executive Summary,
 2. An Introductory Section presenting the project background information and the scope of services,
 3. A Subsurface Conditions section that includes the following:

- A description of the test boring and laboratory testing procedures and results of testing conducted,
 - A plan showing the location of the as-drilled test borings,
 - A description of the subsurface conditions,
4. A Foundation Design Recommendations section that includes the following:
 - Recommended foundation type, estimated capacity, and bearing elevation,
 - Settlement estimates,
 - Evaluation of various pile or caisson foundations, including estimated pile lengths and capacities, if necessary,
 - Seismic site classification and liquefaction potential,
 - Lateral soil and groundwater pressures on below-grade walls,
 - Permanent groundwater control measures, if necessary,
 - Support of the cellar slab, if necessary,
 5. A Construction Recommendations section that includes the following:
 - Subgrade preparation recommendations,
 - Support of excavation and underpinning considerations,
 - Temporary groundwater control considerations, if necessary,
 - Backfill and compaction control recommendations,
 - Protection of adjacent structures and utilities,
 - Construction inspection and monitoring considerations,
 6. Appendices that include test boring logs and laboratory test results.

AECOM's assumptions associated with this task include the following:

1. All subsurface utilities were removed within the building footprint as part of the demolition.
2. The site was backfilled with clean fill and not demolition debris.
3. The lowest level floor slab has already been removed.

The estimated level of effort to complete this task is \$31,280.

Task C – Potential Revisions to Structural Design

As stated in Task B above, additional borings will be completed within the footprint of the former building that has been demolished. If favorable geotechnical results are obtained, it may be possible to support the proposed building on a shallow foundation instead of the currently proposed pile foundation. This task will consist of revisions to the current structural design to change from a pile foundation design to a shallow foundation design, including updated calculations, and revisions to the current drawings and specifications as required.

The estimated level of effort to complete this task, if found feasible, is \$14,985.

Task D – Potential Inclusion of Third GAC Treatment Train

The City has indicated that NJDEP may require the inclusion of the future third GAC treatment train into this design contract to accommodate proposed, near-future development within the City. In the event that the City is, in fact, required to include the third treatment train, the design drawings and specifications will be updated as needed to add the applicable equipment and appurtenances.

This task will also require modifications to the current Construction Permit #WCP230003 that was issued to the City by NJDEP Bureau of Water System Engineering (BWSE) on July 20, 2023. AECOM will prepare and submit the permit modification application and associated attachments (design report, etc.) as required by NJDEP. AECOM will coordinate with NJDEP and respond to comments as necessary. It is assumed that one round of comments will be received and resolved.

The estimated level of effort to complete this task, if found feasible, is \$26,450.

Task E – Preparation of 100% Engineer’s Construction Cost Estimate

As the project was initially to be procured as design build, an Engineer’s construction cost estimate was not prepared for the project as part of the previous design contract. Since it has been confirmed by the City that the project will move forward as a design bid build procurement, AECOM will prepare a construction cost estimate for the final 100% design inclusive of any additional design revisions detailed in this cost fee proposal.

The estimated level of effort for this task is \$29,200.

Task F – Regulatory Approvals

1. NJDCA/City Building Department Review

This project design includes the installation of a new prefabricated building. As such, the project will require review from either the NJDCA or the City’s Building Department. The proposed building is categorized as a Class 2 structure (per N.J.A.C. 5:23-4.3A). AECOM’s interpretation of the New Jersey Administrative Code is that a municipal enforcing agency has the authority to review the design of a Class 2 structure if that municipal enforcing agency is either Class 1 or Class 2 (per N.J.A.C. 5:23-4.3A). Based on previous correspondences with NJDCA, NJDCA has indicated that the City’s enforcing agency is a Class 1 agency, and therefore, it appears that the City’s Building Department is qualified to review this project. The City has indicated that it will confirm whether its Building Department will conduct the review. However, for the purposes of this proposal, it is assumed that the review will be conducted by the City. AECOM will coordinate with the City and respond to comments as necessary. It is assumed that one round of comments will be received and resolved.

2. Green Acres

The current design documents assume the temporary use of the nearby parking lot at Metcalf Park as the Contractor’s staging area. The park and its parking lot, which is located at the corner of Chestnut Street and Valley Street, is designated as Green Acres Encumbered because this public park was purchased with funding from the NJDEP Green Acres Program (GAP) and the Federal Land and Water Conservation Fund. Based on preliminary correspondence between AECOM and the NJ GAP, it is our understanding that neither a Green Acres diversion nor a Land and Water Conservation Fund diversion will be required for the temporary (minimum 1 year) use of this parking area for staging.

In order to utilize the parking lot during construction for storage and laydown, the City will need

to prepare and enter into a use agreement with the contractor; the agreement will need to comply with relevant requirements of the NJ GAP rules (N.J.A.C. 7:36-25.14). In addition, communication with the "Friends of Metcalf Park" and the community will be required so they are aware of the planned use of the park parking area in advance of construction. AECOM will support the City with preparation of a draft use agreement for review by the NJ GAP. We will incorporate one round of comments from the City and one round of comments from GAP. Finalization of the agreement with the contractor will be the responsibility of the City. AECOM will file the final agreement with NJ GAP.

AECOM will also support the City with communication and outreach to the Friends of Metcalf Park. Support will be in the form of drafting a letter with attachments (figures, photos, plans) that illustrate the proposed staging area and proposed construction schedule. AECOM will also accompany the City during a site visit with the Friends of Metcalf Park, if such a site visit is necessary. A public notice sign will also be designed by AECOM for display at the park to inform the public of the planned use of the parking area for construction staging. Manufacture and installation of the sign will be the responsibility of the contractor.

The estimated level of effort to complete this task is \$24,130.

Task G – Bid Support

This task will consist of attending one pre-bid meeting, reviewing contractor bids, and providing a recommendation for award of the project.

1. Advertise and Notify Prospective Bidders

It is assumed that the City will distribute bid documents. AECOM will coordinate advertisement of the Notice to Bidders in the appropriate newspapers and trade journals. AECOM will provide the City with up to 10 sets of plans and specifications and coordinate pre-bid and bid dates.

2. Attend Pre-Bid Conference

AECOM's project manager and project engineer will attend one pre-bid conference and site walk-through, which will be led by the City. AECOM will prepare and distribute minutes following the conference.

3. Respond to Questions and Issue Addenda

AECOM will respond to significant questions raised during the pre-bid conference or received in writing during the bid period by issuing an Addendum. To receive consideration, the written questions must be received no later than 10 working days before the established date for receipt of bids. We have assumed that one addendum will be issued electronically, and the bid date will not be extended.

4. Attend Bid Opening and Review Bid Material

AECOM will attend the bid opening and will perform a review of the apparent three lowest bidders' bids for completeness including a mathematical check and verification of Bidder acknowledgement of receipt of all Addenda is noted and will check the apparent low bidder's

references and have a Dunn & Bradstreet Financial Analysis performed. AECOM will prepare and submit a recommendation for award pending the City solicitor's legal review and approval.

Bidding services in connection with re-bidding the contract, should that be necessary, are not included.

The estimated level of effort, including reproductions costs for ten sets of drawings and specifications, for this task is \$54,025.

Task H - Design Services During Construction (DSDC)

1. DSDC Administration

AECOM will provide general communication with the City throughout the duration of the construction regarding progress, issues, general advice and consultation. The internal project administrative functions required to effectively manage the project will also be performed, such as budget control, staff resource allocation, including management of subcontractors. In addition, AECOM will provide communication and correspondence with NJDEP, maintain project files, review and approve Contractor progress schedules, submittal schedules, schedule of values, and prepare monthly progress reports.

It is assumed that the effort required under this task will average approximately 6 hours per week for the duration of the 18-month (78 weeks) construction contract.

2. Review of Shop Drawings

The objective of this task is to review and process shop drawings and other submittals required by the Contract Documents.

The Contractor's submittals will be transmitted to AECOM for review. AECOM will maintain a log of all submittals that will indicate date received, assigned action code, and date returned.

AECOM's review of submittals will generally be limited to fourteen business days after receipt except for: 1) the review of submittals from manufacturers not named in the specifications; or 2) the review of certain complex submittals.

Each submittal will be coded with one of the following action codes:

1. No exceptions taken
2. Make corrections noted (no re-submittal required)
3. Amend and resubmit
4. Rejected
5. Noted – no action required.

For developing the level of effort required, we have assumed a total of 135 shop drawings, including resubmittals, will be required to review. For developing the level of effort, we have assumed an average of approximately 6 hours to log, distribute, review, process, and return the submittal.

3. Request for Interpretations and Clarifications

AECOM will respond to the Contractor's Requests for Information (RFI) necessary to facilitate construction of the project. These clarifications may be written or in the form of drawings or sketches. When the Contractor submits an RFI, AECOM will review and provide a written response to the RFI generally within seven business days of receipt. It has been assumed that a total of 33 RFIs will require a written response. The anticipated level of effort is approximately 7 hours per RFI.

4. Change Order Assistance

The objectives of this task are to evaluate potential change orders (PCOs) and to review and approve final change orders, when requested. When advised of a PCO by the resident project representative, the project team will evaluate the PCO and advise the City of its merits. If requested by the City, AECOM will prepare a cost opinion of the proposed work. It has been assumed that a total of 8 PCOs will be evaluated by AECOM's design personnel.

When the City authorizes a change order, AECOM will review the proposed change order to assess the reasonableness of the Contractor's cost proposal. It is assumed that the City will take the lead in negotiating a final price with the Contractor, with AECOM providing technical support. Upon finalization of the change order, AECOM will review and sign the final change order. It has been assumed that the City will approve up to 3 change orders and AECOM's effort will be approximately 10 hours per PCO and 20 hours per change order.

5. Startup Assistance

The objective of this task is to assist the City and the Contractor's equipment service representatives in starting up the completed systems. It is anticipated that this start-up assistance will be provided by an AECOM engineer over a 7-to-10-day period. We have estimated up to 80 hours of start-up assistance for this task.

6. Site Visits and Meetings

The objectives of this task are to attend the pre-construction meeting, weekly construction progress meetings, and to conduct periodic site visits to support the field engineer.

AECOM will attend and participate in the pre-construction conference, which will be held to establish various procedures that will be followed for the duration of the construction period. AECOM's project manager and project engineer will attend the meeting. AECOM's project manager or project engineer and resident inspector will attend the weekly construction progress meetings (as required by NJWB) for a total of 78 meetings, including the preparation of meeting minutes.

AECOM's technical support personnel will conduct periodic site visits as required during construction. It is anticipated that 20 site visits will be required by AECOM's design staff.

7. O&M Manual Supplement

AECOM will prepare an O&M manual to supplement the existing plant O&M Manual. The supplement will include an assemblage of vendor provided information with additional text specific to the system operation and maintenance of the newly installed facilities. The manual supplement will be developed cooperatively with City operations and maintenance personnel to ensure relevance to the operation and maintenance to be performed.

The equipment vendors will provide an operation and maintenance manual to address equipment maintenance and control.

AECOM will provide six copies of the draft O&M manual to the City for review. Following incorporation of any City comments, an additional six copies of the final manual will be submitted in suitable hard cover binders.

8. Record Drawings

AECOM will prepare record drawings based on the set of as-built drawings prepared by the Contractor in accordance with the specifications. The as-built drawings will consist of "red-line mark-ups" of the Contract Drawings to show changes made during installation.

AECOM will prepare Record Drawings by revising the AutoCAD drawings based on the Contractor's red-line mark-ups. AECOM will provide the City with one set of reproducible record drawings and an electronic copy of the drawings.

For the purposes of estimating level of effort, it is assumed that the effort per drawing will average 2 hours for each on the drawings.

The estimated level of effort for performing the design services during construction as detailed in this task is \$491,275.

Task I – NJIB Funding Assistance

The online application process includes several steps. The listing of these steps and the corresponding AECOM scope is as provided below.

- Step 2: Project Information – AECOM has previously completed this step.
- Close on Short-Term Construction Loan – AECOM will provide the information required for Form LP-6A which will detail the project cost breakdown. It is assumed that the required short-term Financial Addendum Form, and any other required financial information, will be prepared and provided by the City.
- Step 3: Submit a Project Letter of Intent – AECOM has completed the Letter of Intent and submitted an Environmental Review Planning Document. The Environmental Review group has previously provided comment on this document and is awaiting a confirmation on the household water user rate. AECOM will provide this information to the Environmental Review group once received from the City.

- Step 4: Submit a Project Loan Application – AECOM has previously initiated completion of the project loan application. See below for the status of the following required items:
 1. Authorizing Resolution (LP-2B)
A resolution passed by the local government unit authorizing the filing of an application for a BJWB loan and specifying the individual authorized to sign the NJWB loan application on behalf of the local government unit. – It is assumed that this will be prepared and provided by the City.
 2. Statement of Assurances (LP-3)
An executed Professional Services Affidavit for each person or firm whose professional services have been procured by the local government unit for the project for which cost reimbursement will be sought. – Has been completed by AECOM. Any other professional affidavits to be provided by the City.
 3. Assurance of compliance (LP-4) with the civil rights requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the New Jersey Law Against Discrimination (N.J.S.A. 10:5-1 et seq.) – It is assumed that this will be prepared and provided by the City.
 4. Building Costs (LP-5A/LP-5C) – To be prepared by AECOM based on the 100% construction cost estimate.
 5. Contracts (LP-6A) for construction, engineering, construction management, etc. – Previous engineering contract with Veolia has been uploaded. The agreement associated with the tasks described in this proposal will be prepared/uploaded to the NJWB portal by AECOM once received from the City. Any other agreements with the City to be provided by the City.
 6. Project Disbursement Schedule (LP-6B) for major milestones – To be prepared by AECOM.
 7. Plans, Specifications, and Associated Documentation (LP-6C) including a Project Report/Facilities Plan. AECOM has uploaded the current project report, drawings and specifications to the NJWB portal. These documents will be revised as detailed in this proposal and re-uploaded once completed. It is assumed that hardcopies of the design documents will not be required for submittal to NJDEP for review but will be digitally uploaded to the City's NJWB account. It is assumed that any official "statements" required by NJWB will be prepared and provided by the City.
 8. Applicable Permit(s)/Approval(s) (LP-7)
Affidavit certifying required permits and approvals for building the environmental infrastructure facilities were received from applicable Federal, State and local agencies and attach copies of all the required permits and approvals. To date, copies of these permits/approvals have been uploaded to the NJWB portal. Any additional permits/approvals that may be required and permit modifications as a result of the design changes described in this

proposal will also be uploaded onto the NJWB portal once the respective approvals/permits are received.

9. Additional Requirements (LP- 9)

A series of six (6) questions requesting information pertaining to industrial user usage, whether the project is a State/Federal installation, potential displacements associated with the project, required land acquisitions, special flood hazard area installations, etc – AECOM has previously completed this requirement.

10. Professional Services (LP-11)

Provide the name and contact of any professional services firm utilized (bond counsel, legal advisor, financial advisor). Indicate the services performed and compensation (not to exceed amount). – To be prepared by AECOM with assistance from the City.

- Step 5: SED Participation During Planning and Design For Contracting Agencies.

AECOM will submit the SED Utilization Plan, SED contract language, and provide a 30-day SED bid schedule notice to NJWB for review and approval.

- Step 6: Revised and Detailed Project Information

- Step 7: Submit Bid Package

Upon the close of the bidding period and after the bid opening, AECOM will upload a complete bid package (meeting the requirements of NJWB) and an Authorization of Award request for NJWB review and approval.

- Assistance During Bidding

AECOM will submit all proposed addenda to the NJDEP for review and approval prior to issuance to the prospective bidders.

- Assistance During Construction

AECOM will continue providing assistance with NJWB requirements during construction. These responsibilities will include the following:

- Submittal of change orders to NJWB for review and approval
- Submittal of engineering and construction invoices to NJWB for review and approval

It is assumed that the SED compliance reporting will be handled by the City of Orange.

The estimated level of effort for this task is \$42,235.

Task J – OPTIONAL Construction Services

AECOM will provide the services of a full-time construction inspector during the 18-month construction period to monitor the contractor's progress and compliance with the contract drawings and specifications. These services will include:

- Conducting a weekly construction meeting with the Contractor and City to discuss scheduled activities
- Preparing daily inspection reports.
- Reviewing monthly and payment requests including the final payment requests.
- Participating in the review and evaluation of potential change orders, including detailed review of cost proposals.
- Participating in the resolution of issues involving unforeseen field conditions.
- Field testing and startup of equipment and systems.
- Coordinating vendor training.
- Preparing punch lists of outstanding work items.
- Evaluating substantial and final completion and issue certificates of substantial or final completion as appropriate.

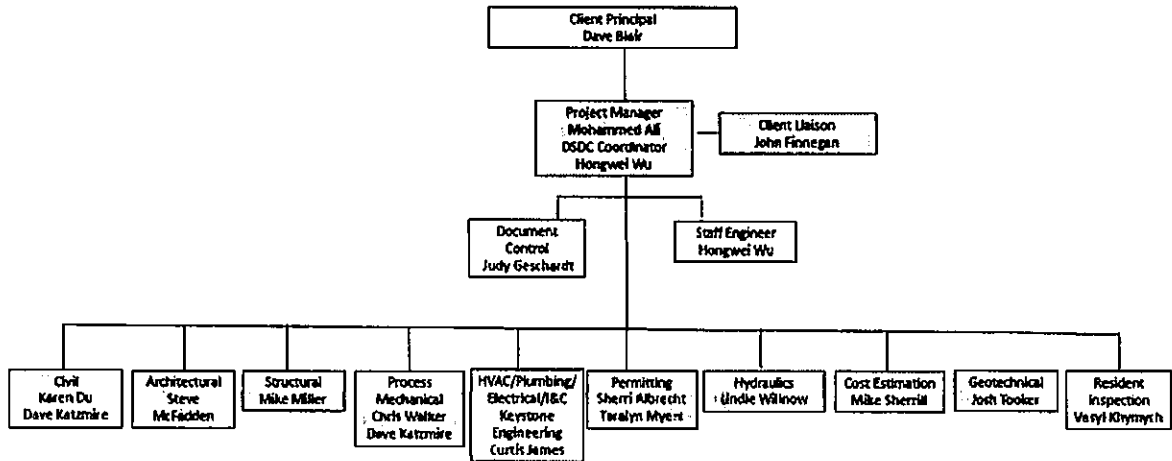
Projects funded under the NJIB are required to provide "full-time construction inspection/observation services during periods when the Contractor is on-site." Given the 18-month (78 week) construction period, we have included in our estimate 78 weeks * 40 hours = 3,120 hours of on-site inspection. However, we are proposing these services on a time and materials basis so if the Contractor delays mobilization and/or finishes early, the City will benefit from the reduced level of effort.

The estimated level of effort for this task is \$543,690.

STAFFING

The project staffing Organization Chart is provided on the next page. Resumes can be provided upon request.

City of Orange Chestnut St PS PFAS project
 Design / Design Services During Construction



PROJECT SCHEDULE

Design

- Award of Project – Week 1
- Geotechnical Borings and Receipt of lab Testing results (Task B) – Week 3 to Week 6
- Revise Geotechnical Report (Task B) – Week 6 to Week 8
- Redesign of Structural Foundation (Task C, if feasible) – Week 7 to Week 9
- Inclusion of DBB Requirements and Existing Conditions into Design Package (Task A) – Week 2 to Week 5
- Inclusion of Third Treatment Train into the Design Package (Task D, if required) – Week 2 to Week 5
- Preparation of Engineer's Cost Estimate (Task E) – Week 6 to Week 10
- Prepare and Submit to City Building Department (Task F) – Week 10 to Week 11
- Prepare and Submit to Green Acres (Task F) – Week 5 to Week 6
- Prepare and Submit Permit Modifications to NJDEP BWSE (Task D, if required) – Week 6 to Week 8
- Receive Permits and Approvals – Week 15
- Prepare and Submit Loan Application (Step 4 of Task I) – Week 9 to Week 11
- Prepare and Submit SED Participation Information (Step 5 of Task I) – Week 12
- NJWB and OSC review/approval – Week 12 to Week 20

Bidding (Tasks G and Task I)

- Authorization to Advertise from NJWB/NJDEP – Week 20
- Pre-Bid Meeting – Week 22
- Receipt of Bids – Week 26
- Review of Bids – Week 27
- Preparation/Submittal of Bid Package to NJWB (Step 7 of Task I) – Week 28
- Bid Package Review by NJWB – Week 29 to Week 31
- Authorization to Award from NJWB – Week 31

Construction (Task H and Task I)

- Notice of Award – Week 32
- Preconstruction Meeting – Week 34
- Start of Construction – Week 35
- Substantial Completion – Week 109
- Construction Completion – Week 113

FEE ESTIMATE

This section provides the overall fee breakdown for services included in the proposal. The fee requirements are tabulated below.

TASK	Proposed Fee	Fee Basis
A. Finalization of Current Contract Documents	\$43,690	Time and Materials
B. Additional Geotechnical Borings	\$31,280	Time and Materials
C. Potential Revisions to Structural Design	\$14,985	Time and Materials
D. Potential Inclusion of Third Treatment Train	\$26,450	Time and Materials
E. Preparation of 100% Construction Cost Estimate	\$29,200	Time and Materials
F. Regulatory Approvals	\$24,130	Time and Materials
G. Bid Support	\$54,025	Time and Materials
H. Design Services During Construction	\$491,275	Time and Materials
I. NJIB Loan Assistance	\$42,235	Time and Materials
Subtotal Design and DSDC	\$757,270	
J. Optional - Construction Services	\$543,690	Time and Materials
Subtotal Construction Services	\$543,690	

AECOM proposes that the Tasks be performed on a time and material (T&M) basis as indicated above. Subconsultants will be billed at a 5% mark-up. The total fee will not exceed the subtotal fees listed above without the City's authorization.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: AECOM TECHNICAL SERVICES, INC.

Trade Name:

Address: 30 KNIGHTSBRIDGE ROAD, STE 520
PISCATAWAY, NJ 08854-3963

Certificate Number: 0096113

Effective Date: July 01, 1991

Date of Issuance: November 26, 2024

For Office Use Only:

20241126080632786

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.
AECOM TECHNICAL SERVICES, 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) 5

Exemption from FATCA reporting code (if any) D

(Apply to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1178 PAYSHERE CIRCLE

6 City, state, and ZIP code
CHICAGO, IL 60674

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See specific instructions on page 3.

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

9	5	-	2	6	6	1	9	2	2
---	---	---	---	---	---	---	---	---	---

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 ▶ Angie A. Claidge Date ▶ 1/4/2023

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*.

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

If yes, please submit a copy of such approval

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

Yes No

If yes, please submit a copy of such certificate

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C.127 and agrees to furnish the required documentation pursuant to the law.

Company: AECOM Technical Services, Inc. Signature: 

Title: Vice President

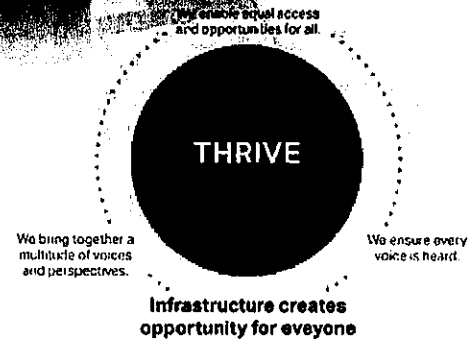


THRIVE

Equity, diversity and inclusion are core to our vision — a world where infrastructure creates opportunity for everyone

When we bring together a multitude of voices, ensure that every voice is heard and cultivate equitable opportunities for all, we are stronger, smarter and better.

Our commitment to equity, diversity and inclusion enables us to better anticipate our clients' needs, understand the challenges facing the communities we serve, drive innovation that propels our industry forward and realize our purpose of delivering a better world.



Equity

We enable equal access and opportunities for all.

We recognize that we don't all start from the same place because advantages and barriers exist. We aim to correct the imbalance, ensuring that everyone has access to the same opportunities for professional development, career advancement and business opportunities.

Diversity

We bring together a multitude of voices and perspectives.

We strive to be as unique as the communities we serve. Diversity of ideas, perspectives and backgrounds is critical for business success. The ways in which we differ (visible & invisible) fuel innovation and give us competitive advantage.

Inclusion

We ensure every voice is heard.

We are fostering an environment of respect and belonging, where we are free to be our whole selves, every voice is welcome and valued and we are enabled to do our best work.

Policy & Process

At AECOM we believe in embracing our differences. That includes gender, race, ethnicity, age, disability, sexual orientation, gender identity, cultural background, religious beliefs, and everything else that makes us who we are. ED&I are embedded in our core values and are key drivers of our success. We believe that when people feel respected and included, they can be more creative, innovative, and successful. An inclusive culture embraces and creates opportunities for all employees.

AECOM is committed to ensuring ED&I are integrated into our policies and processes. Our commitment is communicated through statements and policies including: Equality & Diversity Statement, Diversity and Inclusion Policy, Equal Opportunities Policy, Recruitment & Selection Policy, Training & Development Policy, and our Harassment and Grievance Policy. Our goal is to ensure employees have a safe and respectful environment, can be who they are, and to create a workplace where employees can feel a sense of belonging. Global and regional HR policies are regularly reviewed and updated to drive ED&I, which has resulted in the creation of new and updated programs and policies such as our guide and training for gender transitioning and creating agile working policies. We are fully committed to continually refining processes and policies to ensure diversity of our employees, inclusion, and tolerance.

As a government contractor, AECOM is committed to complying with requirements for federal contractors and subcontractors, including Executive Order 11246, as amended, Section 503 of the Rehabilitation Act, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended. As such, AECOM will create and maintain written Affirmative Action Plans. U.S.-based employees are able to review the nonconfidential aspects of Affirmative Action Plans during normal business hours by contacting the Senior Director, Employee Relations and Compliance, who serves as the U.S. Equal Employment Officer.

Certification 3838

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

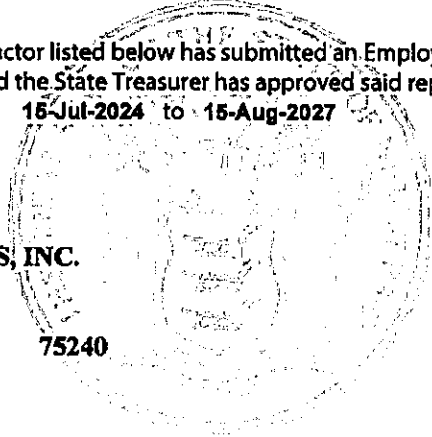
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jul-2024 to 15-Aug-2027**

AECOM TECHNICAL SERVICES, INC.

13355 NOEL RD

DALLAS

TX 75240



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO

State Treasurer

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: _____



Date: November 26, 2024

**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**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions. In pertinent part...**

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L 1993, c.65 (C.19:44A-7.2)

**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

AECOM Technical Services, 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 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).

|                                                  |  |
|--------------------------------------------------|--|
| <input type="checkbox"/> Dwayne D. Warren        |  |
| <input type="checkbox"/> Kerry J. Colby          |  |
| <input type="checkbox"/> Clifford Ross           |  |
| <input type="checkbox"/> Weldon M. Montague, III |  |
| <input type="checkbox"/> Nancy A. Esson          |  |
| <input type="checkbox"/> Quantavia L. Herbert    |  |
| <input type="checkbox"/> Adrienne Wooten         |  |
| <input type="checkbox"/> 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                            |
|-----------------------------------------------------------------------|-----------------------------------------|
| Earth Technology Corporation (USA) owns 100%                          | 300 S Grand Ave                         |
| Of AECOM Technical Services, Inc.                                     | Los Angeles, CA 900071                  |
| AECOM (ultimate owner - publicly traded on NYSE under the symbol ACM) | 13355 Noel Rd. #400<br>Dallas, TX 75240 |
|                                                                       |                                         |
|                                                                       |                                         |
|                                                                       |                                         |
|                                                                       |                                         |

**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: AECOM Technical Services, Inc.  
 Signed: David A. Blair Title: Vice President  
 Print Name: David A. Blair Date: November 26, 2024

Subscribed and sworn before me the 26 day of November, 2024  
Ann Marie Panzer Buehler (Affiant)  
 My Commission expires: \_\_\_\_\_

**ANNEMARIE PANZER BUEHLER**  
 NOTARY PUBLIC OF NEW JERSEY  
 Commission # 2338650  
 My Commission Expires 10/28/2025

## DESIGN ENGINEERING SERVICES AGREEMENT

This Design Engineering Services Agreement ("Agreement") effective this \_\_\_\_\_, 20\_\_\_\_\_, is by and between \_\_\_\_\_, a \_\_\_\_\_, ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

### 1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.

1.2 AECOM will provide the work products specifically commissioned by Client for delivery by AECOM to Client and listed in **EXHIBIT A** ("Deliverables") in accordance with the schedule ("Project Schedule").

2. **TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 27, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. **COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference.

4. **NOTICE** All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

**TO CLIENT:**

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_ [Project Manager]

**TO AECOM:**

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_ [Project Manager]

Claims-related notices shall be copied to:

\_\_\_\_\_

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver. Claims-related notices need to include the AECOM project name and number found in this Agreement as well as contact information of the person submitting the notice.

### 5. AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) placing into operation any plant or equipment; or (vi) Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM.

5.5 In the event that the Services include construction observation or similar field services, AECOM's responsibility shall be limited to determining general conformance with AECOM's design. Visits by AECOM to the Project Site and observations made by AECOM shall not relieve the Contractors of their obligation to conduct comprehensive inspections of the construction work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the Contractors of their responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work and for all safety precautions incidental thereto.

5.6 Any opinions of probable construction costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, since AECOM has no control over the market, economic conditions or the bidding procedures, AECOM, its directors, officers and employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Any reliance upon such opinions, whether by Client or third parties, do so at the relying party's own sole risk.

## **6. CLIENT'S RESPONSIBILITIES**

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

6.2 Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

**7. INDEPENDENT CONTRACTOR** Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

## **8. CONFIDENTIALITY**

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties by AECOM without the consent of Client, except to the extent reasonably believed necessary by AECOM for its performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed; provided that the information required for disclosure shall remain Confidential Information as to all other persons or entities pursuant to the terms of this Agreement, and provided further that AECOM shall promptly provide Client with written notice of such requirement.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall not be required to destroy Confidential Information held electronically in archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per regulatory, judicial or governmental order. All such retained Confidential Information shall be kept confidential by AECOM subject to and in accordance with the terms of this Agreement.

## **9. DATA RIGHTS**

9.1 All right, title and interest in and to any Deliverables, and excluding any AECOM Intellectual Property, shall be assigned by AECOM to Client upon full payment for the Deliverables. Client acknowledges and agrees that AECOM is the author of, and retains all rights, title and interest in all other intellectual property, including work papers, templates, details, designs, drawings, plans, renderings, analyses, calculations, models,

software, macros, applications, specifications, processes, procedures, interim or draft documents, methodologies, know-how, and any other instruments of service: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and (d) included within the Deliverables but which are generic, generally applicable to or standard in AECOM's business (collectively, "AECOM Intellectual Property"). To the extent the Deliverables contain, or Client's receipt of the Services require the use of AECOM Intellectual Property, to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment for the Deliverables and Services, a limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Intellectual Property solely and to the extent necessary to achieve the purposes stated in **EXHIBIT A**.

9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.

9.3 AECOM, in developing solutions, testing hypotheses, or documenting designs, may employ advanced technologies for simulation, information modeling, generative design, and the development of project documentation ("Technical Tools"). While these Technical Tools may result in digital files and/or simulations or models ("Datasets"), when not specifically defined within this Agreement, these Datasets will not constitute a Deliverable or portion thereof. Rather, the Technical Tools and Datasets will be a byproduct of AECOM's internal processes and will be AECOM's sole proprietary information. Notwithstanding anything to the contrary in this Agreement, any ownership and data rights provisions will not apply to such Technical Tools and Datasets and AECOM will remain the sole owner of such Technical Tools and Datasets.

9.4 Client understands and accepts that the Services and Deliverables provided by AECOM pursuant to this Agreement are intended by AECOM for the sole use by Client for the specific purpose stated in **EXHIBIT A**. Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless AECOM and its consultants and their directors, officers, employees, agents, representatives, affiliated and parent companies, ("AECOM Indemnities") against any and all claims, suits, causes of action, damages, losses, costs, expenses and liabilities (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), including reasonable attorneys' fees and costs of defense, to which AECOM or any of the AECOM Indemnities may become subject as a consequence of any use or modification of, reliance upon, or transmission to a third party of, said Services, Deliverables, AECOM Intellectual Property, by Client outside the scope of this Agreement without the express, written permission by AECOM.

**10. RECORD DRAWINGS** Client shall direct the Contractors to provide AECOM with updated red-line documentation which accurately and completely reflects any changes between the original design and the final construction. Record drawings to be delivered by AECOM to Client as a part of the Services ("Record Drawings") reflect the design provided by AECOM as modified by such updated information. Consistently with AECOM's defined Services, AECOM shall not have an obligation to independently validate such information related to the actual construction. AECOM makes no warranty or guarantee with regard to the accuracy or completeness of the information provided by the Contractors and third parties and shall bear no responsibility for any errors or omissions arising from or related to any defects or deficiencies in such information.

## **11. ELECTRONIC FILES**

11.1 Electronic files to be delivered under this Agreement, if any, contain information to be used for the production of contract documents for the Project and are provided solely as an accommodation to Client. The official Contract Documents of Record ("Contract Documents") are those documents produced by AECOM which bear seals and/or signatures. Unless otherwise expressly set forth in the Services, no electronic files delivered under this Agreement are Contract Documents.

11.2 The electronic files, if any, were created to supplement the official Contract Documents. Due to the possibility that files of this nature can be modified, either unintentionally or otherwise; or that the information contained in these files can be used in a manner for which they were not originally intended; or that electronic data may be corrupted by electronic transmission, AECOM makes no representation that the files, after

delivery, will remain an accurate representation of the source data in AECOM's possession, or are suitable for any other purpose or use.

11.3 All indications of AECOM's and AECOM's subconsultants' involvement, including but not limited to seals and signatures, shall be removed from each electronic display and shall not be included in any prints produced therefrom.

11.4 Client understands and agrees that the right to use the electronic files, if such are provided under this Agreement, is specifically limited to the Project and the purpose defined by AECOM and is conditioned upon proper payment for such use.

11.5 If a third-party license is required to access or use electronic files, Client acknowledges its responsibility at its own expense to obtain all applicable hardware and software needed to legally access the electronic files. AECOM shall have no liability for third parties' use of or reliance on such files.

## 12. CERTIFICATION

12.1 For purposes of this Agreement, "certification" means to state or declare a professional opinion based on the standard of performance set forth in Section 5.1 above.

12.2 AECOM shall not be required to execute certificates that would (i) result in AECOM having to certify, guarantee or warrant the existence of conditions whose existence AECOM cannot reasonably ascertain under the existing Services; (ii) require knowledge, services or responsibilities beyond the Services; or (iii) may, in AECOM's reasonable judgment, require AECOM to make a certification that would not normally be covered by AECOM's professional or other liability insurance. In addition, Client agrees not to make resolution of any dispute with AECOM or payment of any amount due to AECOM in any way contingent upon AECOM executing such certificates.

12.3 A professional's certification in no way relieves other parties from meeting their respective requirements imposed by contract or other means, including commonly accepted industry standards and practices. If required as a part of its Services, AECOM will provide a written report stating whether, in AECOM's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.

13. **CHANGED SITE CONDITIONS** The discovery of hazardous materials, hazardous wastes, pollutants, contaminants or concealed obstructions or utilities that could not reasonably have been anticipated from information provided to and reasonably apparent to AECOM constitutes a changed site condition. To the extent that such changed site condition increases the health and safety risks associated with the Services or requires AECOM to perform services different or in excess compared to those set forth in the Services, AECOM may, at its sole discretion, elect to suspend and/or terminate the related Services and shall be paid for the related Services up through the date of such termination. To the extent that the changed site conditions impact the cost, level of effort or schedule of the Services, equitable adjustments shall be made to the Services, schedule and fee under this Agreement.

14. **MATERIALS AND SAMPLES** Any items, substances, materials or samples removed from the Project Site for testing, analysis, or other evaluation will be returned to the Project Site unless otherwise agreed to by the Parties in writing. Client recognizes and agrees that AECOM is acting as a bailee and at no time assumes title to said items, substances, materials or samples.

15. **COMPLIANCE** The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

16. **FORCE MAJEURE** Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes,



lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

## **17. INSURANCE**

17.1 AECOM will maintain the following insurance coverages and amounts:

- 17.1.1 Workers Compensation insurance as required by Law;
- 17.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee.
- 17.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 17.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 17.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

## **18. INDEMNITY**

18.1 AECOM agrees to indemnify Client, its officers, directors and employees, from third party claims of loss or damage, exclusive of defense obligations, for bodily injury or property damage ("Claims"), to the proportional extent caused by AECOM's negligence or willful misconduct.

18.2 If Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that Client requires such Contractors to provide to Client.

**19. CONSEQUENTIAL DAMAGES WAIVER** NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

**20. RISK ALLOCATION AND RESTRICTION OF REMEDIES** THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE

DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$250,000 OR THE ACTUAL PAID COMPENSATION FOR THE SERVICES, WHICHEVER IS GREATER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

## **21. DISPUTES RESOLUTION**

21.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

21.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the claim, dispute or controversy to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a Party's admission. If the representatives are unable to resolve the dispute within 15 business days, either Party may pursue its respective legal and equitable remedies.

**22. GOVERNING LAW** All contract issues and matters of law will be adjudicated in accordance with the laws of the state where the Project is located, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction.

## **23. TERMINATION**

23.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

23.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

## **24. ASSIGNMENT**

24.1 Neither Party may assign this Agreement without the written consent of the other Party, which unconsented-to assignment shall be void ab initio.

24.2 Notwithstanding Section 24.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled, without additional consent, to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client.

**25. PARTIES IN INTEREST** Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

**26. WAIVER** Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

**27. SEVERABILITY AND SURVIVAL** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 10 (Record Drawings), 11 (Electronic Records), 12 (Certification), 14 (Materials and Samples), 17 (Insurance), 18 (Indemnity), 19 (Consequential Damages Waiver), 20 (Risk Allocation), 21 (Disputes Resolution), 22 (Governing Law), 24 (Assignment), 25 (Parties in Interest) and 27 (Severability and Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be revised to the limited extent necessary to make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

**28. PREPARATION OF AGREEMENT** Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

**29. SIGNATURES** Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

**30. ORDER OF PRECEDENCE**

- Executed Change Orders
- Design Engineering Services Agreement Article 31 "Special Terms and Conditions"
- Design Engineering Services Agreement Articles 1 through 30 and 32
- EXHIBIT B Compensation and Payment
- EXHIBIT A Services
- Other contract documents

**31. SPECIAL TERMS AND CONDITIONS**

|  |
|--|
|  |
|  |

**32. ENTIRE AGREEMENT** This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

**AECOM Technical Services, Inc.**

**CLIENT: City of Orange Township**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dwayne D. Warren, Esq.  
Mayor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Joyce L. Lanier  
City Clerk

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Gracia R. Montilus  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Address 29 North Day Street  
Orange, New Jersey 07050  
\_\_\_\_\_

)

(End of page)

**EXHIBIT A**  
**SERVICES**

Services:

|  |
|--|
|  |
|  |
|  |

Schedule:

|  |
|--|
|  |
|  |
|  |

Deliverables:

|  |
|--|
|  |
|  |
|  |

AECOM Project Manager

|               |  |
|---------------|--|
| Name          |  |
| Title         |  |
| Address       |  |
| Phone Number  |  |
| Email Address |  |

Client Project Manager

|               |  |
|---------------|--|
| Name          |  |
| Title         |  |
| Address       |  |
| Phone Number  |  |
| Email Address |  |

(End of page)

**EXHIBIT B**  
**COMPENSATION AND PAYMENT**

**1 COMPENSATION** The Services set forth in **EXHIBIT A** will be compensated on the following basis:

Advance retainer of [\$ ] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

:

Time & Material - See Section 2.1 for Hourly Labor Rates

Time and Materials with a Not-to-Exceed ("NTE") amount of ( \$ ). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

Lump Sum [\$]:

| Milestone/Deliverable & Date | Payment Amount |
|------------------------------|----------------|
|                              | \$             |

Cost Plus Fixed Fee: [Cost \$ and Fee \$ ]

Other:

|  |
|--|
|  |
|--|

**2. RATE SCHEDULE** Compensation shall be based on the following Hourly Labor Rate Schedule:

**2.1 HOURLY LABOR RATE SCHEDULE**

|  |    |
|--|----|
|  | \$ |
|  | \$ |
|  | \$ |
|  | \$ |
|  | \$ |
|  | \$ |
|  | \$ |
|  | \$ |
|  | \$ |
|  | \$ |
|  | \$ |
|  | \$ |
|  | \$ |
|  | \$ |
|  | \$ |
|  | \$ |

**2.2 OTHER HOURLY LABOR RATE CATAGORIES** If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

**2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS** The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

**3. REIMBURSEABLE EXPENSES** Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

**4. CHANGE ORDERS** The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

**5. INVOICING** AECOM will invoice Client on a monthly basis unless otherwise set forth herein.

## **6 PAYMENT**

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 23 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

### **6.6.1 AECOM LOCKBOX:**

AECOM Technical Services, Inc.  
1178 Paysphere Circle  
Chicago, IL 60674

### **6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:**

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address1: Building D  
Address2: 2000 Clayton Road  
City/State/Zip: Concord, CA 94520-2425  
Account Number: 5800937020  
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address: 100 West 33rd St  
City/State/Zip: New York, NY 10001  
Account Number: 5800937020  
ABA Routing Number: 026009593  
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at [cashappsremittance@aecom.com](mailto:cashappsremittance@aecom.com)

(End of page)



AECOM Project Name: \_\_\_\_\_  
AECOM Project No.: \_\_\_\_\_  
Change Order No.: \_\_\_\_\_

**EXHIBIT C**

**SAMPLE CHANGE ORDER FORM**

In accordance with the Consulting Services Agreement dated \_\_\_ 20\_\_\_ between \_\_\_\_\_("Client"), and \_\_\_\_\_, a \_\_\_\_\_ corporation, ("AECOM"), this Change Order, with an effective date of \_\_\_\_\_, 20\_\_\_ modifies that Agreement \_\_\_\_\_ as follows:

**1. Changes to the Services:**

|  |
|--|
|  |
|  |
|  |
|  |

**2. Change to Deliverables:**

|  |
|--|
|  |
|--|

**3. Change in Project Schedule (attach schedule if appropriate):**

|  |
|--|
|  |
|--|

**4. Change in CONSULTANT's Compensation:**

The Services set forth in this Change Order will be compensated on the following basis:

- No change to Compensation
- Time & Material (See **EXHIBIT B** for the Hourly Labor Rate Schedule)
- Time and Materials with a Not- to-Exceed amount of \$ \_\_\_\_\_. The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.
- Lump Sum \$ \_\_\_\_\_

| Milestone/Deliverable & Date | Payment Amount |
|------------------------------|----------------|
|                              | \$             |

- Cost Plus Fixed Fee:** Cost \$ \_\_\_\_\_ and Fee \$ \_\_\_\_\_

Therefore, the total authorized Compensation, inclusive of this Change Order is \$ \_\_\_\_\_.

**5. Project Impact:**

|  |
|--|
|  |
|--|

6. **Other Changes** (including terms and conditions):

- 7. All other terms and conditions of the Agreement remain unchanged.
- 8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

**AECOM Technical Services, Inc.**

**CLIENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

[End of Agreement]