

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2012-02

TITLE: APPOINTMENT OF MUNICIPAL ENGINEER FOR 2012 WITHOUT PUBLIC BIDDING

WHEREAS, the Township of Lower ("Township") has a need to acquire an acting municipal engineer as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will exceed \$17,500, and Hatch Mott MacDonald, LLC has submitted a proposal indicating that they will provide the goods or services described above for a price not to exceed \$493,000; and

WHEREAS, the anticipated term of this contract is six months and may be extended as approved by this governing body; and

WHEREAS, the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation # 2-01-20-165-201

Signature 

WHEREAS, Hatch Mott MacDonald, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Hatch Mott MacDonald, LLC has not made any reportable contributions to a political or candidate committee in the Township of Lower in the previous one year, and that the contract will prohibit the Hatch Mott Macdonald Engineers from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower hereby approves a contract with Hatch Mott MacDonald, LLC for the goods and services herein described and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and that a notice of Award of Professional Contract for the above appointment shall be published in the Township's Official paper.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a meeting held on January 4, 2012.


Claudia R. Kammer, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
DOUGLASS			X			
LARE		X	X			
BECK			X			

SF-MUN-ENG
041801 042302

AGREEMENT
FOR
PROFESSIONAL ENGINEERING AND PLANNING SERVICES

THIS AGREEMENT is made and entered into this 4th day of ~~December~~ ^{JANUARY} 2012, by and between **HATCH MOTT MacDONALD, LLC**, having its principal place of business at 27 Bleeker Street, Millburn, New Jersey 07041, hereinafter called "ENGINEER"; and **TOWNSHIP OF LOWER** a municipal corporation of the State of New Jersey, having offices at 2600 Bayshore Road, Villas, New Jersey 08251, hereinafter called the "CLIENT".

WHEREAS, CLIENT wishes to obtain professional engineering and planning consulting services through the year 2012 (sometimes referred to herein as the "Work", and

WHEREAS, the CLIENT desires that the ENGINEER be available to undertake such professional engineering services as the CLIENT may order hereunder, and

WHEREAS, CLIENT wishes to retain the services of Mark R. Sray and Thomas R. Thornton, Professional Engineers licensed by the State of New Jersey, with the firm Hatch Mott MacDonald, LLC in the position of Township Engineer, Zoning Board Engineer and Planning Board Engineer, respectively, for a one year period commencing on January 1, 2012 (sometimes referred to herein as the "Work"), and

WHEREAS, funds are available for this purpose;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, CLIENT and ENGINEER agree as follows:

SECTION 1 - BASIC SERVICES OF ENGINEER

a. ENGINEER shall provide the professional engineering services of the types described in Exhibit A hereto ("Further Description of Basic Services").

b. The ENGINEER is hereby authorized to perform General Municipal Engineering Services without further order.

c. For other Services Work Orders specifying the specific professional engineering services required will be issued hereunder from time to time by the CLIENT and will be mutually agreed by the CLIENT and the

ENGINEER. These Work Orders may be in the form annexed hereto as Exhibit A, Attachment 1. However, no particular formality is required for Work Orders and they may take the form of ordinary letters or oral directives from the CLIENT. All the terms and conditions of this Agreement shall apply to each Work Order as if set forth at length therein.

d. No Work Orders shall be issued unless funds have been appropriated for this purpose and duly committed to this Agreement. Each Work Order shall contain a certificate, from the CLIENT's authorized representative, of the availability of funds for this purpose and shall be accompanied by a certified copy of the CLIENT's Resolution authorizing the Work.

e. ENGINEER is retained as an independent contractor and not as an employee of the CLIENT.

f. ENGINEER shall be responsible to CLIENT for ENGINEER's negligent acts, errors or omissions in the performance of its professional engineering services and those of its subcontractors, agents and employees. However, ENGINEER shall not be responsible for any other persons, including but not limited to the agents, employees and contractors of CLIENT. **ENGINEER'S SERVICES SHALL NOT BE SUBJECT TO ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER.**

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

a. If authorized in writing by CLIENT and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services which will be paid for by CLIENT as indicated in Section 5. The following shall be Additional Services:

b. Services resulting from significant changes in the extent of the orders issued by the CLIENT or changes requested by CLIENT.

c. Additional or extended services made necessary by prolongation of the services ordered or acceleration of the ENGINEER's progress schedule.

d. Services after completion of the Work ordered -- Preparing to serve or serving as a consultant or witness (either expert or factual) for CLIENT in any arbitration, litigation, public hearing or other legal or administrative proceeding involving the Work.

e. Services normally furnished by CLIENT or other services not otherwise provided for in this Agreement and the Work Orders issued hereunder.

SECTION 3 - CLIENT'S RESPONSIBILITIES

CLIENT shall:

a. Provide all criteria and full information as to CLIENT's requirements for the services.

b. Assist ENGINEER by placing at his disposal all available information pertinent to the services including previous reports and any other data relative to the Work.

c. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

d. Examine all studies, reports, sketches and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination, within a reasonable time so as not to delay the services of ENGINEER.

e. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT'S policies and make decisions with respect to the Work.

f. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any alleged defect or non-conformity in the work of the ENGINEER.

g. Furnish or request ENGINEER to provide necessary Additional Services as required for the Work.

h. Provide all record-keeping and file all reports required to comply with the CLIENT's legal responsibility.

SECTION 4 - PERIOD OF SERVICE

a. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this

Agreement have been agreed to in anticipation of the orderly and continuous progress of the services through completion.

b. If there are material modifications or changes in the extent of the services or in the time of performance of ENGINEER's services, the various rates of compensation and the time of completion of the services shall be equitably adjusted appropriately.

c. This Agreement shall cover the period from January 1, 2012, through December 31, 2012.

SECTION 5 - PAYMENTS TO ENGINEER

a. CLIENT shall pay ENGINEER for Basic Services rendered on a time and materials basis under ENGINEER's 2012 Rate Schedule, attached hereto as Exhibit B.

b. A not to exceed amount shall be established by mutual agreement for each work order.

c. The not to exceed amount shall not be exceeded without the express written authorization of CLIENT. If at any time the ENGINEER determines that, without the fault of the ENGINEER, the not to exceed amount will not be sufficient to complete the services, he shall give notice of the same to the CLIENT, accompanied by his estimate of the additional funding necessary to complete such services, whereupon the CLIENT shall have the option of either providing the additional funds necessary for the completion of the services (in which case the Work Order shall be amended by mutual agreement to set forth the additional amounts) or reducing the further services to be provided by the ENGINEER consistent with the remaining funds in the not to exceed amount (in which case the Work Order shall be amended by mutual agreement to set forth the revised scope of work).

d. For Additional Services. CLIENT shall pay ENGINEER for additional Services rendered under Section 2 as follows:

e. For Additional Services rendered under Section 2(a) on the basis of ENGINEER's Hourly Rate Schedule in effect at the time the services are rendered, and the actual hours of services rendered by any employees assigned to the Project. The ENGINEER may also be contracted and paid on a lump sum basis for specific projects, as agreed upon by the CLIENT.

f. Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER, the amount billed therefore times a factor of 1.10.

g. For Reimbursable Expenses. In addition to payments provided for in Paragraph 5(d), CLIENT shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with Additional Services during the project.

h. The terms ENGINEER's Hourly Rate Schedule and Reimbursable Expenses shall have the meanings assigned to them in Paragraph 5(l) hereinafter.

i. Times of Payments -- ENGINEER shall submit monthly statements for Basic and Additional Services rendered (based upon a time and materials summary or percent complete for projects contracted on a lump sum basis) and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments in response to ENGINEER's monthly statements.

j. Other Provisions Concerning Payments If CLIENT fails to make any payment due ENGINEER for services and expenses within thirty (30) days after the date of the ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1 1/2% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven (7) days' written notice to CLIENT, suspend services under this Agreement until he has been paid in full all amounts due him for services and Reimbursable Expenses.

k. In the event of a termination under paragraph 6(a) of this Agreement, ENGINEER will be paid for all unpaid Basic Services, Additional Services and unpaid Reimbursable Expenses, to the date of termination.

l. Reimbursable Expenses.

Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; telephone calls and telegrams; postage and delivery charges; photographic and photocopying expenses; and reproduction of reports, drawings, specifications, and other Work-related items as are set forth in the "Expenses" Schedule of Exhibit B.

m. ENGINEER's Hourly Rate Schedule. ENGINEER's 2012 Rate Schedule is set forth in Exhibit B.

SECTION 6 - GENERAL PROVISIONS

a. Termination -- Either the CLIENT or the ENGINEER may terminate this Agreement without advance notice and effective immediately for cause which, on the part of the ENGINEER shall be for breach of the terms and conditions of this Agreement, and, on the part of the CLIENT, shall be for failure to make the payments under the terms of this Agreement; or, otherwise, with or without cause, upon ten (10) days advance written notice to the other party.

b. Reuse of Documents -- All documents prepared and delivered by ENGINEER pursuant to this Agreement are instruments of service in respect of the Work ordered. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Work or on any other project. CLIENT shall not reuse said documents without the express written consent of ENGINEER. Any such reuse shall be at the sole risk of the CLIENT.

c. Project Records -- As used in this Agreement, the term, "Records", shall include plans, reports, documents, field notes, work product, or other items generated or obtained for

the Project by ENGINEER. Only original signed and sealed documents and drawings shall constitute Records. Unsigned or unsealed copies, prints, CADD files, computer programs, magnetic deliverables and/or any other media shall not be considered Records. If there is a discrepancy between the signed and sealed Records and any other documents or drawings, the Records shall prevail.

d. Records which are instruments of service deliverable under this Agreement shall become the property of the CLIENT upon payment for all the Work. Originals of Records shall remain in the possession of the ENGINEER. The CLIENT shall be entitled to additional copies of all Records within a reasonable period of time after forwarding a written request to the ENGINEER, provided that the CLIENT has paid the ENGINEER for all the Work. ENGINEER shall be compensated for the reasonable costs of research and reproduction of the additional copies of the requested Records.

e. This Agreement is to be governed by the laws of the State in which the services are to be performed.

f. CLIENT and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

g. Neither CLIENT nor ENGINEER shall assign this Agreement without the express written consent of the other, except as stated in Paragraph 6(f) and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and

subcontractors as he may deem appropriate to assist him in the performance of the Work hereunder.

h. Nothing in this Agreement shall be construed to give any rights or benefits hereunder to any one other than CLIENT and ENGINEER.

i. Estimates of Cost -- Since ENGINEER has no control over the cost of labor, materials or equipment, or over contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of estimated Project cost or construction cost are to be made on the basis of his experience and qualifications and represent his professional judgment as an engineer, but ENGINEER cannot and does not guarantee that such cost will not vary from opinions of estimated cost prepared by him.

j. Notwithstanding anything else to the contrary herein, the liability of either party to the other under this Agreement (whether by reason of breach of contract, tort or otherwise, including under any applicable indemnification provisions) shall be limited to the greater of: (a) the amount of professional service fees paid to the ENGINEER under this Agreement; or (b) the amount of liability insurance posted by the CLIENT at the time of execution of this Agreement. ENGINEER and the CLIENT hereby waive their respective rights to any and all claims against each other for special, indirect or consequential damages.

SECTION 7 - EXHIBITS AND SPECIAL PROVISIONS

The following Exhibits are attached to and made a part of this Agreement:

- a. Further Description of Basic Services (Exhibit A).
- b. The ENGINEER's Schedule of Hourly Rates and Expenses (Exhibit B).
- c. Mandatory Affirmative Action Clause (Exhibit C).

d. This Agreement is subject to the following special provisions -- The mandatory language of applicable equal employment opportunity and affirmative action laws and regulations promulgated by the federal and state governments having jurisdiction are incorporated by reference into this Agreement. ENGINEER agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the appropriate authorities.

e. Insurance -- ENGINEER shall carry the following insurance during the performance of its services and shall provide certificates of insurance evidencing its coverage, prior to starting the Work. The certificates of insurance shall provide for advance notice to the CLIENT of any subsequent modification or cancellation of the coverages.

i. Worker's Compensation Insurance with statutory coverage and \$1,000,000 employer's liability coverage.

ii. Commercial General Liability Insurance with aggregate annual limits of \$1,000,000.

iii. Automobile Liability Insurance with aggregate annual limits of \$1,000,000.

iv. Professional Liability Insurance with aggregate annual limits of \$1,000,000.

SECTION 8 - ENTIRE AGREEMENT

This Agreement (consisting of Pages 1 to 6, inclusive), together with the Exhibits identified in Section 7 above), constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement and said Exhibit may only be amended, supplemented, modified or cancelled by the terms of a mutually agreed written instrument. In case of any inconsistency between the terms of a Work Order and this Agreement, the terms of this Agreement shall prevail, unless the terms of the

Work Order expressly provide that the terms of the Work Order are to prevail.

SECTION 9 - NON-FAIR AND OPEN CONTRACT CONTRIBUTION PROHIBITION

Political contribution Disclosure. This contract has been awarded to ENGINEER based on the merits and abilities of ENGINEER to provide the good or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that ENGINEER, it's subsidiaries, assigns or principals controlling in excess of 10% of the

company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the *municipality* if a member of that political party is serving in an elective public office of that *municipality* when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that *municipality* when the contract is awarded.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

ATTEST:

TOWNSHIP OF LOWER

Claudia R. Karman

By Michael E Beck

Michael E. Beck
Type or Print Name

MAYOR
Title

ATTEST:

HATCH MOTT MacDONALD, LLC

[Signature]

By [Signature]

James G. Coe
Executive Vice President

EXHIBIT A

FURTHER DESCRIPTION OF BASIC SERVICES

This is Exhibit A, attached to, made a part of and incorporated by reference into the Agreement for Professional Engineering Services. The Basic Services of ENGINEER as described in SECTION 1 of the Agreement are supplemented as indicated below:

ENGINEER shall perform all engineering duties required to be performed on behalf of the CLIENT and the laws of the State of New Jersey. ENGINEER shall perform such other services and duties as may be necessitated and as authorized by the CLIENT and to provide the necessary engineering services to the officials of the CLIENT.

Whenever it is determined by the CLIENT to be desirable or necessary in the performance of its work, the CLIENT shall call upon ENGINEER to perform specific consulting engineering services.

These services may include review of wastewater systems, operations and recommendations for modifications or improvements, preparation of reports or studies on the CLIENT's infrastructure, preparation of plans and specifications for new rehabilitation of existing facilities and/or infrastructure, roadway improvements, park and recreation, marine and coastal improvements, cost estimates, assistance in systems operations, preparation of applications to regulatory agencies, attendance at Township meetings, special meetings and meeting with regulatory agencies, any other consultation services related to general and specific municipal engineering services, such as, tax map preparation and revisions.

Hatch Mott MacDonald will specifically assign Mr. Mark R. Sray, P.E. to the position of Township Engineer for the full course of the contract period unless specifically approved otherwise by the CLIENT.

This contract with the ENGINEER for professional Engineering and Planning Services for 2012 shall not exceed \$493,000.00 unless amended by the CLIENT.

EXHIBIT A
Attachment A-1

WORK ORDER NO.

This Work Order is issued between **TOWNSHIP OF LOWER** and **HATCH MOTT MacDONALD, LLC**, pursuant to the Agreement for Professional Engineering and Planning Services between the parties dated ~~December~~ ^{Jan.}, ~~2011~~ ²⁰¹² and subject to all the terms and conditions thereof.

SCOPE OF WORK TO BE PERFORMED

The ENGINEER is hereby requested to perform the following services (the "Work"):

COMPENSATION

The ENGINEER shall be compensated as follows:

AUTHORIZATION

The undersigned Authorized Representative represents that funds have been duly appropriated and committed for this Work Order and that the Work has been duly authorized by the CLIENT. A copy of the CLIENT's authorizing Resolution is annexed hereto.

ACCEPTED:

TOWNSHIP OF LOWER

Dated: _____

By _____

Type or Print Name

Title

HATCH MOTT MacDONALD, LLC

Dated: _____

By _____

James G. Coe
Executive Vice President

Exhibit B



2012 Hourly Rate Schedule
Township of Lower
Township of Lower Planning Board
Township of Lower Zoning Board of Adjustment

	<u>Per Hour*</u>
Municipal Engineer / Planning Board Engineer / Zoning Board Engineer	\$138.00
Vice Presidents / Principals	\$154.00
Principal Project Managers / Associates / Senior Associates	\$138.00
Sr. Project: Engineer, Architect, Landscape Architect, Manager, Scientist, Geologist	\$138.00
Project Managers / Project Engineers / Project Architects	\$125.00
Project Scientists / Project Geologists	\$123.00
Sr. Engineers / Sr. Designers / Sr. Architects / Sr. GIS & CAD Specialists	\$119.00
Sr. Scientists / Sr. Geologists / Sr. Environmental Specialists	\$119.00
Senior Surveyors (Licensed, V).....	\$117.00
Inspectors	\$90.00
Engineers / Designers / Architects.....	\$81.00 to \$111.00
Scientists / Geologists / Environmental Scientists.....	\$75.00 to \$109.00
Surveyors / Crew Chiefs / Field Technicians	\$58.00 to \$102.00
Drafters / CAD Operators / GIS Technicians / Engineering Technicians	\$58.00 to \$ 92.00
Administration / Project Support	\$46.00 to \$ 75.00

* Hourly rates for special consultations and services in conjunction with litigation are available on request.

EXPENSES

Personal Auto / Company Auto.....	\$0.51 ¹ / mile
Company Vans / Company Pick-Up.....	\$0.51 / mile
Photocopies, Printing & Reproduction	Variable
UPS / Federal Express /Postage /Messenger Service	Direct + 10%
Subcontractors (including Contract Laboratory)	Direct + 10%
Telephone (Cellular).....	Variable
Field Equipment	Variable

¹Varies, changes in accordance with Federal Rate Standard

Invoices are payable within 30 days of invoice date.
Delinquent bills are subject to finance charges of 1.5% per month.
The client shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.

EXHIBIT C

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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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, 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

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.

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8

TOWNSHIP OF LOWER

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, **does hereby certify that the business entity by the name** Hatch Mott MacDonald, LLC 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 January 3, 2011 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *Township of Lower* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Thomas Conrad	Lower Township Regular Republican Organization
Erik Simonsen	Any other present or future candidate committee or
Glenn Douglass	Joint candidate committee or local political party
Kevin Lare	Committee formed for the election of members of the
Michael Beck	Lower Township governing body.

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
	Please see attached Ownership Disclosure Statement

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Hatch Mott MacDonald, LLC

Signed: 

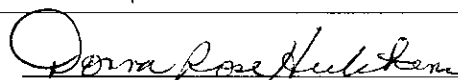
Title: Executive Vice President

Print Name: Albert N. Beninato, P.E.

Date: December 19, 2011

Subscribed and sworn before me this 19 day of
December, 2011.

My Commission expires: November 18, 2014



(Affiant)

Donna Rose Hutchens, Notary

(Print name & title of affiant) (Corporate Seal)

DONNA ROSE HUTCHENS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 18, 2014

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Hatch Mott MacDonald, LLC

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders: Please see attached Ownership Disclosure Statement

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 9 day of December, 2011

(Notary Public) *Donna Rose Hutchens*

My Commission expires: November 18, 2014

Albert N. Beninato
(Affiant)

Albert N. Beninato, P.E., Executive Vice President
(Print name & title of affiant)

(Corporate Seal)

DONNA ROSE HUTCHENS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 18, 2014

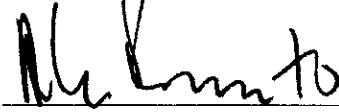
HATCH MOTT MACDONALD LLC

STATEMENT OF OWNERSHIP

Hatch Mott MacDonald LLC, a Delaware limited liability corporation, is a wholly-owned subsidiary of Hatch Mott MacDonald Holdings, Inc., a Delaware corporation, which in turn is a wholly-owned subsidiary of Hatch Mott MacDonald NY, Inc., a New York corporation, which in turn is a wholly-owned subsidiary of Hatch Mott MacDonald Group, Inc., a Delaware corporation. The common stock of Hatch Mott MacDonald Group, Inc. is 40% owned by Hatch Associates, Inc., a Canadian corporation, 40% owned by Mott MacDonald International, Ltd., a corporation of the United Kingdom, and 20% owned by senior executives of the Hatch Mott companies. No natural person has more than a ten percent (10%) ownership interest in Hatch Mott MacDonald Group, Inc. or any of its subsidiary companies.

HATCH MOTT MACDONALD LLC

By:



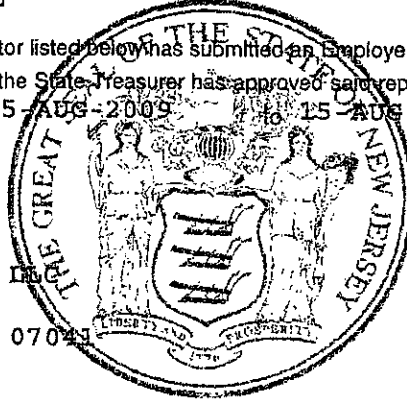
Albert N. Beninato, P.E.
Executive Vice President

Certification 2062

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.† et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2009 to 15-AUG-2012

HATCH MOTT MACDONALD, INC.
27 BLEEKER STREET
MILLBURN NJ 07041



A handwritten signature in black ink, appearing to read 'D. A. R.', written over a horizontal line.

State Treasurer

New Jersey – Business Registration Certificate

11/23/05

Taxpayer Identification# 161-006-700/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

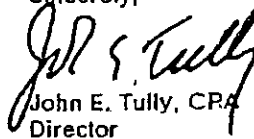
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

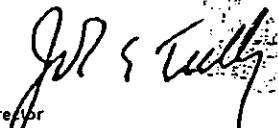
We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730

I wish you continued success in your business endeavors:

Sincerely,


John E. Tully, CPA
Director

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: HATCH MOTT MACDONALD, LLC	TRADE NAME:	
ADDRESS: 27 BLEEKER ST MILLBURN NJ 07041	SEQUENCE NUMBER: 1169109	
EFFECTIVE DATE: 01/01/05	ISSUANCE DATE: 11/23/05	
FORM-BRC(08-01)	 Director	
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		