

**CITY COUNCIL****The City of Orange Township, New Jersey**DATE November 14, 2022NUMBER 439-2022**TITLE:**

**A RESOLUTION AUTHORIZING LEWIS CONSULTING GROUP, INC., 2604 ATLANTIC AVENUE, SUITE 600, WALL, NEW JERSEY 07719 TO PROVIDE PROFESSIONAL PRELIMINARY ASSESSMENT REPORT (PAR) SERVICES FOR ROPES PLAYGROUND IN AN AMOUNT NOT TO EXCEED \$3,500.00.**

**WHEREAS**, the City of Orange Township did duly advertise on November 19, 2021, for Request for Qualifications for Consulting Services; and

**WHEREAS**, on December 7, 2021, the City of Orange Township received ten (10) qualification proposals; and

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

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

**WHEREAS**, Municipal Council of the City of Orange Township did approve by Resolution #23-2022 the ten (10) bidders to provide professional consulting services to the City of Orange Township on an "as needed" basis for the period of January 1, 2022, through December 31, 2022; and

**WHEREAS**, Resolution #23-2022 did not establish a contract and only listed qualified professionals for consideration on future projects; and

**WHEREAS**, a separate resolution is needed to enter into a contract for professional preliminary assessment report services; and

**WHEREAS**, the Director of Public Works & Engineering agreed to select Lewis Consulting Group, Inc. from the approved list of qualified professionals to provide preliminary assessment report for Ropes Playground; 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. T-11-00-000-000-000.

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

1. The Mayor is hereby authorized and directed to execute the attached Agreement with Lewis Consulting Group, Inc. in an amount not to exceed \$3,500.00.
2. Notice of this action shall be printed in the Orange Transcript as required by law within ten (10) days of its passage.

3. The agreement herein and this resolution are contingent upon certification of funds appropriate funding to render payment for services provided within.

Adopted:

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Joyce L. Lanier  
City Clerk

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Tency A. Eason  
Council President

**CITY COUNCIL****The City of Orange Township, New Jersey**DATE January 4, 2021NUMBER 23-2022

**TITLE: A RESOLUTION APPROVING QUALIFIED CONSULTANT ENGINEERS TO PROVIDE CONSULTING ENGINEERING ON AN "AS NEEDED" BASIS FOR ONE (1) YEAR COMMENCING JANUARY 1, 2022 THROUGH DECEMBER 31, 2022.**

**WHEREAS**, the City of Orange Township did duly advertise on November 19, 2021, for Request for Qualifications for Consulting Engineering Services; and

**WHEREAS**, on December 7, 2021, the City of Orange Township received ten (10) qualification proposals; and

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

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

**WHEREAS**, this is not a contract and is only a list of qualified professionals. Another resolution shall be needed to enter a contract setting forth the rates and terms.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Orange Township does hereby approve those listed below to provide professional consulting engineering services to the City of Orange Township on an "as needed" basis for the period of January 1, 2022 through December 31, 2022:


1. Remington & Vernick Engineers  
One Harmon Plaza, Suite 210  
Secaucus, New Jersey 07094
2. Pennoni Associates  
24 Commerce Street, Suite 300  
Newark, New Jersey 07102
3. Lewis Consulting Group  
2604 Atlantic Avenue, Suite 600  
Wall, New Jersey 07719
4. T&M Associates  
1455 Broad Street, Suite 250  
Bloomfield, New Jersey 07003

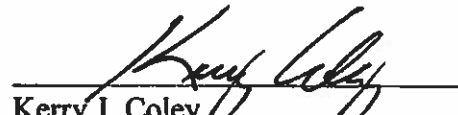
  
A. M. [unclear]

5. **Boswell Engineering**  
330 Phillips Avenue  
South Hackensack, New Jersey 07606
  
6. **Neglia Engineering**  
34 Park Avenue  
Lyndhurst, New Jersey 07071
  
7. **Mott MacDonald**  
412 Mt Kemble Avenue Suite G22  
Morristown, New Jersey 07960
  
8. **Brightview Engineering**  
651 Old Mount Pleasant Avenue, Suite 100  
Livingston, New Jersey 07039
  
9. **American Forensic Engineering**  
7 Hilltop Road  
Kinnelon, New Jersey 07405
  
10. **Matrix New World Engineering**  
26 Columbia Turnpike  
Florham Park, New Jersey 07932

**BE IT FURTHER RESOLVED** that a copy of this resolution shall remain on file in the Office of the Municipal Clerk of the City of Orange Township.

**Adopted: January 4, 2022**

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

  
\_\_\_\_\_  
Kerry J. Coley  
Council President

**RESOLUTION NO. 23-2022**

**ON CONSENT AGENDA**

**REGULAR COUNCIL MEETING – January 4, 2022**

**MOTION TO ADOPT: Ross**

**SECOND: Eason**

**YEAS: Eason, Johnson, Jr., Montague, III, Ross, Summers-Johnson, & Council President Coley**

**NAYS: None**

**ABSTENTIONS: None**

**ABSENCES: Wooten**

CITY OF ORANGE  
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS  
Municipal Open Space Trust Fund

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 Municipal Open Space Trust Fund to Contract with:

Vendor Name: Lewis Consulting Group, Inc.  
Address#1: 2604 Atlantic Ave.  
Suite 600

City: Wall  
State: New Jersey  
Zip Code: 07719

Purpose: Professional preliminary assessment report (par) Ropes playground

Fund: Municipal Open Space Trust  
Account Name : Municipal Open Space Trust Reserves  
Account Numbers: T-11-00-000-000-000

Vendor ID: LEWIS020

Purchase Order #: 22-01943

PENDING RESOLUTION

Amount not to exceed: \$ 3,500.00

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Division Head

Date

*Nile Clements*

10/27/2022

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Chief Financial Officer

Date

# AGREEMENT

This is an agreement made on \_\_\_\_\_, 2022 between the City of Orange Township, the “City” with an address at 29 North Day Street, Orange, New Jersey 07050, and **Lewis Consulting Group** (the “**Consultant**”) with an address at 2604 Atlantic Avenue, Suite 600, Wall, New Jersey 07719.

## **RECITALS**

**WHEREAS**, the City of Orange is a municipal corporation of the State of New Jersey, and has its principal place of business at 29 North Day Street, Orange, New Jersey 07050.

**WHEREAS**, the City hereby retains and employ the services of **Lewis Consulting Group** to provide **preliminary assessment report for Ropes Playground located at 217 Bradford Street, Orange, New Jersey** in accordance with the terms and conditions provided in this agreement and in the proposal dated **October 20, 2022**.

**WHEREAS**, the “**Consultant**” is duly licensed to practice in the State of New Jersey and desires to render professional services for the City as provided in the agreement.

**NOW, THEREFORE**, the City engage the services of the “**Consultant**” and in consideration of the recitals and the mutual promises contained in this agreement, the parties agree as follows:

1. This agreement shall be effective commencing on the date approved by **Resolution # \_\_\_\_\_-2022** dated \_\_\_\_\_, 2022 of the City Council of the City of Orange Township, and shall continue in effect until completion of the project, unless sooner terminated by the City by giving ten (10) days written notice to the other party.

## SERVICES

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2. The “**Consultant**” shall render **preliminary assessment report for Ropes Playground, Orange, New Jersey** in accordance with its proposal, dated **October 20, 2022**, a copy of which is attached here to.

## USE OF AGENTS OR ASSISTANTS

3. To the extent reasonably necessary for the “**Consultant**” to perform the duties under this contract, the “**Consultant**” is authorized to engage the services of any agents or assistants that deems reasonably necessary. Further, the “**Consultant**” may employ, engage, or retain the services of any other person or corporation to aid or assist in the proper performance of “**Consultant**” duties. The cost of the services of these agents or assistance will be borne by “**Consultant**” and any expenses incurred by the “**Consultant**” in engaging any agents or assistants shall be borne by the “**Consultant**”.

## THE COST OF SUPPLIES AND EQUIPMENT

4. The cost of supplies, equipment and facilities necessary for the “**Consultant**” to meet its obligations under the terms of this agreement shall be solely borne by the “**Consultant**”.

## FEE

5. For services to be rendered under this agreement, the “**Consultant**” shall be entitled to a fee of \$ **3,500.00**.

## DEVOTION OF TIME

6. The “**Consultant**” shall devote sufficient time to the performance of the duties under this agreement as is reasonably necessary for a satisfactory performance. Should the City require additional services not included in this



agreement, the “**Consultant**”, shall subject to Paragraph 5, make a reasonable effort to perform these additional services without decreasing the effectiveness of the performance of the duties required by this agreement.

## **INSURANCE**

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

## **PRIOR AGREEMENTS SUPERSEDED**

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

## **ASSIGNMENT**

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

## **PARTIES BOND**

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

## **ATTORNEY'S FEES**

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

## **GOVERNING LAW**

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

## **AMENDMENT**

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

## **LEGAL CONSTRUCTION**

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

## **NOTICE**

15. All notices and other communications shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when sent to the

parties at their respective addresses as set forth above, unless a different address has been selected after the execution of this agreement and has been duly communicated to the party giving notice.

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

Attest:

City of Orange Township

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

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

\_\_\_\_\_  
Lewis Consulting Group      Date  
2604 Atlantic Ave, Suite 600  
Wall, New Jersey 07719

Approved as to Form and Sufficiency

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



*Environmental Consulting Services*

October 20, 2022

*Transmitted via email: [MMayes@orangeni.gov](mailto:MMayes@orangeni.gov)*

Mr. Marty Mayes  
City of Orange Township  
29 North Day Street  
Orange, New Jersey

**RE: PROPOSAL FOR PROFESSIONAL SERVICES  
PRELIMINARY ASSESSMENT REPORT (PAR) FOR ROPES PARK (GREEN ACRES)  
217 BRADFORD STREET (BLOCK 701, LOT 5)  
CITY OF ORANGE TOWNSHIP, ESSEX COUNTY, NEW JERSEY  
LCG PROPOSAL NO. 22-2792**

Dear Mr. Mayes:

Pursuant to your request, Lewis Consulting Group (LCG) is pleased to present this proposal to perform Professional Services in connection with the above-referenced property located at 217 Bradford Street, City of Orange Township, Essex County, New Jersey (hereafter referred to as "the Site"). Contract items and fees are outlined in the attached Description of Services and Fees.

LCG has prepared this proposal based on information provided by the City of Orange Township (the "Client"), the City of Orange Township (the "City") and the New Jersey Department of Environmental Protection (NJDEP). Any changes made to the Scope of Work (SOW) outlined within this proposal will be forwarded to the client immediately. LCG is pleased to provide you with a cost estimate for the following SOW in connection with the Site:

<b>TASK ID</b>	<b>TASK DESCRIPTION</b>
Task 1	Preliminary Assessment Report – Green Acres Compliant

The following is a description of the SOW to be provided and the estimated fee costs. LCG will complete the SOW as detailed below.

## **SCOPE OF WORK**

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### ***Task 1: Preliminary Assessment Report***

LCG will conduct a Preliminary Assessment Report (PAR) in accordance with New Jersey Technical Requirements for Site Remediation (N.J.A.C. 7:26E) and in accordance with the requirements of the New Jersey Green Acres program. The services will include the following:

1. On-site examination of the property and existing facilities for visible evidence of contamination of the site with toxic or hazardous materials.
2. A review of available aerial photography to obtain a historical perspective of land use on this site and surrounding properties, if possible.
3. Review of adjacent sites to evaluate recognized environmental conditions.
4. A check of the following list of Regulatory Agency Data Bases listing reported releases of hazardous substances within a one-mile radius of the site.
  - RCRA (Resource Conservation and Recovery Act) Generators List
  - NPL (National Priority Listing) Federally designated Superfund sites
  - SARA (Superfund Amendments and Reauthorization Act) Toxic Release List

Our investigation will include site history information from sources including, but not limited to, Sanborn Fire Insurance Maps, MacRae's Industrial Directory, Title and Deed, Site plans and facility as-built drawings, Federal, State, county and local government files. In addition, the site history from the time the site was naturally vegetated, including names of all owners and operators, dates of ownership of each owner, dates of operation of each operator; and brief descriptions of the past industrial/commercial usage of the site by each owner and operator.

If the site area exceeds two acres, an interpretation of the aerial photographic history of the site, based on available current and historical color, black and white and infrared aerial photographs (scale 1:18,000 or less) of the site and surrounding area at a frequency which provides the evaluator with a historical perspective of site activities. The photographic history shall date back to 1932 or to the earliest photograph available.

## PROJECT COSTS

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A breakdown of the estimated cost for the aforementioned scope of work is as follows:

<b>TASK</b>	<b>DESCRIPTION</b>	<b>COST</b>
<b>Task 1:</b>	<b>Preliminary Assessment Report – Green Acres Compliant</b>	<b>\$ 3,500.00</b>
<b>Estimated Total:</b>		<b>\$ 3,500.00</b>

Out-of-Scope or additional work will only be performed upon authorization. Out-of-Scope services will be billed on a time and materials basis. These costs may be reduced or increased based on the actual time and materials utilized to safely complete Out-of-Scope services, and the requirements set forth by the NJDEP or the City. All work will be performed in accordance with our attached Standard Rate Schedule.

## SCHEDULE AND PAYMENT

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LCG is prepared to begin implementation of the remaining scope of work **immediately** upon authorization. This scope of work was developed based on our current understanding and nature of the project. LCG will keep you apprised of all field and reporting activities. To authorize LCG to conduct this work and to verify your acceptance of this proposal, the attached Schedule of Rates, and LCG's Terms and Conditions, please sign below and email or fax this page to my attention at (732) 276-9401.

Thank you for the opportunity to provide you with this proposed scope of work description, and we look forward to working with you on this project. Please do not hesitate to contact me with any questions or comments at 732-276-2420.

Sincerely,

**LEWIS CONSULTING GROUP**



Zachary D. Lewis, President

**WORK SCOPE ACCEPTED BY:**

**Name:** \_\_\_\_\_

**Title & Date:** \_\_\_\_\_



*Environmental Consulting Services*

**LEWIS CONSULTING GROUP**

*Schedule of Rates as of January 1, 2022*

<b><u>Personnel Rates</u></b>	<b><u>Per Hour</u></b>
President	\$170.00
Senior Project Manager	\$148.00
Project Manager	\$135.00
NJ Licensed Site Remediation Professional (LSRP)	\$197.00
Senior Geologist	\$125.00
Geologist	\$ 91.00
Senior Project Scientist	\$112.00
Project Scientist	\$101.00
Senior Environmental Scientist	\$105.00
Environmental Scientist	\$ 95.00
Senior Environmental Specialist	\$101.00
Environmental Specialist	\$ 85.00
Senior Remedial Technician	\$100.00
Remedial Technician	\$ 80.00
Environmental Technician II	\$ 70.00
Environmental Technician I	\$ 60.00
Lead Inspector	\$118.00
Asbestos Inspector	\$118.00
Asbestos Safety Technician	\$130.00
Asbestos Designer	\$130.00
Laborer	\$ 55.00
GIS Specialist	\$ 80.00
Graphics/CAD	\$ 75.00
Administrative	\$ 65.00

Testimony at public hearings, depositions and court will be billed at 1.5 times the individual rate.

All subcontractor fees are charged at cost plus 20 percent.

Supplies, equipment and material cost to be charged at cost plus 20 percent.

All mileage is charged at USGSA Privately Owned Vehicle (POV) Mileage Reimbursement Rates, which is currently \$0.58/mile, but is subject to change.

**Standard Terms and Conditions**

**LCG Project Number: 22-2792**

**LEWIS CONSULTING GROUP ("LCG")**

**The following Standard Terms and Conditions, together with the Standard Rate Table and the attached Proposal, as accepted by the "Client", shall constitute a binding agreement between the "Client" and LCG as of the date of execution of this proposal, that LCG, will provide environmental consulting, field work, and reporting services subject to the terms and conditions set forth in the agreement below:**

1. Invoices will be billed monthly by LCG for services rendered during the prior month(s). Unless otherwise agreed upon in writing, invoice payments are due upon receipt. Should payment not be received by LCG, within thirty (30) days from the date of invoice, the amount due will bear a service charge of one and a half percent (1 ½%) per month or, if less, the maximum amount allowed by law. Any costs incurred by LCG in collecting delinquent amounts, including but not limited to, attorney fees and court costs, shall be paid by the Client. All past due payments which are made shall be applied to accrued interest and then the principal unpaid amount. In the event of any dispute regarding any invoice, written notification of such must be made within 10 days of the date of the disputed invoice, otherwise it will be deemed accurate in all respects, due and payable, and the client shall pay the portion of the invoice not in dispute. In the event of a returned check, a \$35.00 fee will be added to the returned check amount and payment will only be accepted in cash or certified check. LCG shall have the right to terminate the Agreement, without prior notice, if payment is not made within sixty (60) days after receipt by Client.
2. Any and all additional services beyond those agreed to herein shall be billed in accordance with the Standard Rate table, as attached, unless other arrangements are agreed to, in writing, between LCG and the Client. All Standard Rates are effective per calendar year and billed accordingly.
3. This Agreement, unless previously terminated by written notice, shall be terminated by completion of the work and payment for services rendered, in accordance with the Proposal. The Contract aspect will expire 12 months from the date of Acceptance by the Client; however Standard Rates are subject to change per calendar year. Any work not completed within this time period will be subject of a new Proposal/Contract.
4. Any document issued by LCG to the Client in connection with the work contemplated by this Agreement (the "LCG Issued Documents") is for Client's use only, unless otherwise stated. Such documents issued for Client use only may not be furnished to or relied upon in any manner by any other person or entity, quoted or copied in whole or in part or otherwise referred to in any report or document furnished to any person or entity, without express authorization from LCG. LCG assumes no obligation to update or supplement such documents to reflect any facts or circumstances which may occur after such document has been issued to Client by LCG. Any unauthorized re-use of any LCG Issued Documents will be at the Client's sole risk. The Client hereby expressly agrees to indemnify and hold LCG harmless from any unauthorized use or re-use of any LCG Issued Documents.
5. LCG shall have the right to withhold the filing of any and all documents with any board, government agency, municipal agency or any other agency until such time as all fees invoiced to Client by LCG have been paid in full for services rendered including any, review fees required to be paid to such agency.
6. The scope and extent of LCG, services hereunder shall be to provide environmental consulting and engineering services pursuant to correspondence between LCG and the Client. A detailed scope of work has been attached hereto as Exhibit A. Should additional services be requested by the Client, LCG will prepare scope-specific cost estimate and a formal proposal (as warranted).



7. LCG represents that the services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by environmental consultants under similar circumstances. No other representations to Client, express or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, document, or otherwise.
8. The Client will be responsible for providing accurate and complete information to LCG as to the Client's requirements for the project. The Client shall be responsible for payment of any fines or violations due to applicable State, local or federal regulations, including but not limited to New Jersey's Grace Period Rules.
9. The Client shall provide to LCG all relevant information pertinent to the site of the project, including previous reports and any other data relative to the project. LCG assumes no responsibility for the accuracy of such documents. Client-provided documents will remain the property of the Client.
10. LCG will not be responsible or liable for its reliance upon any inaccurate and/or incomplete information provided to LCG by the Client, including, but not limited to, information regarding the mark out of utilities for drilling purposes or any other subsurface investigation.
11. Client grants a right of entry from time to time to LCG, its agents, staff, consultants, contractors, and subcontractors, for the purpose of performing and with the right to perform all acts, studies and research including the making of tests and evaluations pursuant to the services provided hereunder.
12. By signing this Agreement, the undersigned represents that he/she is responsible for all charges due and owing in accordance with this Agreement, and in addition, represents that he/she is the owner or represents that if the undersigned is not the owner, that he/she has the unfettered authority of the owner to permit the services to be performed for the landowner's benefit. The undersigned hereby acknowledges and understands that non-payment of any charges by LCG for the services contemplated by this Agreement may result in a lien on the premises.
13. LCG's liability for any direct damages incurred by Client as a result of any proven professional negligence by LCG or any material breach of the Agreement by LCG shall be limited to LCG's total compensation paid by Client pursuant to this Agreement.
14. In no event shall LCG be liable for any consequential damages, incurred by Client, Client's subsidiaries, successors or assigns, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission or otherwise.
15. Client agrees to properly notify LCG, of any Hazardous Substances, as defined under applicable environmental laws and any special risk to human health, the environment or equipment on the site of which Client is or becomes aware. By virtue of entering into this Agreement, LCG does not assume control of and is prohibited from reporting to any federal, state, or local public agencies any conditions at the site that may present a potential danger to health, safety, or the environment unless otherwise required by law, or Client provides its written consent.
16. LCG agrees to the maximum extent permitted by law to defend, hold harmless and indemnify Client from and against any and all claims, suit, liability, damage, injury, cost, or expense, including attorney fees, arising out of: 1) LCG's breach of this Agreement, and 2) LCG's negligence, willful misconduct or violation of any federal, state, or local laws, regulations, statutes or ordinances. In addition, Client agrees to the maximum extent permitted by law to defend, hold harmless and indemnify LCG from and against any and all claims, suit, liability, damage, injury, cost or expense, including attorney's fees, arising out of: 1) the Client's breach of this Agreement, and 2) Client's negligence, willful misconduct or violation of any federal, state, or local laws, regulations, statutes or ordinances.

17. If, during the performance of LCG's services hereunder, if any unforeseen conditions are encountered which in LCG's judgment, significantly affect the services, the risk involved in providing such services, or the recommended scope of services, LCG will promptly notify the Client thereof. Upon mutual agreement between LCG and the Client, the scope of services and estimate of charges will be modified to reflect such unforeseen conditions.

18. LCG will not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, government requirement, civil or military authority or acts of God.

19. Client agrees that this Agreement is intended by the parties as the final, complete and exclusive expression of the terms and conditions of their Agreement. No course or prior dealings between the parties and no usage of the trade shall be relevant to supplement this agreement. This Agreement shall supersede all prior written and/or oral agreements between parties hereto.

20. In the event that any provision herein shall be deemed invalid or unenforceable the other provisions hereof shall remain in full force and effect and binding upon the parties hereto.

**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:

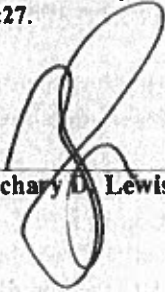
Letter of Federal Affirmative Action Plan Approval

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](http://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:

  
Zachary D. Lewis, President

Date: 11/30/2021

**REQUIRED EVIDENCE  
AFFIRMATIVE ACTION REGULATIONS  
P.L. 1975, C. 127 (N.J.A.C. 17:27-3.2)**

Before being awarded a contract, bidders are required to comply with the requirements of P.L. 1975, C.127, (N.J.A.C. 17:27-3.2). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter);  
OR
2. A photocopy of approved Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:24-4;  
OR
3. An initial Employee Information Report (Form AA302) provided by the Affirmative Action Office and completed by the bidder in accordance with N.J.A.C.17:27-4;  
OR
4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Workforce Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request) in accordance with N.J.A.C.17:27-7.

**NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C.127.**

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes \_\_\_\_\_ No X \_\_\_\_\_

If yes, please submit a copy of such approval

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

Yes X \_\_\_\_\_ No \_\_\_\_\_

If yes, please submit a copy of such certificate

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

Company: Lewis Consulting Group

Signature:  \_\_\_\_\_

Title: President

Zachary D. Lewis

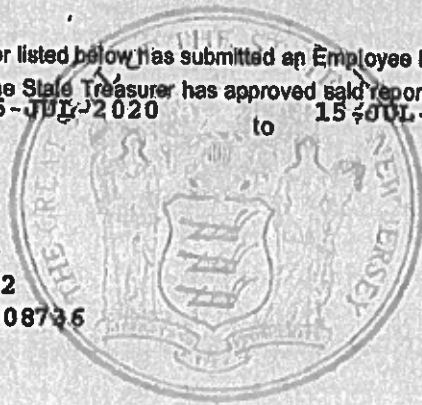


Certification 51304

**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-2020** to **15-JUL-2027**

**LEWIS CONSULTING GROUP**  
**2517 HWY 35, SUITE P202**  
**MANASQUAN NJ 08736**



*Elizabeth Maher Muoio*

**ELIZABETH MAHER MUOIO**  
State Treasurer

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
 See Specific instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Lewis CG, Inc.	
<b>2</b> Business name/disregarded entity name, if different from above Lewis Consulting Group	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. 2604 Atlantic Avenue, Suite 600	Requester's name and address (optional) City of Orange Township 29 North Day Street Orange, New Jersey 07050
<b>6</b> City, state, and ZIP code Wall, NJ 07719	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>													
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4	5	-	4	5	0	4	3	2	1				

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**      Signature of U.S. person ▶

Date ▶ **November 8, 2021**

### 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](http://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.*