

CITY COUNCIL**The City of Orange Township, New Jersey**DATE March 7, 2023NUMBER 124-2023**TITLE:**

A RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT WITH ARTERIAL, LLC, 507 BLOOMFIELD AVENUE, 2ND FLOOR, MONTCLAIR, NEW JERSEY 07042 TO PROVIDE ARCHITECTURAL SERVICES (TASK 1 & TASK 2) FOR THE MAIN STREET STREETScape PROJECT IN THE AMOUNT NOT TO EXCEED \$103,080.00.

WHEREAS, the City of Orange Township has a need to acquire professional architectural 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 architectural services for the Main Street Streetscape Project; and

WHEREAS, Arterial, LLC has submitted a proposal on February 2, 2023 indicating they will provide the architectural services Task 1 (Outreach & Engagement) and Task 2 (Concept Development & Schematic Design Phase) at a cost of \$103,080.00; and

WHEREAS, the architectural firm of Arterial, LLC 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 Aerial, LLC 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. 3-01-20-165-000-519, contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract Arterial, LLC.

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 Arterial, LLC. in the amount not to exceed \$103,080.00 specifically set forth in the attached proposal dated February 2, 2023.
2. Notice of this action shall be printed in the Orange Transcript as required by law within ten (10) days of its passage.



A. M. V. Rath

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

Adopted: March 7, 2023

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2023 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract with:

Vendor Name: Arterial LLC
David I. Lustberg
Address: 507 Bloomfield Ave.
2nd. Floor

City: Montclair
State: New Jersey
Zip Code: 07042

Purpose: Architectural Services for Main St. Streetscape
Vendor ID: ARTER005

Temporary Budget: \$ 25,770.00
Fund: Current Fund
Line Description DPW - Dept. of Public Works - Professional Services
Account Numbers(s): CY'23 3-01-20-165-000-519

The remainder of: \$ 77,310.00
will be provided in
Fund: Current Fund
Line Description DPW - Dept. of Public Works - Professional Services
Account Numbers(s): CY'23 3-01-20-165-000-519

Purchase Order #: 23-00484

Amount not to exceed: \$ 103,080.00

Division Head

Date

Nile Clements

3/1/2023

Chief Financial Officer

Date

AGREEMENT

This is an agreement, made on _____ between the City of Orange Township, "City" with an address at 29 North Day Street, Orange, New Jersey 07050, and Arterial, LLC, 507 Bloomfield Avenue, 2nd Floor, Montclair, New Jersey 07042.

RECITALS

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

WHEREAS, the City hereby retains and employs the services of **Arterial, LLC** ("**Consultant**") to provide **Architectural Services Task 1 & Task 2 for the Main Street Streetscape Project**.

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

NOW, THEREFORE, the City engages the services of 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 # _____** of the City Council of the City of Orange Township, and shall continue in effect until completion of the project, unless terminated sooner by the City by giving ten (10) days written notice to Consultant.

SERVICES

2. **Consultant** shall render professional architectural services in accordance with its qualification proposal, dated February 2, 2023, a copy of which is attached hereto.

USE OF AGENTS OR ASSISTANTS

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

THE COST OF SUPPLIES AND EQUIPMENT

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

FEE

5. For services to be rendered under this agreement, the **Consultant** shall be entitled to a fee not to exceed \$103,080.00.

DEVOTION OF TIME

6. **Consultant** shall devote sufficient time to the performance of the duties under this agreement as is reasonably necessary for a satisfactory and

expedient performance. Should the City require additional services not included in this agreement, **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. **Consultant** (1) shall be an independent contractor and not an employee, agent or sub-contractor 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, employees or sub-contractors.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

PRIOR AGREEMENT SUPERSEDED

9. This agreement constitutes the sole agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties to this agreement with respect to its subject matter. No other agreement, statement, or

promise relating to the subject matter of this agreement that is not contained in it shall be valid or binding.

ASSIGNMENT

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

PARTIES BOUND

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

INDEMNIFICATION/HOLD HARMLESS

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

damage arising or resulting from the **Consultant's** participation in the Contract.

ATTORNEY'S FEES

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

GOVERNING LAW

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

AMENDMENT

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

LEGAL CONSTRUCTION

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

NOTICE

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

giving notice.

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

Attest:

City of Orange Township

Joyce L. Lanier
City Clerk

Dwayne D. Warren, Esq.
Mayor

Attest:

Arterial, LLC
507 Bloomfield Ave, 2nd Floor
Montclair, New Jersey 07042

Approved as to Form and Sufficiency

Gracia R. Montilus, City Attorney

PROPOSAL

February 2, 2023

Marty Mayes
Director, Dept. of Public Works
City of Orange, New Jersey

**RE: Streetscape Design and Engineering Services – Full Design
Main Street Streetscape – Orange, NJ**

Mr. Mayes:

It has been our pleasure getting to know and your goals for Main Street in the City of Orange. My firm has dedicated the past 12+ years to the design and revitalization of downtown streets throughout New Jersey. It would be my pleasure to work with you and the city to bring Main Street back to its full potential. I have outlined a scope below that I believe is in line with the goals and process that we discussed. Thank you again for the opportunity.

PROJECT OVERVIEW

The City of Orange is prepared to move forward with a revitalization of Main Street. Main Street has long been the commercial hub of Orange. In recent years, the street conditions have fallen into disrepair and crossings and signals have become outdated. With the prospect of several redevelopment projects coming to the City, it is important, now more than ever, to create a Main Street that is modern, safe and inviting.

The City would like to redesign Main Street with new sidewalks, furniture, lighting, pedestrian crossings, intersections and traffic signals.

Project Area and Scope

Main Street from Glenwood Avenue to High Street. This scope does not include South Main Street or the associated linear park. This work is being prepared by others.

Consultant Team

Arterial, LLC ("Arterial") will be the prime consultant for this project bringing it from concept to construction documents leading a small team of consultants as follows:

Arterial: Prime consultant leading the project management, outreach and design from concept through construction.



Chisvette Engineering: Civil / Traffic Engineer leading all aspects of project engineering and permitting.

SCOPE OF SERVICES

This scope of services outlines the steps and process anticipated to bring this project from concept to completion. Arterial, as prime consultant, will perform all basic Project Management tasks typically associated with this scope of work.

TASK 1: OUTREACH AND ENGAGEMENT

Task duration: 4-6 weeks

Engaging the public and stakeholders throughout the design process as well as during construction will ensure smooth implementation. Below is an outline of this process but it will be modified and evolved to respond to the real-time project needs.

- a. **Public Workshops:** Arterial will host up to two (2) public workshops. The first workshop will be a Public Open House used to educate the public on the project and solicit feedback from the community. The second workshop will be used to present the final concept and solicit feedback. This meeting will also be used to discuss what residents should expect during construction and to address any concerns.
- b. **Stakeholder Meetings:** Arterial will host up to three (3) stakeholder meetings (if required) to discuss the project in more detail with specific parties. This may include individuals or larger groups including police, emergency services, DPW, storeowners etc.

Task 1 Deliverables:

- Materials, Agendas, Minutes and Facilitation of outreach activities

TASK 2: CONCEPT DEVELOPMENT & SCHEMATIC DESIGN PHASE

Task duration: 8 weeks

Arterial will develop a Concept Design and Schematic Design for the corridor. The concept design will advance the vision set forth in the Connectivity Plan. The concept will be vetted by the City and the community as outlined in Task 1. This phase will establish all aspects of the design including curb alignment, streetscape features, typical paving patterns, materials, furnishings and other key elements.

- a. **Concept Development:** Arterial will develop an initial concept design that includes options for materials, furnishings and finishes. Samples for the various materials and furnishings will be provided as available.
- b. **Schematic Design:** Based on direction and feedback given during the Concept Development phase, Arterial will develop a final Schematic Design. The design will indicate proposed curb alignment, furniture and plant locations, lighting, roadway striping, bicycle facilities and parking, crosswalks and intersection treatments, traffic calming elements and pedestrian facilities. The Schematic Design will also include the design of basic wayfinding signage based on the design of the existing signs in the City. Please note that this does not include the design of a comprehensive wayfinding system. It is assumed that the city will provide all sign content (i.e. destinations to be signed etc).

The Schematic Design Plans will include:

- Cover Sheet
 - Layout and Materials Plan
 - Landscape and Lighting Plan
 - Sections and Enlargements
- c. **Schematic Engineer's Estimate:** Arterial, with Chisvette Engineering, will prepare a preliminary cost estimate to ensure that the project is on or close to the project budget. This will be an itemized estimate developed based upon NJDOT standards.

Task 2 Deliverables:

- Concept Design Package
- Schematic Design Package
- Presentation Material

SCHEDULE ASSUMPTION

This proposal is based roughly on the following schedule. Should this schedule change substantially, it may result in a fee modification or renegotiation.

- Concept Design and Outreach: January 2023 – March 2023
- Schematic Design and Traffic Analysis: March 2023 – June 2023
- Construction Documents: June 2023 – September 2023
- Finalize Bid Package and Issue for Bid: October 2023 – November 2023

ASSUMPTIONS AND EXCLUSIONS

- **Ownership or Owner's Representatives will provide guidance and feedback at all stages of the design process. This will occur during formal submissions (SD, DD, CD) and also during meetings and informal reviews. Should the design direction, scope, budget, project limits, process or any other substantive elements of the project change after direction was given, it will result in an additional service. Arterial will notify Client prior to proceeding with such revisions.**
- **The Client will provide clear and complete boundary and topographic survey information sufficient for the design of this project and its features. The survey will be provided to Arterial in AutoCadd 2D in a format considered usable by industry standards. Arterial is not responsible for inaccuracies in the Survey that may result in changes to the design or additional costs.**
- **This proposal assumes that the project does not include pools, fountains or water features of any kind.**
- **Sign and Wayfinding design is not included in this proposal.**
- **Arterial is not responsible for work performed by any consultants that are not contracted to Arterial. This includes but is not limited to discrepancies in drawings or unintended design impacts caused by such consultants.**
- **The assumed construction budget is \$7m. The designs will be developed based on the construction budgets set forth by Client. It is understood that there may be Value Engineering performed during the Schematic and Design Development Phases. Should the Value Engineering be requested after the design has been approved (after DD) or result in substantial or complete redesign due to budgetary changes or general changes in direction, this work will be performed as an Additional Service.**
- **This proposal is based on a construction budget of roughly \$7m. Should this budget increase significantly it may result in an additional service.**
- **A full Traffic Impact study is not included in this proposal.**
- **It is assumed that this project will be bid and constructed as a single phase / project. Should the Client wish to break this project into multiple phases or bid packages, any required revisions to the plans will be an additional service.**
- **Printing and Reproduction of bid packages is not included in this scope of work.**
- **Construction Phase services are not included in this scope of work.**

COMPENSATION

The compensation for the above referenced scope of work for a **Lump Sum fee of \$105,080 including direct expenses totaling \$2,000 including travel, printing and other basic expenses.** We have attached a detailed fee breakdown by task and employee. Invoices will be prepared monthly based on percent complete.

Task 1 Outreach + Engagement \$27,500
Task 2 Concept Dev + Schematic Des \$75,580

Thank you for the opportunity and I look forward to bringing this project to completion!

Best regards,



David Lustberg, LLA
Principal, Arterial LLC

TERMS OF AGREEMENT

SECTION 1. SCOPE OF SERVICES

ARTERIAL will provide the "Scope of Services" described. If authorized by Client, ARTERIAL will provide "Additional Services". The Basic Services and the Additional Services authorized by Client shall be paid for by Client as provided below. Certain of the Basic Services and Additional Services may be performed by consultants to ARTERIAL, but ARTERIAL will remain responsible for the full performance of such services.

SECTION 2. FEES FOR SERVICES

ARTERIAL's fees for Basic Services for each Task described shall be as indicated under Compensation. ARTERIAL's fees for Additional Services shall be billed on an hourly basis at ARTERIAL's current

standard rates or as outlined in any contract prepared for that specific Additional Service.

SECTION 3. PAYMENTS TERMS

- a. Invoices are submitted by ARTERIAL on or around the 1st of each month. Client shall notify ARTERIAL, in writing, of any and all objections to an invoice within ten (10) days of receipt. Clients' account will be considered delinquent if ARTERIAL does not receive this payment within twenty-one (21) days after the invoice date.
- b. Should the contract be terminated prior to project completion, all outstanding balances must be paid in full due immediately.

SECTION 4. USE OF DOCUMENTS

Plans, drawings and specification or other writings or documents prepared or provided by ARTERIAL hereunder are prepared for this Project only, but may be used by ARTERIAL for purposes of illustrating the scope and nature of project involvement. ARTERIAL shall provide Client with a reproducible set of documents, drawings and/or specifications for its records. They shall not be used by Client for other projects or extensions to the project without the written agreement of ARTERIAL.

SECTION 5. INDEMNIFICATION

Client agrees to hold ARTERIAL harmless from and completely indemnify ARTERIAL from and against any and all damages, attorney's fees, losses, costs, and expenses which ARTERIAL may incur as a result of a claim or claims against it, if any, by the Owner, Lender or any other third party, arising out of any wrong doing, negligence, and/or breach of contract by Client, alleged or otherwise, that is related, in any manner whatsoever, to the Project, or Client's involvement with the Project or Project property.

SECTION 6. CONSTRUCTION MEANS AND METHODS

It is expressly understood and agreed that ARTERIAL shall not have control of and shall in no event be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor or other persons performing work for the Project and Client shall indemnify ARTERIAL and hold ARTERIAL harmless from and against any and all claims, demands, losses, costs, liabilities and damages including, without limitation, reasonable attorney's fees and expenses, incurred by ARTERIAL and arising out of or related to any of the aforesaid.

SECTION 7. CONSTRUCTION-PHASE SERVICES

It is understood and agreed that the design process cannot be completed until the project, which is the subject of this Agreement, is actually constructed. Client acknowledges that the premature termination of ARTERIAL's services prior to substantial completion of the Project will significantly increase the risk of loss resulting, among other causes, from misinterpretation of



the intent of the design, unauthorized modifications, and failure to detect errors or omissions in the plans and specifications before they become costly mistakes built into the Project. Therefore, Client agrees to indemnify ARTERIAL and hold ARTERIAL harmless from and against any and all claims, demands, losses, costs, liabilities and damages, including, without limitation, reasonable attorney's fees and expenses arising from such action and excepting only those claims, demands, losses, costs, liabilities and damages arising out of the sole negligence of ARTERIAL.

SECTION 8. MISCELLANEOUS

- a. Client and ARTERIAL each bind itself and its successors and assigns to this Agreement. Neither Client nor ARTERIAL shall assign or transfer its interest in this Agreement without the written consent of the other.
- b. Client agrees that ARTERIAL's liability for negligence to Client shall be limited to the amount paid by Client hereunder for ARTERIAL's fees for Basic Services and Additional Services.
- c. The laws of the State of New Jersey shall govern this Agreement. Any disputes arising in connection herewith shall be referred to the state or federal courts within the State of New Jersey as first-instance courts of exclusive jurisdiction to which both parties hereby submit. To the greatest extent permitted by law, Client and ARTERIAL hereby waive all rights to trial by jury. The prevailing party in any dispute between the parties in connection herewith shall be entitled to all costs and expenses, including without limitation, reasonable attorney's fees and expenses incurred, provided that such costs shall be limited in amount to the lesser of (i) \$50,000 and (ii) the amount payable by Client hereunder for ARTERIAL's fees for Basic Services and Additional Services.
- d. Any individual who signs this Agreement on behalf of Client or ARTERIAL, represents, promises, and guarantees, that he or she is fully authorized to execute this Agreement.

END

**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: Arterial LLC

Signature:  _____

Title: Managing Member

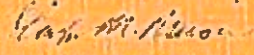
Certificate 51028

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. 17:27-1.7 and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2020** to **15-JUN-2027**.

ARTERIAL, LLC
507 BLOOMFIELD AVE., 2ND FLOOR
MONTCLAIR NJ 07042


ELIZABETH BERNER JONES
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:

A handwritten signature in black ink, consisting of a large, stylized initial 'A' followed by a long, sweeping horizontal line that extends to the right.

Date: 2/2/2023

**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

Arterial LLC (Contractor)

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                         |  |
|-------------------------|--|
| Dwayne D. Warren        |  |
| Kerry J. Coley          |  |
| Clifford Ross           |  |
| Weldon M. Montague, III |  |
| Tency A. Eason          |  |
| Quantavia L. Hilbert    |  |
| Adrienne Wooten         |  |
| Jamie Summers-Johnson   |  |

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address                             |
|------------------------------|------------------------------------------|
| David Lustberg               | 72 Prices Switch Road, Warwick, NY 10990 |
|                              |                                          |
|                              |                                          |
|                              |                                          |
|                              |                                          |
|                              |                                          |
|                              |                                          |
|                              |                                          |

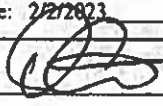
**Part 3 – Signature and Attestation:**

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: Arterial LLC

Signed:  Title: Managing Member

Print Name: David Lustberg Date: 2/2/2023

|                                                                                                                       |                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><u>Naomi B. Knies</u><br/>Subscribed and sworn before me the <u>2nd</u> day of<br/><u>February</u>, 2023 2006.</p> | <p><br/>(Affiant)<br/><u>David Lustberg</u><br/>(Print name &amp; title of affiant) (Corporate Seal)</p> |
| <p>My Commission expires: <u>7/19/2027</u></p>                                                                        |                                                                                                                                                                                              |

**NAOMI B KNIES**  
Notary Public, State of New Jersey  
Comm. # 50064454  
My Commission Expires 7/19/2027

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 282  
TRENTON, N J 08646-0282

TAXPAYER NAME:  
ARTERIAL LLC

TRADE NAME:

ADDRESS:  
507 BLOOMFIELD AVE 2ND FLOOR  
MONTCLAIR NJ 07042

SEQUENCE NUMBER:  
1820621

EFFECTIVE DATE:  
10/27/09

ISSUANCE DATE:  
08/23/18

*James J. Quinonez*  
Director  
New Jersey Division of Revenue

FORM BRC

10-007-0200-001

This Certificate is NOT saleable or transferable. It must be conspicuously displayed at above address.

**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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
David L. Lusberg

2 Business name (disregarded entity name, if different from above)  
Artorial LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

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) C

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 6).  
 Exempt payee code (if any) 6  
 Exemption from FATCA reporting code (if any) N/A  
(Applies to accounts established outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
907 Bloomfield Ave, 2nd Floor

6 City, state, and ZIP code  
Montclair, NJ 07042

7 List account number(s) here (optional)

**Part III Taxpayer Identification Number (TIN)**

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

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

Social security number  

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

 OR  
 Employer identification number  

|   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|
| 2 | 7 | - | 1 | 0 | 7 | 8 | 4 | 1 | 1 |
|---|---|---|---|---|---|---|---|---|---|

**Part IV 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 check 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 I, later.

Sign Here      Signature of U.S. person [Signature]      Date 1/10/2023

**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](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-MISO (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.