

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

**DATE** August 7, 2024

**NUMBER** 377-2024

**TITLE:** **A RESOLUTION AUTHORIZING LEWIS CONSULTING GROUP, INC., 2604 ATLANTIC AVENUE, SUITE 600, WALL, NEW JERSEY 07719 TO PROVIDE PROFESSIONAL ASBESTOS-CONTAINING MATERIALS (ACM) INSPECTION & REPORT AND LEAD-BASED PAINT (LBP) INSPECTION & REPORT SERVICES FOR THE HIGHLAND AVENUE TRAIN STATION IN AN AMOUNT NOT TO EXCEED \$7,115.00.**

**WHEREAS**, the City of Orange Township did duly advertise on January 12, 2024, for Request for Qualifications for Consulting Services; and

**WHEREAS**, on January 25, 2024, the City of Orange Township received fifteen (15) qualification proposals; and

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

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

**WHEREAS**, Municipal Council of the City of Orange Township did approve by Resolution #115-2024 the fifteen (15) bidders to provide professional consulting services to the City of Orange Township on an "as needed" basis for the period of January 1, 2024, through December 31, 2024; and

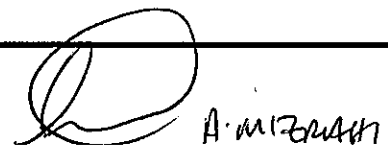
**WHEREAS**, Resolution #115-2024 did not establish a contract and only listed qualified professionals for consideration on future projects; and

**WHEREAS**, a separate resolution is needed to enter into a contract for Professional Asbestos-Containing Materials (ACM) Inspection & Report and Lead-Based Paint (LBP) Inspection and 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 Asbestos-Containing Materials (ACM) and Lead-Based Paint (LBP) Inspection and Report Services; and

**WHEREAS**, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto, certifying that funds are available for this purpose in Account No. 4-01-20-165-000-519 contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract with Lewis Consulting Group.

**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 \$7,115.00.
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: August 7, 2024**

---

Joyce L. Lanier  
City Clerk

---

Adrienne K. Wooten  
Council President

CITY OF ORANGE TOWNSHIP  
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS  
NEXT BUDGET - CURRENT FUND

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2024 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract with:

Vendor Name: Lewis Consulting Group, Inc.

Address: 2604 Atlantic Ave.  
Suite 600

City: Wall  
State: New Jersey  
Zip Code: 07719

Purpose: Asbestos-Containing Materials report &  
Lead based paint inspection report services  
for Highland Ave. Train Station

Vendor ID: LEWIS020

Fund: Current Fund  
Line Description DPW - Professional Services  
Account Numbers(s): CY'24                      4-01-20-165-000-519                      \$    7,115.00

Purchase Order # : 24-01488

Amount not to exceed: \$        7,115.00

---

Division Head

Date

*Nile Clements*

7/23/2024

---

Chief Financial Officer

Date

# AGREEMENT

This is an agreement made on \_\_\_\_\_, 2024 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 **Asbestos-Containing Materials (ACM) and Lead-Based Painting (LBP) Inspection and Report Services for the Highland Avenue Train Station, Orange, New Jersey** in accordance with the terms and conditions provided in this agreement and in the proposal dated **June 26, 2024**.

**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 # \_\_\_\_\_-2024** dated \_\_\_\_\_ 2024 of the City Council of the City of Orange Township, and shall continue in effect until completion of the project, unless sooner terminated by the City by giving ten (10) days written notice to the other party.

## SERVICES

2. The “**Consultant**” shall render **Asbestos-Containing Materials (ACM) and Lead-Based Painting (LBP) Inspection and Report Services for the Highland Avenue Train Station, Orange, New Jersey** in accordance with its proposal, dated **June 26, 2024**, 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 \$ **7,115.00**.

## 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



**CITY COUNCIL**

**The City of Orange Township, New Jersey**

**DATE** February 20, 2024

**NUMBER** 115-2024

**TITLE: A RESOLUTION APPROVING QUALIFIED CONSULTANT ENGINEERS TO PROVIDE CONSULTING ENGINEERING ON AN "AS NEEDED" BASIS FOR ONE (1) YEAR COMMENCING JANUARY 1, 2024 THROUGH DECEMBER 31, 2024.**

**WHEREAS**, the City of Orange Township did duly advertise on January 12, 2024, for Request for Qualifications for Consulting Engineering Services; and

**WHEREAS**, on January 25, 2024, the City of Orange Township received fifteen (15) qualification proposals; and

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Orange Township does hereby approve those listed below to provide professional consulting engineering services to the City of Orange Township on an "as needed" basis for the period of January 1, 2024 through December 31, 2024:

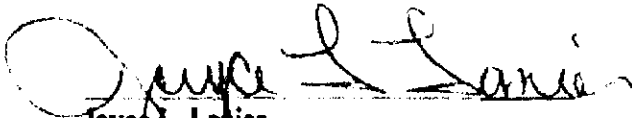
1. Remington & Vernick Engineers  
2059 Springdale Road  
Cherry Hill, New Jersey 08003
2. Pennoni Associates  
1085 Raymond Blvd, Suite 2102  
Newark, New Jersey 07102
3. Lewis Consulting Group  
2604 Atlantic Avenue, Suite 600  
Wall, New Jersey 07719
4. T&M Associates  
400 Brodaces Drive, Suite 250  
Bloomfield, New Jersey 0703

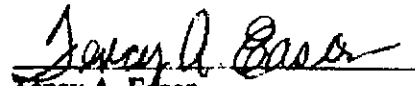
  
A. M. Z. H. H.

5. Neglia Group  
34 Park Avenue  
P.O. Box 426  
Lyndhurst, New Jersey 07071
6. Mott MacDonald  
412 Mt Kemble Avenue  
Morristown, New Jersey 07960
7. Watermen, LLC  
P.O. Box 309  
Allenwood, New Jersey 08720
8. CP Engineers  
11 Park Lake Road  
Sparta, New Jersey 07871
9. Colliers Engineering & Design  
400 Valley Road, Suite 304  
Mt. Arlington, New Jersey 07856
10. Frank J. Rotonda, P.E., P.P., C.M.E., LLC  
5383 Gagnon Terrace  
North Port, FL 34291
11. Harmonic Engineering Solutions, LLC  
7 Hilltop Road  
Kinnelon, New Jersey 07405
12. Bright View Engineering  
70 South Orange Avenue, Suite 109  
Livingston, New Jersey 07039
13. Matucci Engineering, LLC  
49 East Main Street  
Flemington, New Jersey 08822
14. Consulting & Municipal Engineers  
3141 Bordertown Avenue  
Arlin, New Jersey 08859
15. Suburban Consulting Engineers, Inc.  
96 US Highway 206, Site 101  
Flander, New Jersey 07836

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

Adopted: February 20, 2024

  
Joyce L. Lajier  
City Clerk

  
Yancy A. Eason  
Council President



*Environmental Consulting Services*

June 26, 2024

*Transmitted via e-mail: [mmayes@Oranjenj.gov](mailto:mmayes@Oranjenj.gov)*

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

**RE: PROPOSAL FOR PROFESSIONAL SERVICES  
ACM & LBP INSPECTIONS & WORKPLAN  
HIGHLAND AVENUE TRAIN STATION  
CITY OF ORANGE TOWNSHIP, ESSEX COUNTY, NEW JERSEY  
LCG PROPOSAL NO. 24-3229**

Dear Mr. Mayes:

Lewis Consulting Group (LCG) is pleased to submit this proposal to perform Professional Services in connection with the above-referenced residential property located at Scotland Road and Highland Avenue, 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 based our approach on the information provided by the City of Orange Township and New Jersey and Federal requirements. 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:	Asbestos-Containing Materials (ACM) Inspection & Inspection Report
Task 2:	Lead-Based Paint (LBP) Inspection & Inspection Report
Task 3	Workplan
Task 4:	Project Management

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

## SCOPE OF WORK

---

### **Task 1: Asbestos-Containing Materials (ACM) Inspection & Inspection Report**

A visual inspection and sampling will be completed by trained and accredited US Environmental Protection Agency (USEPA) Asbestos Hazard Emergency Response Act (AHERA) Asbestos Building Inspectors to identify and assess ACM within the on-site buildings.

The inspection will be performed using the guidelines established by the USEPA Publication: *Asbestos School Hazard Detection and Control Act of 1980 (pg. 96-270)*, USEPA 1992 Publication: *Friable Asbestos Containing Materials in Schools, Identification and Notification published in the Federal Register 40 CFR part 763, May 27, 1992* and USEPA 1985 Publication: *Guidelines for Controlling Asbestos Containing Materials in Buildings*.

The inspection will include reviewing previous ACM reports for the Site, if available, identifying potential ACM, and quantifying the material as ACM and Presumed Asbestos-Containing Material (PACM). The inspection will be limited to accessible areas. Excluded from the survey scope are any materials that may be located in areas to which access is not physically feasible.

For budgetary purposes, the estimated sample frequency, sample type, and unit cost for analysis on a standard 48-hour turnaround-time (TAT) and are provided below:

Sample Type	Analysis	Unit Cost	Frequency
Friable	PLM	\$25.00	10
Non-friable	TEM	\$65.00	0

Notes:

PLM = polarized light microscopy      TEM = transmission electron microscopy

Please note, when completing PLM or TEM analysis in New Jersey, laboratories can no longer analyze composited samples of multiple ACM. By law, New Jersey laboratories must test asbestos samples on a layer by layer basis. While LCG will work to minimize sampling to the homogenous areas observed in the field, LCG cannot approximate the various sublayers that may be present. Therefore, the estimated sample frequency provided incorporates additional asbestos samples to address potential sublayers that may be identified and analyzed by the laboratory. As discussed, LCG will bill only for the actual number of samples collected and analyzed, based on the turnaround times and unit costs quoted.

Upon completion of the ACM inspection and receipt of the analytical results (if required), LCG will prepare an ACM Inspection Report on behalf of the client that will include the following:

- Description of all ACM investigative activities performed at the Site;
- Data tables depicting analytical results compared with regulatory standards (if needed);
- Identification of confirmed quantities above regulatory standards (if needed); and
- Pertinent photographs.

***Task 2: Lead-Based Paint (LBP) Inspection & Inspection Report***

Using X-ray fluorescent (XRF) technology, a certified New Jersey Department of Health (NJDOH) Lead Inspector/Risk Assessor will perform a limited scope lead-based paint (LBP) screening of representative building surfaces (e.g., walls, plumbing, radiators, etc.) to verify whether or not LBP is present at the Site. Excluded from the inspection scope are any materials that may be located in areas to which access is not physically feasible.

Upon completion of the XRF screening, LCG will prepare a LBP Inspection Report on behalf of the client that will include the following:

- Description of all LBP investigative activities performed at the Site;
- Identification of confirmed quantities above regulatory standards; and
- Pertinent photographs.

***Task 3: Asbestos Abatement Work plan Design***

Based upon the scope and the abatement procedures, it is our opinion that this project should best ensue as a New Jersey Subchapter 8 with VAT Exemption option Project.

Therefore, LCG will prepare and upon completion, finalize and endorse ACM Removal Work Plan associated with the existing building in connection with the Site. Please note, that while this proposal is for the review and endorsement of the work plan, based upon the requirements of New Jersey Subchapter 8, a New Jersey Licensed Asbestos Safety Monitor will be required to provide project oversight and clearance if VAT exemption is not approved.

The ACM Abatement Work Plan will outline the removal work procedures, applicable State and Federal contractor compliance requirements, and locations of identified ACM (tabulated). The ACM Abatement Work Plan will be prepared by a USEPA accredited Project Designer. Variances, if any needed, can also be prepared, but the costs are excluded from this proposal.

***Task 4: Project Management***

LCG will provide project management and oversight on behalf of the City of Orange Township. including on-site coordination and management of investigative activities, in accordance with the tasks outlined within this proposal. This task includes scheduling of activities, coordination with contractors, teleconferences with client and subcontractors, and communication/coordination with the NJDEP, as necessary.

## PROJECT COSTS

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

TASK	DESCRIPTION	COST
Task 1:	Asbestos-Containing Materials (ACM) Inspection & Inspection Report	\$ 1,950.00
	Laboratory Analysis	\$ 250.00
Task 2:	Lead-Based Paint (LBP) Inspection & Inspection Report	\$ 1,500.00
Task 3:	Asbestos Abatement Workplan Design	2,500.00
Task 4:	Project Management	\$ 915.00
<b>Estimated Total:</b>		<b>\$ 7,115.00</b>

A breakdown of the above-detailed cost estimate is enclosed and provided as **Table 1**.

Out-of-scope or additional work will only be performed upon authorization and 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 regulatory agency or the City of Orange Township. All work will be performed in accordance with our attached Standard Rate Schedule.

## SCHEDULE AND PAYMENT

LCG is prepared to begin implementation of the scope of work *immediately* upon approval and *receipt of a Purchase Order*. 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:



**LEWIS CONSULTING GROUP**

*Schedule of Rates as of January 1, 2024*

<u>Personnel Rates</u>	<u>Per Hour</u>
President	\$200.00
Senior Project Manager	\$165.00
Project Manager	\$145.00
NJ Licensed Site Remediation Professional (LSRP)	\$225.00
Senior Geologist	\$150.00
Geologist	\$120.00
Senior Project Scientist	\$150.00
Project Scientist	\$135.00
Senior Environmental Scientist	\$140.00
Environmental Scientist	\$110.00
Senior Environmental Specialist	\$110.00
Environmental Specialist	\$100.00
Senior Remedial Technician	\$110.00
Remedial Technician	\$ 85.00
Environmental Technician II	\$ 75.00
Environmental Technician I	\$ 70.00
Lead Inspector	\$120.00
Asbestos Inspector	\$120.00
Asbestos Safety Technician	\$130.00
Asbestos Designer	\$140.00
Laborer	\$ 65.00
GIS Specialist	\$ 85.00
Graphics/CAD	\$ 85.00
Administrative	\$ 70.00

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 percent.

All mileage is charged at USGSA Privately Owned Vehicle (POV) Mileage Reimbursement Rates, which is currently \$0.67 cents/mile, but is subject to change.

Credit card payments are accepted; however, *there is a 3.5 percent coverage fee.*



## Standard Terms and Conditions

LCG Project Number: 24-3229

### 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, statues 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 of 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.



# 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.	<p><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.</p> <p><b>2</b> Business name/disregarded entity name, if different from above                  Lewis Consulting Group</p> <p><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.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> C Corporation</p> <p><input checked="" type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><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></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.                  2604 Atlantic Avenue, Suite 600</p> <p><b>6</b> City, state, and ZIP code                  Wall, NJ 07119</p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)                  City of Orange Township                  Department of Public Works &amp; Engineering                  29 North Day Street                  Orange, New Jersey 07050</p>

**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>									
or									
<b>Employer identification number</b>									
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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ January 22, 2024
------------------	----------------------------	-------------------------

**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-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.

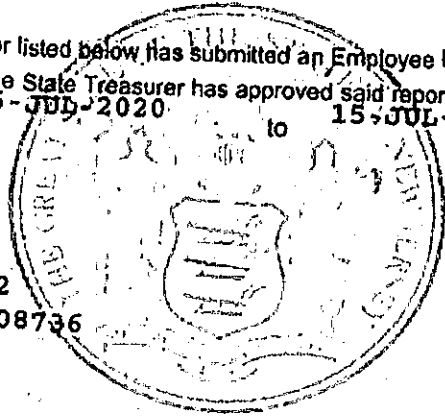
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

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

**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

**Lewis Consulting Group**

(Contractor)

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

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

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

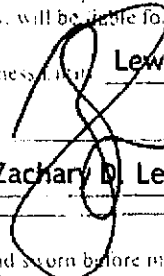
- Partnership     Corporation     Sole Proprietorship     Subchapter S Corporation  
 Limited Partnership     Limited Liability Corporation     Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Zachary D. Lewis (100 Percent)	15 Abrams Drive, Florence, NJ 08518

**Part III - Signature and Attestation.**

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

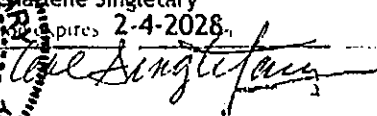
Name of Business Entity: **Lewis Consulting Group**

Signed:  Title: **President**

Print Name: **Zachary D. Lewis** Date: **January 22, 2024**

and sworn before me the **22nd** day of **January**, 2024 at **Florence, NJ**  
 \_\_\_\_\_ (Affiant)  
**Zachary D. Lewis, President**  
 (Print name & title of affiant) (Corporate Seal)



  
 Charlene Singletary  
 Notary Public  
 My Commission Expires 2-4-2028