

AGREEMENT FOR LEAD-BASED PAINT INSPECTION SERVICES

THIS AGREEMENT made and entered into on this 24th day of April, 2024 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **LEW ENVIRONMENTAL SERVICES**, located at 181 U.S. Highway 46, Mine Hill, New Jersey 07803, hereinafter referred to as “CONSULTANT”, party of the second part.

WITNESSETH THAT:

WHEREAS, N.J.S.A. 52:27D-437.16 mandates the inspection of dwellings for lead based paint hazards; and

WHEREAS, the Department of Community Affairs (the “DCA”) has promulgated regulations N.J.A.C. 5:28-2.1, et. seq., which govern and requires the TOWNSHIP to hire a lead contractor to perform inspections for lead based paint hazards in every single-family, two-family, and multiple dwellings within the TOWNSHIP; and

WHEREAS, on or about March 22, 2024, the Township advertised and issued a Request for Qualifications (the “RFQ”) for a Professional Services Agreement for a Consultant to Provide Management Support Services in Administering Lead-Based Paint Inspections and Testing Services in Residential Rental Dwellings on Behalf of the Township (“LEAD-BASED PAINT INSPECTION AND TESTING SERVICES”), annexed hereto as Exhibit “A,” in conformance to the governing DCA regulations; and

WHEREAS, on April 3, 2024, CONSULTANT submitted a submission in response to the RFQ (the “SUBMISSION”), annexed hereto as Exhibit “B;” and

WHEREAS, the SUBMISSION set forth a proposed Cost Proposal for the performance of the LEAD-BASED PAINT INSPECTION AND TESTING SERVICE and

WHEREAS, the TOWNSHIP has been awarded a Grant Agreement (the “GRANT AGREEMENT”) with the DCA to fund the certain costs incurred by the TOWNSHIP for the LEAD-BASED PAINT INSPECTION AND TESTING SERVICES, a copy of the GRANT AGREEMENT is annexed hereto as Exhibit “C.”

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period May 1, 2024 through December 31, 2024 to provide administer and manage LEAD-BASED PAINT INSPECTION AND TESTING SERVICES pursuant to: (i) N.J.S.A. 52:27D-437.16 et. seq.; (ii) the regulations promulgated by the DCA governing LEAD-BASED PAINT INSPECTION AND TESTING SERVICES; and (ii) TOWNSHIP Ordinance 2847-24.

2. CONSULTANT shall provide LEAD-BASED PAINT INSPECTION AND TESTING SERVICES as set forth in the RFQ, annexed hereto as Exhibit “A” and the SUBMISSION, annexed hereto as Exhibit “B.” CONSULTANT hereby agrees that to the extent that the SUBMISSION conflicts with the terms and conditions of the RFQ, the RFQ shall govern. CONSULTANT agrees that to the extent that the terms set forth in this Agreement conflicts with the terms and conditions of the SUBMISSION or the RFQ, the terms set forth in this Agreement shall govern. The rate for any of the LEAD-BASED PAINT INSPECTION AND TESTING SERVICES shall not exceed the rates set forth in the “Lead Inspection Services for the Township of West Orange Cost Proposal” in the SUBMISSION.

3. CONSULTANT shall comply at all times with all requirements set forth under state law, including, but not limited to N.J.S.A. 52:27D-437.16.

4. CONSULTANT shall comply at all times with all requirements set forth under the regulations promulgated by the DCA governing LEAD-BASED PAINT INSPECTION AND TESTING SERVICES.

5. CONSULTANT shall not act in any way contrary to the terms of the GRANT AGREEMENT, annexed hereto as Exhibit “C;” nor shall CONSULTANT act in any way to compromise the TOWNSHIP’S funding awarded pursuant to the GRANT AGREEMENT.

6. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

7. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

8. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All

invoices submitted by CONSULTANT shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, CONSULTANT shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000 for each claim and \$1,000,000 aggregate each policy as set forth on Page 17 of the RFQ. CONSULTANT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the CONSULTANT as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, CONSULTANT shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
SUSAN McCARTNEY, MAYOR

LEW ENVIRONMENTAL SERVICES

WITNESS:

By:_____

Exhibit “A”

Request For Qualifications

**Consultant to Provide Management Support Services in
Administering Lead-Based Paint Inspections and Testing
Services in Residential Rental Dwellings on Behalf of the
Township in Accordance with N.J.A.C. 5:28A Title 5.**

Community Affairs, Chapter 28A

**Lead-Based Paint Inspections in Residential Rental Dwellings
(New Jersey P.L. 2012 Chapter 182, a.k.a. Lead Base
Paint Hazards in Residential Rental Properties)**



ISSUE DATE: March 22, 2024

DUE DATE & TIME: April 3, 2024 at 10:00 AM

Issued by: Township of West Orange

REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL SERVICES

NOTICE IS HEREBY GIVEN that pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.5, qualifications are being solicited by the Township of West Orange for the following professional services for the 2024 calendar year. The submission date is Wednesday, April 3, 2024 by 10:00 AM. Proposal packages are available via email to: preynolds@westorange.org or on the Township website.

Professional Services Requested: The Township is seeking a consultant to provide management support services in administering lead-based paint inspections and testing Services in residential rental dwellings on behalf of the Township in accordance with N.J.A.C. 5:28A Title 5. Community Affairs, Chapter 28A (New Jersey P.L. 2012 Chapter 182, also known as the Lead Base Paint Hazards in Residential Rental Properties).

Please submit sealed request for qualifications no later than 10:00 AM on Wednesday, April 3, 2024, to the Township of West Orange, 66 Main Street, West Orange, NJ 07052, Attn: Panayiota Reynolds, QPA. Envelopes should be clearly marked with title of RFQ, name and address of party submitting, at the address mentioned above and should be mailed or hand delivered. All submissions will be publicly opened and read out loud in the Council Chambers of the above address at 11:00am Submissions by Corporations, Partnerships and sole proprietors must include a completed Disclosure of Ownership (N.J.S.A. 52:25-24.2), a valid NJ Business Registration Certificate P.L. 2004, c57, and must comply with the Equal Employment Opportunity requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Additional Pay to Play Requirements Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13(P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities during the calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us .

Panayiota Reynolds

Purchasing Agent, R.P.P.S, QPA

TOWNSHIP OF WEST ORANGE

REQUEST FOR QUALIFICATIONS

**FOR THE POSITION OF MANAGING THE ADMINISTRATIVE SUPPORT SERVICES
TO ENSURE COPLIANCE WITH NEW JERSEY LEAD-BASED PAINT LAW REQUIREMENTS IN RESIDENTIAL
RENTAL PROPERTIES FOR 2024**

SUBMISSION DATE: April 3, 2024 at 10:00am

SUBMISSION OF PROPOSAL STATEMENTS: One (1) original and one (1) copy, copy can be a flash/USB drive should be sent to the contact below in sealed envelopes.

CONTACT PERSON:

Panayiota Reynolds, R.P.P.S, QPA

Purchasing Agent

Township of West Orange

66 Main Street

West Orange, NJ 07052

SCOPE OF SERVICES

The Township of West Orange seeks proposals from professional consulting businesses or firms qualified to provide management support services through a comprehensive management program in accordance with N.J.A.C. 5:28A Title 5, Community Affairs, Chapter 28A for Lead-Based Paint Inspections in Residential Rental Dwellings in compliance with New Jersey P.L. 2021 Chapter 182, also known as Lead Base Paint Hazards in Residential Rental Properties. The Township is looking to ensure that inspections shall be performed on certain single-family, two-family, and multiple rental dwelling for lead base paint hazards every three years or upon tenant turnover where there is no valid lead-safe or lead-free certification. Vendor will be responsible for providing reporting to the State of New Jersey in required timeframe.

OWNERSHIP OF MATERIAL

The Township shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Township to the successful Respondent for the purpose of assisting the successful Respondent in the performance of this Contract. All such items shall be returned immediately to the Township at the expiration or termination of the Contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Township, be disclosed to others or used by the successful Respondent or permitted by the successful Respondent to be used by their parties at any time except in the performance of the resulting Contract.

Ownership of all data, materials and documentation originated and prepared for the Township pursuant to this Contract shall belong exclusively to the Township. All data, reports, computerized information, programs and materials shall be delivered to and become the property of the Township upon completion of the project. The successful Respondent shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Township.

QUALIFICATION CONTENT

1. On behalf of the Township, develop a Lead Based Paint Inspection program for all Residential Rental Dwellings built prior to 1978;
2. Develop a fee structure in accordance with the New Jersey P.L. 2012 Chapter 182;
3. Develop and maintain a list of authorized Lead Inspectors/Evaluators that can perform unit testing for owners and landlords;
4. Develop program protocols for visual inspections in accordance with the New Jersey Department of Health (DOH) protocols;
5. Maintain internal correspondence with the property owners and landlords;
6. Maintain internal correspondence with the Township Health, Planning and Development, and Building Departments or any other necessary agency;
7. Develop a corrective plan of action in the event of significant paint damage is required to be remediated or there is a formal report of EBL exposure to a child within the Township;
8. Communicate all requisite compliance reporting forms or documentation with New Jersey State Agencies, i.e., DCA and DOH;
9. Dedicate a sufficient number of staff members to obtain a list of potential residential units built prior to 1978 that have been identified and are subject to the provisions of the law;
10. Develop a communication process to ensure all owners and landlords are notified of the law in writing, the requirements of the law, and outline the procedures for compliance. This process shall include and maintain these records by:

- a. Creating and maintaining a database on behalf of the Township to include a list of all residential rental units built prior to 1978.
 - b. Creating a mailing list and distribute all necessary letters and forms to all residential rental units built prior to 1978;
- 11. In writing, notify each owner or landlord of their obligation to comply with New Jersey P.L. 2012 Chapter 182. The vendor must notify each owner or landlord, at a minimum, three times before the compliance date of July 22, 2024;
- 12. Provide a dedicated email address and phone number to all residential rental units built prior to 1978 to answer questions and inquiries received from the owners, landlords, or general public during regular business hours;
- 13. Develop and maintain a database of compliance and certificates issued. Furthermore, the database shall include:
 - a. All notifications are tracked and logged in accordance with the property address, including the Block and Lot numbers;
 - b. Track all units that require an inspection;
 - c. Track all units that have completed the Lead-Based Paint inspection;
 - d. Track all non-compliant properties.
- 14. Notify the Township of all non-conforming and non-compliant properties;
- 15. Develop a mechanism for documenting all rental properties deemed lead-free.
- 16. Provide Sample Result Reports. Attach two examples of Lead Base Paint Inspection Reports.
- 17. Testing Equipment. Identify make, model, condition, and serial number, licensing and registration of testing device(s) to be used. Describe the source of radiation, type of analyzer, protocol for substrate corrections, and use of the dosimeter;
- 18. Ability. Describe your firm's ability to provide services:
 - a. Hours of Operation. Include your hours and days of operation. Include description of timing of inspections and requirement of Township personnel.
 - b. Describe your commitment to provide expedited services upon request, including cost.
 - c. How many current employees are capable of providing the requested services? State if vendor personnel will be identified with company issued identification worn during inspections, particularly when enter client premises (work site).
 - d. Describe scheduling of inspection services by vendor.
 - e. Provide document(s) detailing steps preparing for a Lead Based-paint inspection for the consumer
 - f. Commitment to provide lab service performed by a State-approved and accredited lab qualified to perform such services whether if performed by "in house" or third party for inspections and re-inspections.
 - g. Describe what method will be utilized to deliver lab results to the Township by the vendor for each unit inspected and/or re-inspected:
 - i. How much time is needed between assessment and notification to the Township?

- ii. Should results indicate Lead Hazards the vendor shall notify the landlord/property owner and Township accordingly.
- h. Once abatement of lead hazards has occurred by the landlord/property owner, the Vendor shall notify the Township once a successful reinspection has been completed.

19. Fee Schedule/Payment

- a. Furnish inspection and assessment services for lead-based paint hazards and lead safe clearance as follows:
 - i. List the fees for an initial inspections and testing bedroom(s) up to six and any additional bedroom thereafter;
 - ii. List the fee for standard re-inspection trip fee;
 - iii. List the fee per dust wipe;
 - iv. List minimal number for dust wipes generally needed consisting of floors, windowsills, window wells or similar high friction areas, and commitment to take sufficient dust wipe samples to satisfy the requirements of P.L. 2021 chapter 182;
 - v. Provide preliminary cost of inspection/re-inspection based on the rental registration by the landlord/property owner prior to the actual performance;
- b. Furnish payment schedule for services.

Contract Term

The contract time period will commence upon the signature of both the Township and the vendor form the date of signing and must be completed no later than December 31, 2024.

Procurement Process and Schedule

The selection of Qualified Respondents is not subject to the bidding provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The selection is subject to the New Jersey Local Unit Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq. The Township has structured a procurement process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFQ. Qualification statements will be evaluated in accordance with criteria set forth in section 2 of this RFQ, which will be applied in the same manner to each Qualification Statement received. Respondents agree to at all times to abide by all requirements of the New Jersey law, including, but not limited to the aforementioned "Pay to Play" laws, as well as any and all relevant Executive Orders and the New Jersey Election Law Enforcement Commission disclosure requirements.

Conditions Applicable to RFQ

Upon submission of a Qualification Statement in response to this RFQ, the Respondent acknowledges and consents to the following conditions:

- This RFQ does not commit the Township of West Orange to issue a Request for Proposal.
- The Township reserves the right to exercise its judgment to weigh the relative merit and deficiencies, if any, in all responses and commits. The Township reserves the right to reject for any reason, all responses and components thereof and eliminate any and all Respondents submitting this RFQ from consideration.
- The Township reserves the right (in its sole judgment) to reject any Respondent that submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to this RFQ.
- The Township reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or otherwise request additional information.
- All Qualification Statements shall become the property of the Township and will not be returned.
- All Qualification Statements will be made available to the public at the appropriate time, as determined by the Township (in the exercise of its sole discretion) in accordance with law.
- The Township may request Respondents to send representatives to the Township for interviews.
- Neither the Township, nor its respective staff, consultants nor advisors shall be liable for any claims for damages resulting from the solicitation or preparation of the Qualification Statement. There shall be no reimbursement to Respondents for the cost of preparing and submitting a Qualification Statement for participating in this procurement process.

Addenda or Amendments to RFQ

During the period provided for the preparation of responses to the RFQ, the Township may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the Township and will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of the addenda issued prior to the proposal submission date.

Standard Requirements of Technical Qualifications

Respondents shall submit technical qualifications which contain the following:

- Business name, the principal place of business, and if different, the place where services will be provided.
- Respondents must have a minimum of five (5) years' experience.
- The education, qualifications, experience, and training, and licenses of all persons who would be assigned to provide services along with their names and titles.
- A listing of all other engagements where services of the types proposed, were provided in the past. This should include other Township governments, businesses or other government entities. Contact information for references must be provided.
- A statement shall be provided by respondent that neither its firm nor any individual assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.

- The attached submission form can be replaced with respondents own prepared resume. All questions must be addressed as requested.
- Applicant must provide proof of licensure or certification in areas of study surrounding solid waste and/or recycling.

SUBMISSION CHECKLIST

1. Submission Form and Cost Proposal in accordance with Section II
2. Statement of Ownership Disclosure
3. Mandatory Equal Employment Opportunity Language
4. Affirmative Action Compliance Notice (Exhibit A)
5. Americans with Disabilities Act of 1990
6. Non-Collusion Affidavit
7. New Jersey Business Registration Certificate (Copy)
9. Prohibited Russia-Belarus Activities & Iran Investment Activities
10. Political Disclosure Statement
11. Certificate of Insurance
12. Licenses pertaining to this RFQ

Cost Analysis

Respondents should submit a cost proposal which would include any proposed retainer, the services to be provided at a flat rate, if all or any services will be billed through hourly rates and what are the established rates. The Township shall in its discretion, provide a fee schedule with hourly rates depending on the nature of the matter. By submission of a proposal, you acknowledge and agree to adhere to the fee schedule.

Submission Evaluation

When the Township is in need of a particular service, the selection will be the most advantageous submission based on all of the evaluation factors set forth in this RFQ.

Each submission must satisfy the objectives and requirements detailed in this RFQ. The successful respondent shall be determined by an evaluation of the total content of the qualifications submitted. The Township reserves the right to:

Not select any of the submissions or select only portions of a particular Respondent's qualifications for further consideration (however Respondents may specify portions of proposal that they consider "bundled").

Award a contract for the requested services at any time within the 12-month contract period after review of the qualifications and approval by Township Council through resolution. Every submission shall be valid through this time period.

Submission Limitations

This RFQ is not intended to be an offer, order, or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Township by issuance of this RFQ. The Township reserves the right to refuse any submission.

Use of Information

Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like, furnished or disclosed by the Township to the Respondent in connection with this RFQ, shall remain the property of the Township. When in tangible form, all copies of such information shall be returned to the Township upon request. Unless such information was previously known to the Respondent, free of any obligation to keep it confidential, or has been or is subsequently made public by the Township or a third party, it shall be held in confidence by the Respondent, shall be used only for the purposes of this RFQ and shall not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

General Terms and Conditions

The Township reserves the right to reject any or all submissions, if necessary, or waive any informality in the submission.

In case of failure by the successful Respondent, the Township may procure the articles or services from other sources, deduct the cost of the replacement from money due the Respondent under the contract and hold the Respondent responsible for any excess cost.

The Respondent shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional, and Automobile Liability.

Each submission must be signed by the person authorized to do so.

Township assumes no responsibility for submissions received after designated date and time due.

By submission of qualifications, the Respondent certifies that the service to be furnished will not infringe upon any valid patent, trademark, or copyright.

The successful Respondent shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Township harmless.

No Respondent shall influence, or attempt to influence, or cause to be influenced, any Township Officer or employee to use their official capacity in any manner.

No Respondent shall cause or influence, or attempt to cause influence, any Township Officer or employee to use their capacity to secure unwarranted privileges or advantages for the Respondent.

Should any differences arise between the contracting parties as the meaning or intent of these instructions or specifications, the Townships decision shall be final and conclusive. The Township shall not be responsible for any expenditure of monies or other expenses incurred by the Respondent in making its request for consideration.

All necessary forms required by this RFQ shall be completed and submitted as part of this submission

Instructions for Submission

Respondents must submit an original and one (1) copy of their Qualification Statement

Designated Contact Person:

Panayiota Reynolds, Purchasing Agent, RPPS, QPA

Township of West Orange

66 Main Street

West Orange, NJ 07052

Submissions must be received Wednesday, April 3, 2024 at 10:00 A.M. Preferred delivery methods are US mail or hand delivery. Facsimile or electronic delivery will not be accepted.

To be responsive, Qualification Statement must provide all requested information and conform to instructions. Qualification Statements and related information must be bound and signed by Respondent.

All Respondents hereby agree to work under the terms and conditions as set by the Township. If awarded a contract by Township Council Resolution during 2024

calendar year, that contract will be in effect for one year.

Evaluations

The Township of West Orange's objective by soliciting Qualification Statements is to establish a pre-qualified group of professionals that will provide high quality and effective cost services to the Township. The Township will consider Qualification Statements only firms and individuals, in the Townships judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the Township in the manner described in the RFQ. The Township on the basis of the most advantageous will evaluate proposals with the following criteria:

Ranking Percentage and Criteria for Evaluations

- 35% Experience and reputation in the field
- 20% Knowledge of the Township and subject matter as it's related to contract
- 10% Availability to accommodate meeting attendance
- 25% Cost details, including the hourly rates of each of the individuals who will perform certain services and time estimates for each individual, all expenses (if applicable)
- 5% The utilization of local contractors and businesses, whenever possible.
- 5% Other factors demonstrated to be in the best interest of the Township

Questions /Answers

Below are a few questions/answers that may be helpful that have been asked:

Q: since mail has to go the residents of properties built before 1978. How many of these properties currently exist?

A: There are approximately 12,722 residential properties constructed prior to December 31, 1978 located in the Township of West Orange;

Q: Do you have this number or I need to do the work to obtain it?

A: The Township has a list of approximately 12,722 residential properties constructed prior to December 31, 1978 and will provide a copy to the successful vendor;

Q: As far as pricing, are you looking for example a cost to do the work for the township. example \$30K and the cost per inspection/ landlord \$X... I am just making up numbers \$30K is just a number.

A: Please refer to RFQ #19. Fee Schedule/Payment detail on page 6;
Successful vendor will provide their total cost to provide the management support services in administering lead-based paint inspections and testing services in residential rental dwellings on behalf of the Township in accordance with N.J.A.C. 5:28A Title 5. Community Affairs, Chapter 28A (New Jersey P.L. 2012 Chapter 182, also known as the Lead Base Paint Hazards in Residential Rental Properties).

Q: Am I the one doing the mailing or will the township do the mailing?

A: The successful vendor is responsible for all mailings

Q: If the visual fails, are we required to do another visual or is a dust wipe is needed?

A: If the visual inspection fails and remediation is required, the following is required as per N.J.A.C. 5:28A-2.5(e): Upon conclusion of the remediation, the following procedure shall be followed:

1. If the owner utilized interim controls for remediation, the lead evaluation contractor or permanent local agency shall conduct an additional inspection within 60 days of the initial

inspection by using dust wipe sampling. If the inspections shows that the hazard no longer exists, the lead evaluation contractor or permanent local agency shall certify the unit as lead-safe on the form prescribed by the Department. The certification shall be valid for a period of two years from the date of issuance; and

2. If the owner utilized abatement for remediation, and a lead abatement clearance certificate has been issued by the local enforcing agency in accordance with N.J.A.C. 5:17, then the lead-free certificate issued at the final clearance inspection shall exempt the dwelling from future periodical lead-based paint inspections.

Q: Who collects the \$20.00 for the state?

A: The Township is responsible for collecting the \$20.00 on behalf of the State of New Jersey but shall be collected at the time of application.

Q: regarding the 12,722 residents. Do you already have these addresses identified?

A: YES

Q: Will the Township provide the awarded Vendor with the list of Rental registrations with addresses and contact information in order for the vendor to contact and maintain?

A: Yes, the Township will provide a list of rental registrations from our mercantile license registration system. In addition, the Township has a list of approximately 12,722 residential properties constructed prior to December 31, 1978 and will provide a copy to the successful vendor

(REVISED 4/10)

EXHIBIT A

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**.

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:5-31, et seq., and N.J.A.C. 17:27 within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or

A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or

An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

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

Yes _____ (If yes, submit a copy of such approval.) No _____.

Do you have a State Certificate of Employee Information Report approval?

Yes _____ (If yes, submit a copy of such approval.) No _____.

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY: NAME: _____

SIGNATURE & TITLE: _____

NOTE: A **bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq.**, within the time frame stipulated.

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than *the* recipient of the bid and will not be communicated *to any* person prior to the official opening of the bid.

The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder.

(Signature) _____

Subscribed and sworn to

Before me this day _____ of 20 _____

AFFIANT _____

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20 _____

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the Municipal Clerk's Office upon award of contract by the Mayor and Township Council.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Acknowledgement of Insurance Requirement:

(Signature)

(Date)

(Printed Name and Title)

This form must be completed, signed and returned with RFP.

NON-CONFLICT OF INTEREST CERTIFICATION

REQUEST FOR QUALIFICATIONS

**Consultant to Provide Management Support Services in
Administering Lead-Based Paint Inspections and Testing
Services in Residential Rental Dwellings on Behalf of the
Township in Accordance with N.J.A.C. 5:28A Title 5.**

Community Affairs, Chapter 28A

**Lead-Based Paint Inspections in Residential Rental Dwellings
(New Jersey P.L. 2012 Chapter 182, a.k.a. Lead Base
Paint Hazards in Residential Rental Properties)**

The undersigned certifies to the Township of West Orange, County of Essex, State of New Jersey that in performing services to the Township he/she is aware of no circumstance that would constitute a conflict of interest, financial or otherwise, between him/her (or his/her firm) and the interests of the Township. The undersigned certifies that he/she has made a search of his/her firm's client base and has executed this certification subsequent to such search. The undersigned acknowledges this a continuing certification, and shall remain in effect for the term of the services contained in the solicited request for qualifications. I certify that the foregoing statements made by me are true and accurate to my personal knowledge; I am making this certification in good faith. I am aware that if any of the foregoing statements made by me are false, the Board is free to terminate any professional service agreement entered into with the undersigned and/or his or her firm.

Certifying Official:

Print Name: _____

Signed By: _____

Title: _____

Date: _____

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Township of West Orange, (hereafter "TOWNSHIP") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the contractor

agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP's grievance procedure, the contractor agrees to abide by any decision of the TOWNSHIP which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP, or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the TOWNSHIP or any of its agents, servants, and employees, the *TOWNSHIP shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the TOWNSHIP from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

I acknowledge:

Signature of Vendor

TOWNSHIP OF WEST ORANGE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal: Must check appropriate boxes

- ☐ Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and
- ☐ Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	

Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Township of West Orange, State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Orange, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” 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
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the 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.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____	_____	
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name: Essex

State: Governor

Legislative District #s: 26, 27, 28, 29, 34, & 40

State Senator and two members of the General Assembly per district.

County:

County Commissioners	County Clerk	Sheriff
County Executive	Surrogate	Registrar of Deeds

Municipalities (Mayor and members of governing body, regardless of title):

Belleville Township	Irvington Township	Orange City
Bloomfield Township	Livingston Township	Roseland Borough
Caldwell Borough	Maplewood Township	South Orange Village
Cedar Grove Township	Millburn Township	Verona Township
East Orange City	Montclair Township	West Caldwell Township
Essex Fells Township	Newark City	West Orange Township
Fairfield Township	North Caldwell Borough	
Glen Ridge Borough	Nutley Township	

Boards of Education (Members of the Board):

Belleville Town	NONE
Bloomfield Township	
Caldwell-West Caldwell	
Cedar Grove Township	
Essex Fells Borough	
Fairfield Township	
Glen Ridge Borough	
Irvington Township	
Livingston Township	
Millburn Township	
Newark City	
North Caldwell Borough	
Nutley Town	
Roseland Borough	
South Orange-Maplewood	
Verona Borough	
West Essex Regional	
West Orange Town	

Fire Districts (Board of Fire
Commissioners):

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of West Orange*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of West Orange*** to notify the ***Township of West Orange*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the

Township of West Orange to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

TOWNSHIP OF WEST ORANGE, NEW JERSEY

Professional Service Contract
Qualification and Costs Submission Form

Note: A separate resume can be attached.

1. Please provide the name and address of Names and roles of the individuals who will perform the services and description of their education, municipal experience and experience with projects similar to the services contained herein including their education, degrees and certifications.

2. References and record of success of same or similar service.

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff.

4. Cost details, including the hourly rates of each of the individuals who will perform services, and all expenses:

Authorized Representative _____ (signature)

Telephone # _____

FAX # _____

ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, _____ of the firm
_____ hereby acknowledge that any
corrections, additions and/or, deletions have been initialed and
dated in this Submission Package.

(Signature) _____

(Date) _____

TOWNSHIP OF WEST ORANGE

CHECKLIST

SUBMISSION DATE: Wednesday, April 3, 2024 at 10:00 A.M.

The following items are required to be **included** with the sealed submission:

- **Qualification Statement**
- Non-Collusion Affidavit
- Disclosure of Ownership Form
- Insurance Requirement Acknowledgement Form
- Mandatory Equal Employment Opportunity Notice Acknowledgement
- Copy of your Business Registration Certificate as issued by the State of New Jersey, Department of Treasury, Division of Revenue
- Non- Conflict of Interest Declaration
- Political Disclosure Certification
- Prohibited Iran Investment Activities
- Licenses pertaining to this RFQ
- AMERICANS WITH DISABILITIES ACT OF 1990
- Receipt of Addendum

Reminder: Please submit one (1) original and one (1) additional set of the sealed submission. Copy can be on a USB stick/flash drive.

Exhibit “B”



181 US Highway 46
Mine Hill, NJ 07803

Phone: 908-654-8068
Fax: 908-654-8069
info@lewenvironmental.com

The Township of West Orange

REQUEST FOR QUALIFICATIONS FOR
MANAGING THE ADMINISTRATIVE SUPPORT SERVICES
TO ENSURE COMPLIANCE WITH NEW JERSEY LEAD-
BASED PAINT LAW REQUIREMENTS IN RESIDENTIAL
RENTAL PROPERTIES FOR 2024

ORIGINAL

Individual Authorized to Commit LEW
Environmental Services LLC, and Its
Resources to an Agreement:

Greg Krueger, Senior Vice President
(908) 654-8068 ex. 67

The Township of West Orange
66 Main Street
West Orange, NJ 07052

Attn: Panayiota Reynolds,
Purchasing Agent

**MANAGING THE
ADMINISTRATIVE SUPPORT
SERVICES TO ENSURE
COMPLIANCE WITH NEW
JERSEY LEAD-BASED PAINT
LAW REQUIREMENTS IN
RESIDENTIAL RENTAL
PROPERTIES FOR 2024**

**SUBMISSION DEADLINE
April 3, 2024
10:00am**

HEADQUARTERS LOCATION

LEW Environmental Services National Headquarters
181 US Hwy 46
Mine Hill, New Jersey 07803

Phone: (908) 654-8068

Fax: (908) 654-8069

Toll Free: (800) 783-0567

www.lewenvironmental.com

info@lewenvironmental.com

bids@lewenvironmental.com

Hours of Operation:

Monday-Friday

8:00 AM – 5:00 PM (EST)



ABOUT US

LEW Environmental provides property-oriented services including:

- environmental testing
- consulting
- remediation
- training

Projects of all sizes for entities including:

- residential
- commercial
- industrial
- governmental

Areas of specialization include:

- lead-based paint
- mold
- asbestos
- radon
- indoor air quality
- underground tanks
- phase I, II, and III environmental assessments

OUR EXPERTISE

LEW Environmental delivers honest, reliable, and cost-effective turnkey solutions to clients, ensuring the highest quality service. The knowledgeable and friendly team of LEW's professionals is dedicated to providing state-of-the-art, 21st century solutions to service a full array of environmental needs and goals.

Experienced specialists in the environmental testing and remediation field who hold over 100 certifications and continue to develop expertise support our full-service capability. LEW Environmental's stellar reputation has been built by delivering skillful solutions time and again for over 25 years. Our new and repeat customers can count on us for trusted solutions, peace of mind, and great satisfaction.

RECOGNITION

As a leader in the environmental services industry, LEW Environmental Services has shared its expertise with national organizations, government agencies, and media outlets: • The US General Accounting Office (GAO) • **CNBC**

- HUD's Guidelines for the Evaluation and Control of Lead-Based Paint and Lead-Based Paint Hazards (2012)
- National Lead Safe Housing and Indoor Environmental Conference & Expo – Lead Star Award for Outstanding Service in the Lead Poisoning Prevention and Lead Hazard Control Fields
- NBC's Today Show
- ABC Emma Lazarus Award in Healthcare Facilities
- The Architects League of Northern New Jersey
- The New York Times
- Good Housekeeping
- The National Apartment Association (NAA)
- IAQ Publications, Inc. Contractor of the Year Award – Lead Tech
- NBC's George to the Rescue
- National Association of Home Builders (NAHB)
- National Center for Healthy Homes, Preventing Lead Exposure in Children (2014)
- New Jersey Apartment Association:

LEAD

**FULLY
LICENSED
INSURED AND
BONDED**

**RECOGNIZED
EXPERTS
FOR OVER
25 YEARS**

MOLD

ASBESTOS

**CONSULTING
REMEDIATION
TRAINING
AND MORE**

**NATIONAL
RELATIONSHIPS**

RADON

TANKS

**EXCEPTIONAL
CUSTOMER
SERVICE**

TOWNSHIP OF WEST ORANGE

CHECKLIST

SUBMISSION DATE: Wednesday, April 3, 2024 at 10:00 A.M.

The following items are required to be **included** with the sealed submission:

- **Qualification Statement**
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- **Disclosure of Ownership Form**
- **Insurance Requirement Acknowledgement Form**
- **Mandatory Equal Employment Opportunity Notice Acknowledgement**
- **Copy of your Business Registration Certificate as issued by the State of New Jersey, Department of Treasury, Division of Revenue**
- **Non- Conflict of Interest Declaration**
- **Political Disclosure Certification**
- **Prohibited Iran Investment Activities**
- **Licenses pertaining to this RFQ**
- **AMERICANS WITH DISABILITIES ACT OF 1990**
- **Receipt of Addendum**

Reminder: Please submit one (1) original and one (1) additional set of the sealed submission. Copy can be on a USB stick/flash drive.

TOWNSHIP OF WEST ORANGE, NEW JERSEY

Professional Service Contract
Qualification and Costs Submission Form

Note: A separate resume can be attached.

1. Please provide the name and address of Names and roles of the individuals who will perform the services and description of their education, municipal experience and experience with projects similar to the services contained herein including their education, degrees and certifications.

See List following this page

2. References and record of success of same or similar service.

The Township of South Orange

LEW is vendor providing management and dust wipe sampling/ inspection services for NJ Law for Rental Dwellings

Phone: 973-378-7775

The Township of Hillsborough - LEW is vendor providing management and dust wipe sampling/ inspection

services for NJ Law for Rental Dwellings

Phone: 973-378-7775

The Township of Verona - LEW is vendor providing management and dust wipe sampling/ inspection services for NJ Law for Rental Dwellings

Phone: 973-378-7775

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff.

See attached Proven Process

4. Cost details, including the hourly rates of each of the individuals who will perform services, and all expenses:

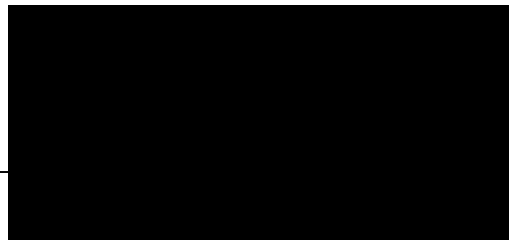
See separate Fee sheet

Authorized Representative

 (signature)

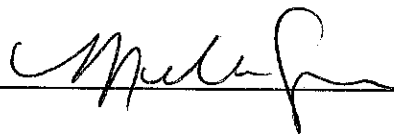
Telephone #

FAX #



ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, Melissa Guagenti, Vice President of Customer Success of the firm
LEW Environmental Services, LLC hereby acknowledge that any
corrections, additions and/or, deletions have been initialed and
dated in this Submission Package.

(Signature) 

(Date) 4/2/2024

TOWNSHIP OF WEST ORANGE

REQUEST FOR QUALIFICATIONS FOR THE POSITION OF MANAGING THE ADMINISTRATIVE SUPPORT SERVICES TO ENSURE COMPLIANCE WITH NEW JERSEY LEAD-BASED PAINT LAW REQUIREMENTS IN RESIDENTIAL RENTAL PROPERTIES FOR 2024

PROJECT APPROACH AND METHODS FOR COMPLYING WITH SCOPE OF WORK

LEW Environmental is one of the nation's oldest, most acknowledged, and respected environmental lead testing and evaluation entities. With more than 30 years assisting NJ agencies, property owners and residents, prior NJEHA Business partner of the Year, LEW looks forward to assisting you and your community.

LEW Environmental Services, LLC (LEW) believes that to provide our clients with the highest level of professional and technical environmental services, we must have a clear understanding of the requirements and goals of our clients' needs, as well as a complete and up-to-date understanding of all the appropriate regulations.

New Jersey's Lead-Safe Certification Law: Lead-Based Paint Inspections in Rental Dwelling Units: N.J.A.C. 5:28A went into effect on July 22, 2022. The law requires under Section 1. B. that a municipality provide for the required visual and potential lead dust wipe sampling either through a permanent local agency who performs such inspections OR, in the case of a municipality that does not maintain such permanent local agency for inspections, the municipality shall hire a lead evaluation contractor, certified to provide lead paint inspection services by the Department of Community Affairs (DCA).

Some municipalities do not have such a permanent agency or will not have the ability to meet the requirements of this new law. LEW Environmental provides the appropriate Professional Services "Staffing" (Certified by NJ DOH, & DCA.) to perform the required Visual Paint Inspection and/or Lead Dust Wipe sampling.

SCOPE OF WORK

The inspection methodology required for The Township of West Orange is Visual Inspections.

LEW will provide proper staffing to perform all the labor necessary for the completion of visual assessments to comply with NJAC 5:28A in the dwelling unit(s) and a common area.

Exteriors will not be included in assessment per NJAC 5:28A. Visual assessment will be performed in accordance with the HUD Guidelines and regulations at 42 U.S.C. § 4851b.

If no deteriorated paint (presumed hazards) is noted, a Lead-safe certification will be issued per NJAC 5:28A. If deteriorated paint (presumed hazards) is noted, a Lead-safe certification will NOT be issued per NJAC 5:28A.

Deteriorated paint will be required to be addressed by abatement or interim controls, followed by a post-remediation inspection with dust wipes (additional site visit and dust wipe fees will apply).

LEW is licensed/certified by the applicable regulatory agency to perform the proposed services and all of our environmental professionals and staff are certified by the appropriate regulatory agency.

Inspections shall be performed on certain single-family, two-family, and multiple rental dwelling for lead based paint hazards every three years or upon tenant turnover where there is no valid lead-safe or lead-free certification.

PROGRAM PROTOCOLS AND CONTRACT MANAGEMENT

For ease of use for the municipalities, we are excited to have developed a powerful new, all-in-one technology to manage DCA's lead based paint regulations. It is a brand-new exclusive portal, built and designed specifically for municipalities to manage their lead paint inspection data. The combination of our lead expertise and proprietary data platform will help minimize municipal effort and ensure compliance.

Contract management will be under the direction of Dan McGowan, CEO and Greg Krueger, Senior Vice President. Alongside the two upper management will be the aid of the following team members, Melissa Guagenti, Vice President of Customer Success, Jelena Ristic, Office Manager, our customer service team and LEW's team of knowledgeable New Jersey certified lead-based inspectors and risk assessors.

Since the law came into effect LEW has been the preferred vendor for partnership, managing the program for many municipalities. We have the financial, technological, and human resources to properly meet the requirements of this RFP. Our administrative staff has substantial experience in contacting clients within 24 hours of notification, and scheduling/mobilizing our staff to be on-site in a timely manner. It is this ability, along with our previously mentioned experience and resources, which provides our clients with a level of comfort. We certainly appreciate the opportunity to work with our clients and to provide them with precise and professional expertise.

As LEW being your preferred partner, we will reach out to property owners, schedule, and perform the service and charge the property owners directly for the service. We will maintain all data in our proprietary online portal and provide access to The Township of West Orange. This ensures compliance on your behalf with LEW performing all the work.

LEW will also be responsible for providing reporting and any Municipality fees and NJ State fees to the Municipality in a required time frame.

The LEW Environmental Proven Process:

1. LEW Environmental will utilize any available public records to create and maintain a database of rental dwelling units identified as requiring inspection per municipal code 209-46. This will include sending an OPRA request to The Township of West Orange to gather the list of registered rental properties.
 2. LEW will contact Landlords electronically through our portal, email, phone, or mailers to educate them on the NJ Law and sign up for services.
 3. LEW has a dedicated email address, info@njleadlaw.com and phone number for landlords, owners, or general public to inquire and ask any questions about the inspections and the law.
 4. Landlords will schedule the appropriate inspection dates in real-time through the portal. With dynamic routing, immediately, LEW's staff is assigned and will perform inspections. All payments are made and tracked electronically through the LEW platform, including any municipal and the New Jersey state fee of \$20.00 per unit. LEW will then remit the state and local fees to the municipality on a monthly basis.
 5. The Township will have access to the status of all inspections required in their town as well as the ability to view/upload reports. This includes:
 - a. All units that require an inspection;
 - b. Units that have completed the inspections;
 - c. All non-compliant properties;
 - d. All units deemed lead-free or lead-safe
 - e. All reports and reports with lab results
 - f. All units that have failed and require reinspection
- All notifications are tracked and logged in accordance with the property address, including block and lot numbers.
6. The LEW technology will continuously follow up with units that have not been completed to ensure compliance ahead of the mandatory completion date. As inspection is needed to be completed again in the future, the system will pro-actively notify the Landlord and maintain the data for the town.
 7. As part of the inspection, the inspector enters all required information and results directly into the portal. The results and report are available within 10 business days and will be sent directly to landlord and uploaded in the municipality portal.

LEW plans to utilize current management, office staff, and field personnel to carry out this contract.

A video of our proven process can be found by going to www.bit.ly/415XTib or by scanning the code below.



How It Works



PARTNER

Establish a strategic partnership with the municipality where LEW Environmental is the recommended partner



PREPARE

LEW prepares a joint letter describing the regulation, program and benefits to all



DATA SHARE

Municipality provides contact information for known impacted properties



NOTIFY

LEW utilizes advanced marketing capabilities to notify property owners and set follow-up dates for additional communication



INSPECTIONS

Testing services are scheduled and performed by the LEW Environmental staff with 30+ years of tenant/landlord experience



REPORTING

All landlord data and lead-safe certifications are uploaded to the town portal, so the municipality has real-time access to status and compliance



SEAMLESS FOLLOW UP

If a property tests positive for lead hazards, the system will follow up to ensure remediation has been completed



PAYMENTS

LEW bills the property owner directly for the service at set rates for the entire municipality



FINALIZE

The portal notifies the property owner and the municipality when the report is completed. Notice is sent to the property owner to file directly with the municipality



TRACK

If the municipality provides filing data, our system can track outstanding filings



ENVIRONMENTAL SERVICES

NJ Lead Law Implementation Plan Example

Township

Item #	Action	Responsible Party	Target Date	Completed (Y/N)	Notes
1	Hold kick off meeting	Dan McGowan	4/1/2024	Y	
2	Establish initial partnership letter	Dan McGowan	4/1/2024	Y	
3	Finalize agreed upon partnership letter	All	4/1/2024	N	
4	Provide property owner information	Town	4/5/2024	N	Name, Address, Email
5	Upload property information into the portal	LEW IT	4/5/2024	N	
6	Send communication to property owners	LEW Marketing	4/8/2024	N	
7	Start performing services	LEW Operations	4/8/2024	N	
8	Provide municipality list of incorrect contact information	LEW Marketing	4/15/2024	N	
9	Reminder email providing direct ability to ask questions	LEW Marketing	4/15/2024	N	Timing based on email vs. address
10	Provide municipality portal login information - complete demo	LEW IT	5/1/2024	N	
11	Hold Initial Status Summary Meeting	All	5/1/2024	N	Determine alternative strategies
12	Send 60 day-out notification	LEW Marketing	5/1/2024	N	
13	Send 30 day-out notification	LEW Marketing	6/01/2024	N	
14	Send final notification	LEW Marketing	7/01/2024	N	
15	Send violation notice to property owners not in compliance	LEW Marketing	8/01/2024	N	

EXAMPLE OF LETTER TO LANDLORDS ON TOWN LETTERHEAD

New Jersey Lead Safe Certification

The Township has partnered with **LEW Environmental** to provide a comprehensive solution to ensure compliance with the new NJ law. Township records indicate one of your rental properties might be impacted by this new law.

N.J.A.C. 5:28A Lead-Based Paint Inspections in Rental Dwelling Units

The new law states that certain rental units in TOWN, built before 1978 are required to have a visual inspection to assess for lead hazards completed at the next tenant turnover, or by July, 2024.

Property owners with multiple unit buildings who have been registered with the DCA more than 10 years should speak with a member of LEW Environmental's staff prior to scheduling your inspection to see if your units qualify for an exemption.

Depending on the results of the visual inspection, a lead safe certification will be issued which is proof of compliance with the regulation. The Lead-Safe Certification will be valid for a two-year period. If a tenant turnover occurs after the expiration of the certificate, another inspection is required. If there is no tenant turnover then another inspection is required one year after the certificate expires (three years after the initial inspection).

Property owners that fail to comply with the new inspection requirements may be subject to a penalty of up to \$1,000 per week

LEW Environmental

The Township has partnered with LEW Environmental to conduct lead-safe certification inspections for your town. LEW Environmental boasts over 30 years of industry experience and safety excellence and are New Jersey's largest and most recognized Lead Evaluation entity. LEW Environmental inspectors are NJDOH certified and committed to cost-effective solutions for property owners.

How It Works

LEW Environmental has the leading technology in the lead industry. Service can be easily scheduled at your convenience by scanning the QR Code below, going to www.njleadlaw.com or calling our office at 1-800-783-0567. Service set up and confirmations will be emailed to you. With our proprietary lead portal, you have access to all information in real-time, including the lead-safe certificate, and all information is automatically sent to XXX and the state of NJ on your behalf. You will receive automated future reminders as well when service is needed again. It's fast, easy and ensures compliance!

Compliance Starts Here



**Scan here to learn more or to
schedule your inspection**

www.NJLeadLaw.com

800-783-0567

LEW
ENVIRONMENTAL SERVICES

POST REMEDIATION INSPECTION/CLEARANCE

The timely, accurate, and legally defensible collection of Dust Wipe samples, Soil Samples, and Clearance sampling is a necessity for any successful lead program. LEW recognizes these facts, has implemented a program, and trained our staff to continually remember and follow the necessary procedures to assure that such requirements are followed and the integrity of the data is not compromised.

LEW has a long-term relationship with a laboratory, which participates in the National Lead Laboratory Accreditation Program (NLAAP) (federally required) and has proven continual proficiency while participating in the Environmental Lead Analytical Proficiency Testing rounds (ELPAT) (requirement of HUD/EPA). LEW, in most situations, can provide three different sample results turnaround times, whereby offering our clients the most efficient project completion, occupant disturbance and costs savings. We offer a same day turnaround, a twenty-Four (24) hour turnaround time and a three-day turnaround time. LEW currently uses a two (2) part chain-of-custody, one copy stays with LEW in our project folder, the other one (1) copy goes with the samples to the Laboratory which gets signed by all parties who touch the samples inclusive of the lab manager and returned to LEW with the copy of the lab results. This provides for the maximum level of accountability and provides for the highest level of legally defensible lab data.

To assure all our clients that the proper procedures are being followed in a constantly changing environmental field, all LEW's Inspectors and Risk Assessors have been instructed/educated and well trained in HUD's 2012 standards along with the United States Environmental Protection Agency's (EPA) finalized regulation, "Lead; Identification of Dangerous Levels of Lead, Final Rule".

Once remediation has occurred in a unit, the landlord will schedule the reinspection through LEW's website. LEW will utilize in-house staff (Lead Risk Assessors) to perform the clearances. The same scheduling procedure as the initial inspection will be utilized. Once the lab receives the samples and analyze, they will send the results to our office via email, and the inspector will prepare the clearance report with lab analysis and will upload into the portal.

Understanding the action levels is also a key component for properly understanding the necessary interim controls, Lead-safe work practices, or abatement procedures either required or recommended. Since many of LEW's employees are also certified as Lead Abatement Supervisors and are actively writing lead specifications they understand the importance of these action levels, the collection procedures employed and the consequences of improper remediation/interim control activities.

Lead Inspection Services for the Township of West Orange Cost Proposal

LEW would like to thank you for allowing us this opportunity to be of service and proposes to perform the above stated services for the following amount.

**LEW Environmental Website Scheduling
and Management Portal:**

Free of Charge

Visual Inspection per unit:

\$250.00

- Required Inspection for West Orange per N.J.A.C. 5:28A

Lead-Based Paint XRF inspection per unit

**\$150.00 (Add-On to the
Visual Inspection)**

Performed by a NJ Licensed Lead Inspector-Risk Assessor, an XRF Inspection is available to the requesting party as an add-on to the Visual Inspection. An XRF inspection will allow a dwelling unit to be certified lead-based paint free and become exempt from the regulation forever. * A Lead-Free Certificate will only be issued if no lead-based paint is found.

Post Remediation Inspection/Clearance per unit:

\$295.00

Includes dust wipe samples.

Minimum number of dust wipes for reinspection is 9 dust wipes to satisfy the requirements of P.L. 2021 chapter 182.

Mailers to Landlords/Owner (If requested)

**\$1.60 per standard
letter/postcard**

****LEW will collect any municipality fee and \$20 per unit state fee via the Website and send to the municipality when further direction is given.**

****The above pricing will be held for up to 2 years for The Township of West Orange**



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info@lewenvironmental.com

Individuals performing work on the project, their areas of responsibility, experience, and qualifications

Individuals	Education, Experience & Qualifications	Years with our company
Greg Krueger	See attached Resume	20
Mark Franz	See attached Resume	26
Alex Salvador	See attached Resume	13
Michael Mosier	See attached Resume	5
Neheru Singh	See attached Resume	9
Andrew Wong	See attached Resume	2
Yerani Heredia	See attached Resume	.5
Nyire Edmonds-Grant		
Danny Feliciano		
Christopher Reed		
Marwan Khater		



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GREG KRUEGER

LEW Environmental Services

Education

Senior Vice President

BS Environmental Science, Marist College, Poughkeepsie, NY

Summary of Professional Experience/Qualifications

- Over 20 years of professional experience as an environmental services investigator and manager

Project Experience

- Representative relevant experience includes:
 - As Sr. VP: Responsible for day-to-day operations of administration and consulting divisions; maintains corporation compliance with all regulatory matters; and ensures projects remain within timeline and budgets.
 - Consulted with clients to maintain federal and state regulatory compliance within multiple environmental disciplines.
 - Trained employees in lead-based paint, asbestos, and indoor air quality investigations.
 - Conducted in-house and client based seminars for mold assessment and remediation with attendees ranging from maintenance personnel to CEOs.
 - Taught Indoor Air Quality course for Rutgers adult health programs, which included asbestos concerns.
 - Prepared Asbestos O&M plans for various properties.
 - Selects, and develops, or revises training programs to meet state, federal or other entities requirements.
 - Seeking, Evaluating and hiring all instructors for Asbestos, Mold, Lead and Safety (OSHA) training programs
 - Reviews evaluations for all instructors conducting training programs (Asbestos, Mold, Lead and OSHA.
 - Monitors the performance of all instructors.
 - Monitors the quantity and quality of training course materials including manuals/handouts, hands-on materials as well as schedules.
 - Oversees and monitors administrative process for training and training programs.
 - Manages and oversees health and safety training programs for Lew Corp field employees.
 - Manages training programs offered to public at Lew Corp, and client's sites.
 - Participated in an ICLE seminar to discuss the legal aspects of Asbestos
 - Oversaw over 2,000 asbestos investigations for homes that were affected by Hurricane Sandy.
 - Maintained radioactive safety and respiratory programs, including audits.
 - Developed protocols for volatile organic compound sampling utilizing EPA method TO-15.
 - Responsible for purchasing and maintaining all technical equipment.
 - Developed and implemented indoor air quality division that included hundreds of investigations for exposure to fungi,



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GREG KRUEGER

LEW Environmental Services

Senior Vice President

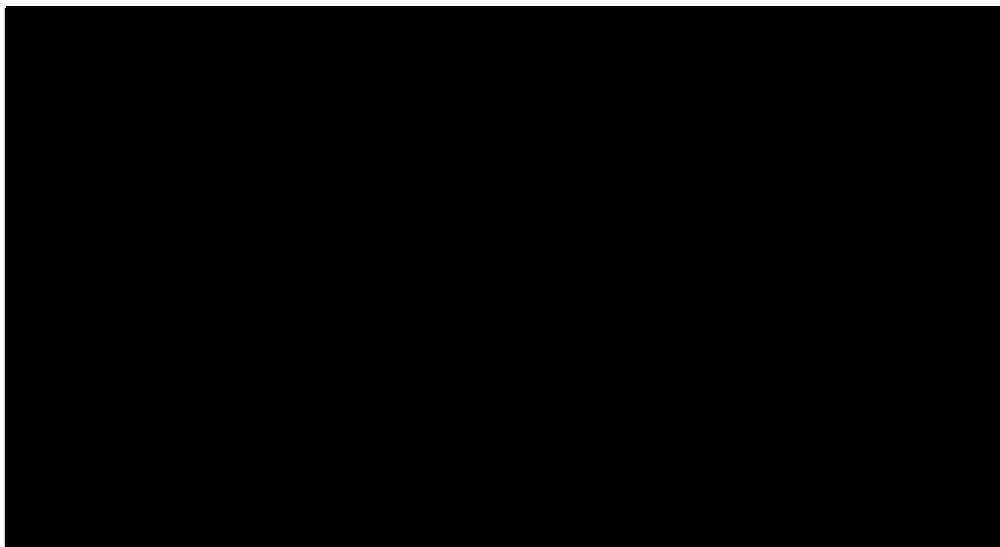
bacteria, human pathogens and associated risks.

- Technically advised all junior and senior personnel on indoor air quality projects.
- Responsible for maintaining company indoor air quality reference library.
- Performed hundreds of lead-based paint inspections and risk assessments in residential, commercial and government facilities.
- Implemented technological upgrades in lead-based paint assessments that reduced report turnaround time from two weeks to several days.
- SOP development for multifamily microbial and moisture surveys.

Employment Period	Job Title	Employer
2011 - present	Sr. Vice President	LEW Corp, Mine Hill, NJ
2007 - 2011	Sr. Project Manager	LEW Corp, Mountainside, NJ
2003 - 2007	IH/Safety Engineer	LEW Corp, Mountainside, NJ

Honors, Professional Affiliations, Achievements, Relevant Specialized Training, Publications, and Presentations

- Certified Lead-based Paint Risk Assessor for NJ, NY, PA, CT, HI, MT, and AK
- Counsel-certified Indoor Environmental Consultant – ACAC
- Counsel-certified Microbial Consultant – ACAC
- NJ Radon Measurement Technician
- Florida Certified Mold Assessor
- New York State licensed Mold Assessor
- Healthy Housing Specialist
- AHERA Asbestos Building Inspector
- 40 Hour OSHA/HAZWOPER
- ACAC Board Member





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Alex Salvador
Project Manager
LEW Environmental Services, LLC.

Education: AASApplied Science, Essex County Community College, 2004

Summary of Professional Experience/Qualifications

- Over 7 years of professional experience performing fungal and indoor air quality investigations, lead-based paint inspections and risk assessments as well as asbestos inspections and bulk sampling.
- Licensed Lead Inspector/Risk Assessor, a licensed AHERA Asbestos Inspector, and a Microbial Consultant for residential and public buildings.

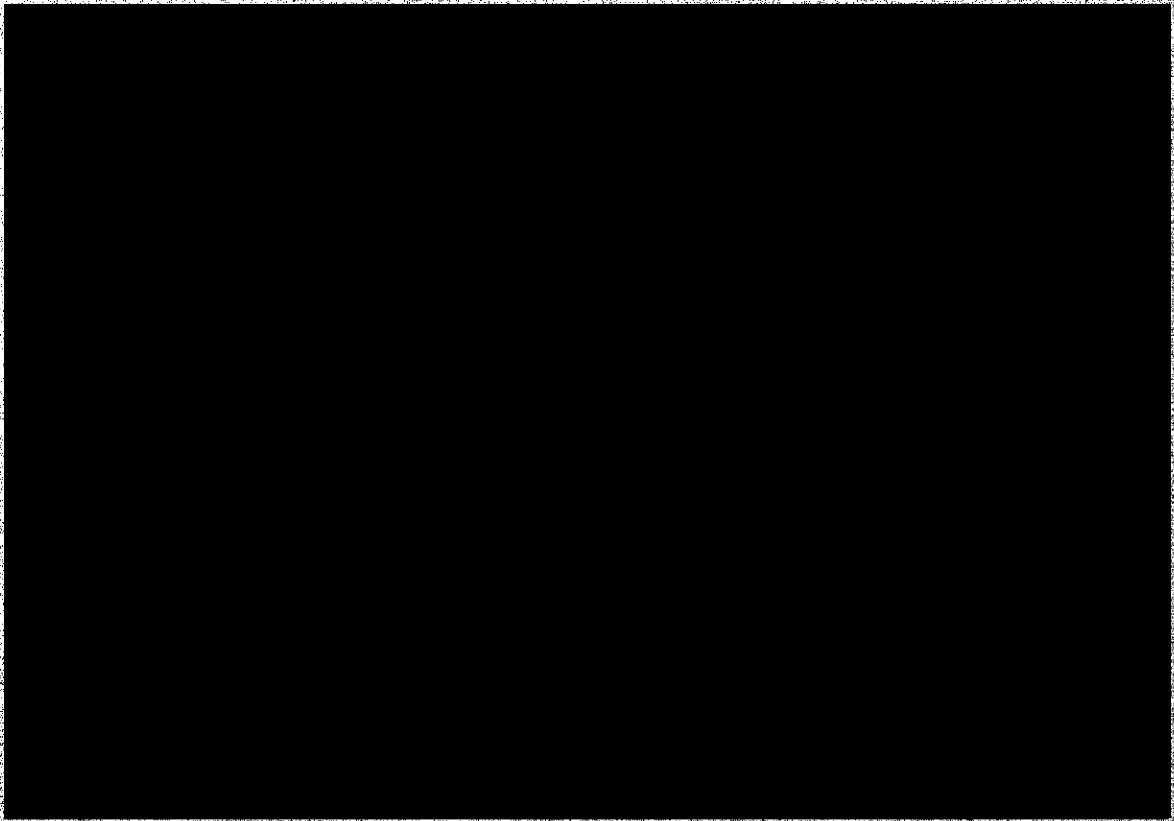
Project Experience

- Representative relevant experience includes:
- Conducts field environmental testing and evaluation, data review, and prepares detailed technical reports on findings and recommendations.
- Conducted over 200 lead-base paint and risk assessment inspections in multifamily and residential projects.
- An EPA approved principal bilingual English and Spanish instructor in EPA 40 CFR RRP for lead safe practices and dust wipe technician and has taught several classes pertaining to lead-based paint safe work practices and dust wipe sampling procedures.

Employment Period	Job Title	Employer
2010 - present	Senior Project Manager	LEW Corp, Mine Hill, NJ

Honors, Professional Affiliations, Achievements, Relevant Specialized Training, Publications, and Presentations

- 5-Day Lead Inspector/Risk Assessor NAETI - Ocean, NJ
- 3-Day EPA/AHERA Asbestos Inspector NAETI - Ocean, NJ
- 1-Day Training in RRP Rule CFR 40 Part 745.225
- 1-Day Training in Dust Sampling Tech CFR 40 Part 745.225
- 40 Hour OSHA Training CFR Hazwoper
- 8 Hour OSHA Hazwoper Training
- ACAC Council Certified Mold Investigator, Certification # 1605031
- CT Lead Inspector/Risk Assessor, License #2246
- DC Lead Risk Assessor, License # DC16-7318
- HI Lead Inspector, Certification # PB-0850
- NJ Lead Inspector/Risk Assessor, ID# 022779
- NJ Radon Certificate, Radiation Data Certification # 90016
- NY Lead Inspector/Risk Assessor, NY-R-110651-1





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Mark Franz
Project Manager
LEW Environmental Services, LLC.

Education: See relevant specialized training and certifications held below

Summary of Professional Experience/Qualifications

- Over 14 years of professional experience as experience operating and maintaining heavy equipment.
- Over 10 years' experience working in all phases of construction as a lead abatement supervisor and has done over 1000 lead-based paint projects.

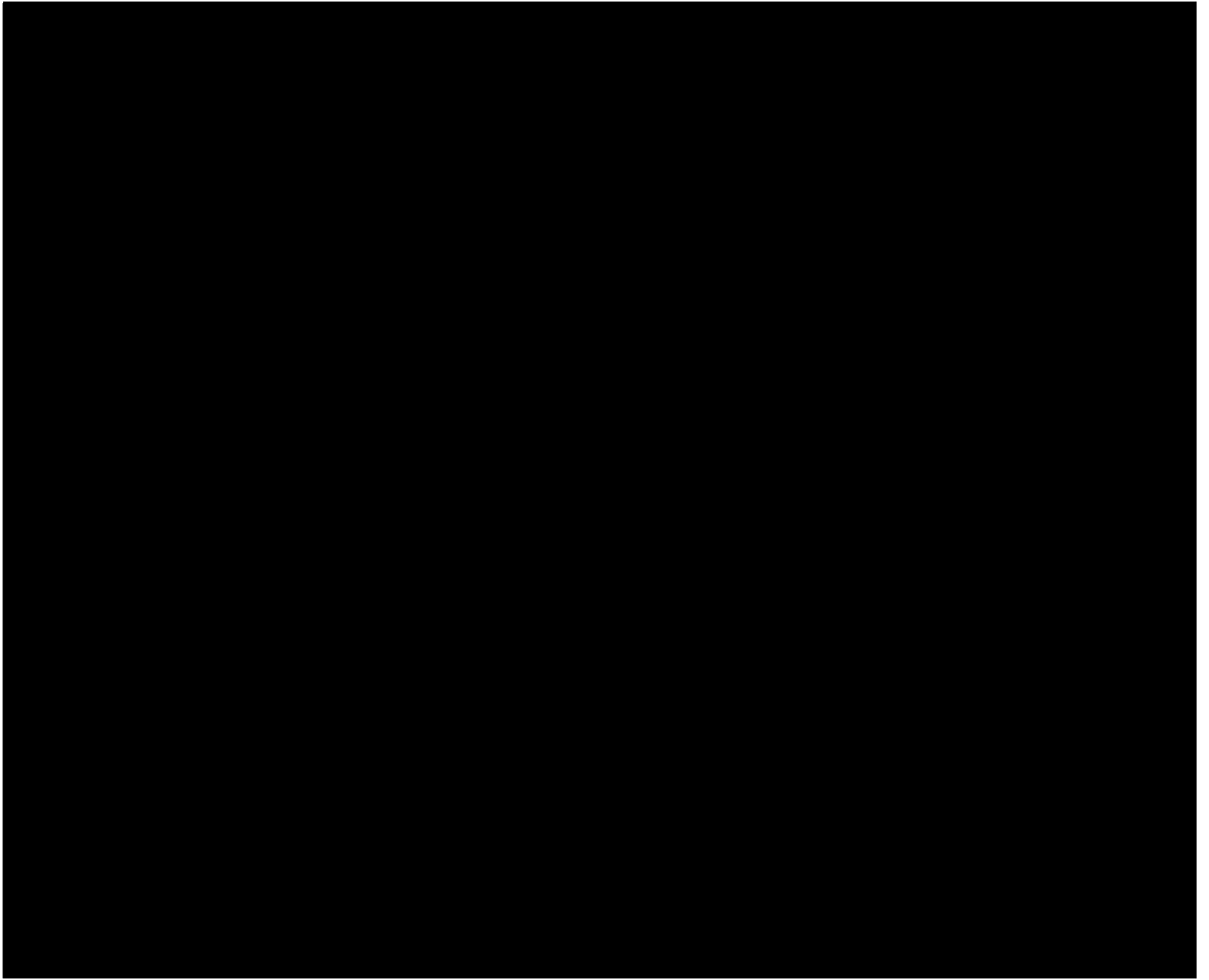
Project Experience

- Representative relevant experience includes:
- Conducted risk assessment, inspections and Lead abatement supervision for lead base paint in residential, public and commercial buildings.
- Proven ability to supervise work crews and work with a multi-disciplinary team.
- Prepares technical reports for lead projects, and conducts field XRF testing and various sampling.
- As a licensed lead abatement supervisor, performs many varied tasks on abatement projects such as project oversight, soil sampling, and clearance dust wipes, obtaining permits, sight sketches, project coordination and worker protection.
- Competent with all techniques associated with abatement such as component and mechanical removal, replacement, encapsulation and enclosure.
- Experienced in performing large volume, short turn-around time frame lead evaluation activities.
- Active participant in HUD's big buy program through Masimax, and HUD's single family foreclosure program.

Employment Period	Job Title	Employer
1997 - present	Project Manager	LEW Corp, Mine Hill, NJ

Honors, Professional Affiliations, Achievements, Relevant Specialized Training, Publications, and Presentations

- OSHA 40-hour Hazardous Materials Handler
- Heavy Equipment Operator, Commercial Driver License (CDL)
- NJ Lead Inspector/Risk Assessor ID#003265 Permit#009922
- NJ Lead Supervisor-Housing/Public ID#00365 Permit#009406
- NY Certified Lead Risk Assessor NY-01-062003-168
- NY Certified Lead Supervisor NY-01-062003-407
- PA Certified Lead Risk Assessor Cert. #000689
- FL Certified Lead Risk Assessor FL-02-0520031468
- FL Certified Lead Supervisor FL-02-0520031469
- DE Certified Lead Inspector Cert. # LI-00-0004
- DE Certified Lead Risk Assessor Cert#LRA-01-0050





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MIKE MOSIER

LEW Environmental Services

Senior Project Manager

EDUCATION:

University of Lynchburg, Lynchburg, VA

Bachelor of Arts, Graduated: May 2012

SUMMARY OF PROFESSIONAL EXPERIENCE/QUALIFICATIONS

- Performs lead-based paint inspections and risk assessments.
- Licensed Lead Inspector/Risk Assessor
- Licensed NYS/AHERA Asbestos Inspector

PROJECT EXPERIENCE

- Representative relevant experience includes:
 - Conducts field environmental testing, evaluation, data review, and prepares detailed technical reports on findings and recommendations.
 - Conducts lead-based paint and risk assessment inspections in multifamily and Residential projects.

**EMPLOYMENT PERIOD
COMPANY**

WORK EXPERIENCE

2018 – Present

Lead Paint Risk Assessor

LEW Environmental Services– Mine Hill, NJ

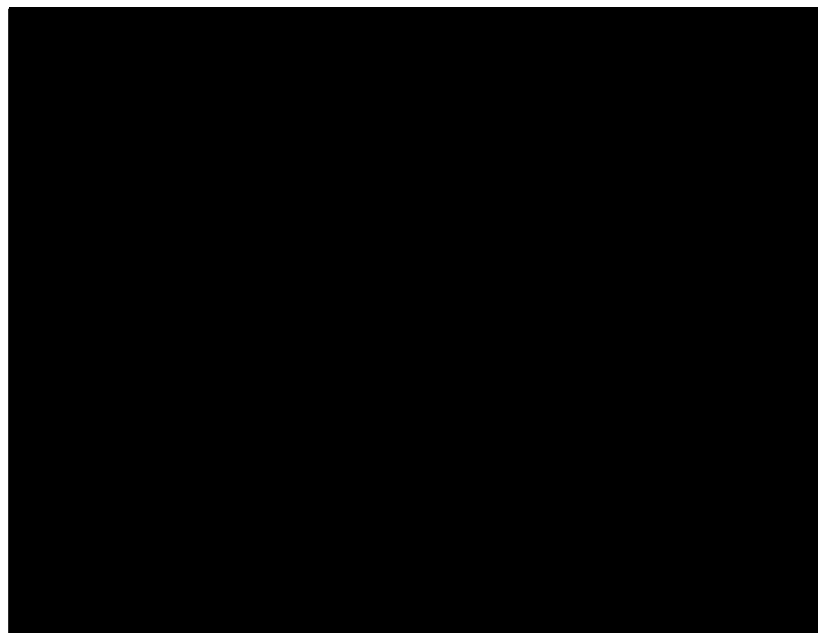
2015 – 2018

IH/Asbestos Inspector

Empire Environments – Towaco, NJ

CERTIFICATIONS:

- NJ Lead Inspector/Risk Assessor ID# 033123
- NYS Department of Labor Asbestos Certificate Cert# 15-14733
- NYS EPA/AHERA Asbestos Building Inspector ID# 49976
- OSHA HAZWOPER (40Hr)
- OSHA Construction Safety (40Hr)
- Renovate, Repair and Painting 40 Part CFR 745.225 Certified





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NEHERU SINGH
LEW Environmental Services, LLC
Field Inspection Technician

QUALIFICATIONS

Neheru Singh responsibilities include risk assessment, inspections, as well as, mold remediation and Lead abatement for lead base paint in residential, public and commercial buildings. He prepares technical reports for lead projects, and conducts field XRF testing and various sampling. During the four years at LEW Corporation, Mr. Singh has done over 1000 lead-based paint projects, including XRF and Asbestos testing of homes that were impacted by hurricane Sandy. He also worked on Lead Abatement and Mold Remediation projects on single family and Town homes in abating lead-based paint according to the Federal guidelines and Mold Remediation.

EXPERIENCE

Low Environmental Services, formerly LEW Corporation

2014-Present

- Mold remediation/Lead abatement
- Lead Based Paint XRF Inspections
- NY and NJ Asbestos Inspections

Worked on Lead Abatement and Mold Remediation projects on single family and Town homes in abating lead-based paint according to the Federal guidelines and Mold Remediation.

Jeys Management 2007-2014

Maintenance Technician

Responsibilities include Electrical, Plumbing, Carpentry and HVAC. Installed Rinnai "on-demand" water heaters as well as Storage tank water heaters. Involved in total renovation of hurricane Sandy ravaged condominiums that involved removing sheetrock, floors, insulation, water heaters, kitchen cabinets and granite countertops, furnaces as well as their heating and cooling vents and eventually the reinstallation of each.

Involved in rental property management which include tenant selection, lease preparation and rent collection. Resolved duties of a typical landlord on an on-call basis

EDUCATION

Building Inspector *National Asbestos & Environmental Training Institute* 2013
Ocean Township, New Jersey

Lead Inspector / Risk *National Asbestos & Environmental Training Institute* 2013
Ocean Township, New Jersey

Lead Dust Wipe Technician	<i>Lew Corp</i>	2011
	Mountainside, New Jersey	
Renovate Repair and Painting	<i>Lew Corp</i>	2011
	Mountainside, New Jersey	

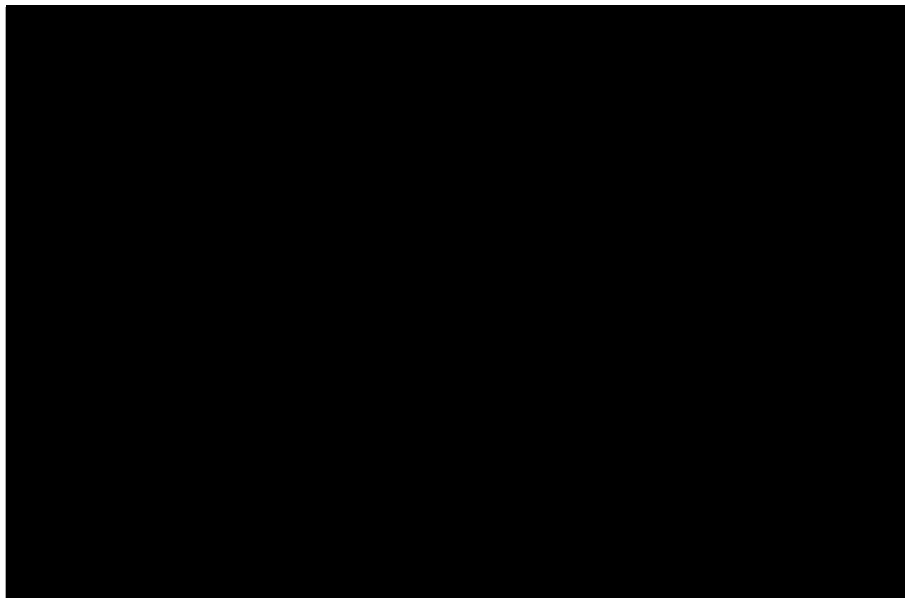
CERTIFICATIONS

EPA Lead Risk Assessor LBP-R-128957-1

NY Risk Assessor NY-R-128957-1

NY State Asbestos 14-00697

NJ Risk Assessor 030103





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ANDREW WONG

(212) 300-7076 • Queens, NY • aw1800@nyu.edu

EXPERIENCE

Environmental Field Technician

LEW Environmental Services | Mine Hill, NJ

August 2021 – Present

Perform various environmental investigations, including – but not limited to – XRF inspections, dust wipe sampling, lead water testing. Generate reports from said investigations. Report to the Senior Project Manager to communicate and facilitate project progress with other team members.

EPA-certified Lead Inspector

Aerotek | New York, NY

December 2020 – August 2021

Conducted surface-by-surface investigations of painted surfaces in residential areas to detect presence of lead using an X-Ray Fluorescence machine; identified room-equivalents and document component type as well as the underlying substrate and color and level of deterioration of paint for each reading across all rooms. Responded to queries from residents (e.g. lead paint hazards, abatement protocol, legal requirements, etc.).

Assistant Lead Inspector

Aerotek | New York, NY

October 2020 – December 2020

Followed an EPA-certified lead inspector to assist in proper documentation of tested surfaces on a tablet, phone, and paperwork (chains of custody and affidavits). Obtained samples of surfaces that tested positive for laboratory analysis. Photographed any deteriorating surfaces to set up an alert for particularly hazardous conditions. Promoted to EPA-certified lead inspector.

Teacher

C2 Education | Little Neck, NY

June 2018 - Present

Instruct students in lessons relating to language arts and science curricula. Provide instruction on SAT, ACT, and high school admissions tests. Assist in college admissions preparation. Monitor student progress and coordinate with director to plan out student programming. Maintain classroom environment with a ratio of 3 students to 1 student while providing the equivalent of one-on-one tutoring to each. Perform occasional administrative work (answering phone calls or emails, grading exams, setting up curriculum material/answer keys). Versed in both in-person and virtual instruction.

Key Accomplishments:

- Multiple students achieved 90+ percentile scores Average score increases of 150/4 points on SAT/ACT, respectively.
- Part of the team that reversed a budget deficit left behind by the previous center director.

EDUCATION

New York University | Masters of Science in Environmental Science

December 2018

- GPA: 3.5/4.0

New York University | Bachelors of Arts in Environmental Studies

May 2016

- GPA: 3.3/4.0
- Minors in Anthropology and Conservation Biology

SKILLS

OS X | Windows | iOS | Microsoft Office | Google Suite | Adobe | GIS | EPANET | Primavera Risk Analyzer





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Yerani Heredia
Field Inspection Technician
LEW Environmental Services, LLC.

Talented environmental professional with experience in Lead-based paint inspections, water sampling, dust sampling and soil sample. I am passionate about helping industries maintain a balance between economic development and environmental and human health.

SKILLS

- Work Ethic
- Critical Thinking
- GPS management, Georeferencing knowledge with ArcGis software
- Excellent attention to details
- Spanish native language
- Laboratory work, data entry
- Experience using World, Power Point and Excel

EXPERIENCE

LEW ENVIRONMENTAL SERVICES, LLC
LEAD BASED-PAINT INSPECTOR

MINE HILL, NJ
3/2023-PRESENT

- Performs lead-based paint inspections and risk assessments
- Licensed Lead Inspector/Risk Assessor

TESTOR TECHNOLOGY
LEAD-BASED PAINT INSPECTOR

- ☐ Conduct Lead-based paint inspection
- ☐ Generate a report
- ☐ Conduct water sampling for lead
- ☐ Conduct dust sample after abatement and interim control

POPULUS GROUP/LEW CORPORATION
LEAD BASED PAINT INSPECTOR TRAINEE

NEW YORK, NY
12/2021-03/2022

- ☐ Conducted Lead-based paint inspection
- ☐ Filled out field checklist and draw a sketch

JERSEY CITY DEPARTMENT OF HEALTH
INTERNSHIP: ENVIRONMENTAL HEALTH SPECIALIST

JERSEY CITY, NJ
08/2021 - 09/2021

- Enforced state and local public health and environmental regulations

- Conducted routine restaurant, bathing, swimming pool and youth camp inspections
- Responded to nuisance, housing, and food complaints

**RUTGERS'S UNIVERSITY NEWARK
INTERNSHIP: RESEARCH ASSISTANT**

**NEWARK, NJ
05/2019-10/2019**

- Prepared chemical solutions
- Measured conductivity
- Compiled And analyzed data

EDUCATION

**BIG APPLE OCCUPATIONAL SAFETY INC.
EPA-LEAD BASED PAINT RISK ASSESSOR INITIAL**

**NEW YORK, NY
06/2022-06/2022**

**RUTGERS UNIVERSITY NEW BRUNSWICK
Environmental & public health program (EPH)**

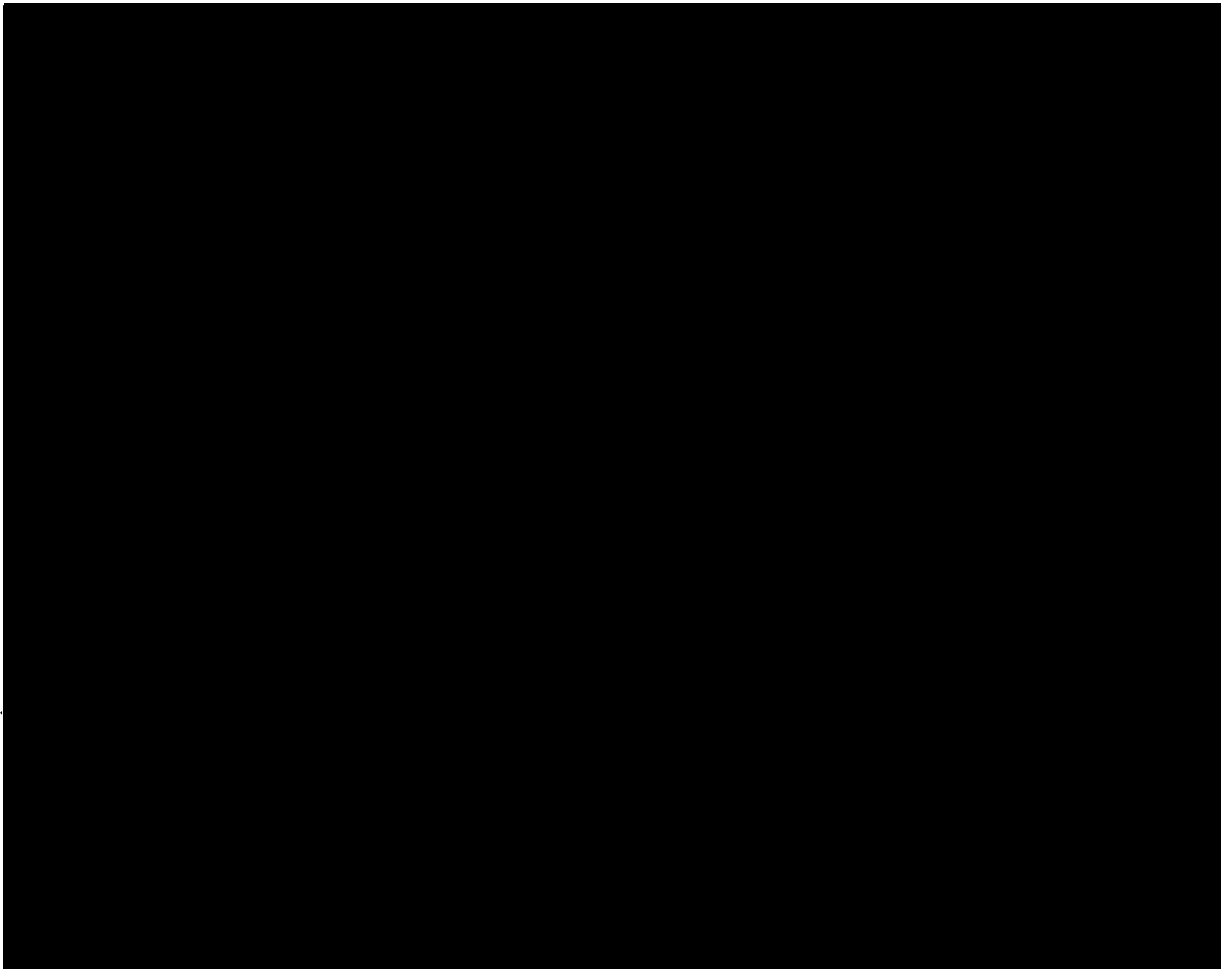
**JERSEY CITY, NJ
05/2021- 07/2021**

**HUDSON COUNTY COMMUNITY COLLEGE
Associate's degree: Environmental Studies**

**JERSEY CITY, NJ
09/2018-05/2021**

**PONTIFICIA UNIVERSIDAD CATÓLICA MADRE Y MAESTRA
Bachelor of science: Ecology and Environmental
Management**

**DOMINICAN REPUBLIC
09/2010- 09/2015**





181 US Hwy 46
Mine Hill, NJ 07803
(908) 654-8068
(800) 783-0567
Fax (908) 654-8069
www.lewenvironmental.com

Lead Inspection References and Project Experience

LEW Environmental has been providing Lead Inspections per this new Rental law since it was put into effect, July 2022. We have been providing the Lead Inspection services to landlords all over New Jersey, and have been the preferred vendor for New Brunswick, Hillsborough, South Orange, Dover, and many others.

We have provided services to the below list of Government Agencies for the past 5 years.

Below is a list of other City governments and other levels of government, as well as, contact information for the recipients of the similar services.

City of New Brunswick

Daniel Dominquez
78 Bayard Street
New Brunswick, NJ 08901
ddominguez@cityofnewbrunswick.org

Hillsborough Township

Michael Carr
379 South Branch Road
Hillsborough, NJ, 08844
Phone: 908-369-5652
Email mcarr@hillsborough-nj.org

The Township of South Orange

Julie Doran
76 South Orange Avenue, Suite 302
South Orange, NJ, 07079
Phone: 973-378-7715
Email jdoran@southorange.org

Housing Authority of the City of Paterson

60 Van Houten Street
Paterson, NJ 07505
Irma Gorham, Executive Director
973-345-5080
igorham@patersonha.org
2017-2018
Lead Inspections, Risk Assessment, Lead Compliance

Jersey City Housing Authority

400 US Highway #1
Jersey City, New Jersey 07306
201-706-4721
kpinnock@jcha.us
2019- Present
Lead Inspection, Risk Assessments, Lead Reevaluation and Compliance, Mold inspections,

New York City Housing Authority

90 Church Street

New York, New York 10007

Mikhail Ginzburg

857-221-8686

mikhail.ginzburg@nycha.nyc.gov

Lead Inspections, Risk Assessments, Lead Consulting

Trenton Housing Authority - Contract # 210127

875 New Willow Street

Trenton, NJ 08638

Jonathan Moore

609-310-4667

jmoore@tha-nj.org

2022- Present

Lead Inspection, Risk Assessments, Lead Reevaluations and Compliance

Housing Authority of Hoboken

40 Harrison Street

Hoboken, New Jersey 07030

Ravon Anderson

201-687-1315

randerson@myhhanj.com

Lead inspection, Risk assessments

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:5-31, et seq., and N.J.A.C. 17:27 within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or

A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or

An Initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

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

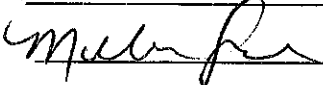
Yes ☒ (If yes, submit a copy of such approval.) No ☐.

Do you have a State Certificate of Employee Information Report approval?

Yes ☒ (If yes, submit a copy of such approval.) No ☐.

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY: NAME: LEW Environmental Services, LLC, Melissa Guagenti

SIGNATURE & TITLE:  VP, Customer Success

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within the time frame stipulated.

Certification 21276

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-JUN-2017** to **15-JUN-2024**

LEW CORPORATION
1090 BRISTOL ROAD
MOUNTAINSIDE

NJ 07092



Ford M. Scudder

FORD M. SCUDDER
State Treasurer

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.gov/eo/eo1/eo1report.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 223180481		2. TYPE OF BUSINESS ☐ 1. MFG ☒ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER		3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 21	
4. COMPANY NAME LEW Corporation					
5. STREET 181 US Highway 46		CITY Mine Hill	COUNTY Morris	STATE NJ	ZIP CODE 07803
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None					
7. CHECK ONE: IS THE COMPANY: ☒ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER					
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ					
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT N/A					
10. PUBLIC AGENCY AWARDED CONTRACT					
CITY		COUNTY	STATE	ZIP CODE	

Official Use Only	DATE RECEIVED	INAGUE DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MN.
Officials/Managers	2	2	0	0	0	0	0	2	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	3	3	0	1	1	0	0	1	0	0	0	0	0
Sales Workers	2	2	0	0	0	1	0	1	0	0	0	0	0
Office & Clerical	5	0	5	0	0	0	0	0	2	0	0	0	3
Craftworkers (Skilled)	9	9	0	8	0	0	0	1	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	21	16	5	9	1	1	0	5	2	0	0	0	3
Total employment from previous report (if any)	39	31	8	11	4	0	0	16	3	0	0	0	4
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☒ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)		14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☐ 2. NO ☒	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 03 25 2010
13. DATES OF PAYROLL PERIOD USED From: 06/16/2019 To: 06/29/2019			

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Greg Krueger		SIGNATURE 	TITLE Senior Vice President	DATE MO. DAY YEAR 07 17 2019
17. ADDRESS NO. & STREET 191 US Highway 46	CITY Mine Hill	COUNTY Morris	STATE NJ	ZIP CODE 07803
		PHONE (AREA CODE, NO., EXTENSION) 908 - 654 - 8068		

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: LEW ENVIRONMENTAL SERVICES, LLC

Trade Name:

Address: 181 US HWY 46
MINE HILL, NJ 07803

Certificate Number: [REDACTED]

Effective Date: October 29, 2021

Date of Issuance: November 10, 2021

For Office Use Only:
[REDACTED]

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than *the* recipient of the bid and will not be communicated to *any* person prior to the official opening of the bid.

The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder.

(Signature) 

Subscribed and sworn to

Before me this day APRIL 2 of 20 24

AFFIANT 

NOTARY PUBLIC OF UNION

MY COMMISSION EXPIRES: 20 25

Michael J Mosier NOTARY PUBLIC STATE OF NEW JERSEY ID # 60119551 MY COMMISSION EXPIRES JANUARY, 3 2025
--

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the Municipal Clerk's Office upon award of contract by the Mayor and Township Council.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Acknowledgement of Insurance Requirement:

LEW Environmental Services, LLC



(Signature)

4/2/2024

(Date)

Melissa Guagenti, Vice President of Customer Success

(Printed Name and Title)

This form must be completed, signed and returned with RFP.

NON-CONFLICT OF INTEREST CERTIFICATION

REQUEST FOR QUALIFICATIONS

**Consultant to Provide Management Support Services in
Administering Lead-Based Paint Inspections and Testing
Services in Residential Rental Dwellings on Behalf of the
Township in Accordance with N.J.A.C. 5:28A Title 5.**

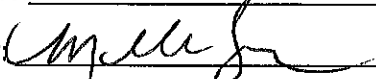
Community Affairs, Chapter 28A

**Lead-Based Paint Inspections in Residential Rental Dwellings
(New Jersey P.L. 2012 Chapter 182, a.k.a. Lead Base
Paint Hazards in Residential Rental Properties)**

The undersigned certifies to the Township of West Orange, County of Essex, State of New Jersey that in performing services to the Township he/she is aware of no circumstance that would constitute a conflict of interest, financial or otherwise, between him/her (or his/her firm) and the interests of the Township. The undersigned certifies that he/she has made a search of his/her firm's client base and has executed this certification subsequent to such search. The undersigned acknowledges this a continuing certification, and shall remain in effect for the term of the services contained in the solicited request for qualifications. I certify that the foregoing statements made by me are true and accurate to my personal knowledge; I am making this certification in good faith. I am aware that if any of the foregoing statements made by me are false, the Board is free to terminate any professional service agreement entered into with the undersigned and/or his or her firm.

Certifying Official:

Print Name: Melissa Guagenti

Signed By: 

Title: Vice President of Customer Success

Date: 4/2/2024

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Township of West Orange, (hereafter "TOWNSHIP") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the contractor

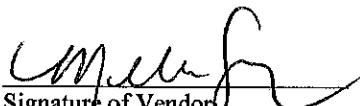
agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP's grievance procedure, the contractor agrees to abide by any decision of the TOWNSHIP which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP, or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the TOWNSHIP or any of its agents, servants, and employees, the *TOWNSHIP shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the TOWNSHIP from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

I acknowledge:


Signature of Vendor

TOWNSHIP OF WEST ORANGE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: LEW Environmental Services, LLC

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal: Must check appropriate boxes

- ☒ Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and
- ☒ Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

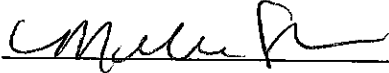
In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____ _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Township of West Orange, State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Orange, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Melissa Guagenti Signature: 

Title: Vice President of Customer Success Date: 4/2/2024

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" 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
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the 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." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

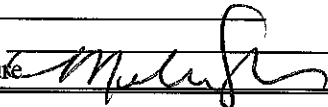
Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:	LEW Environmental Services, LLC		
Address:	181 US Highway 46		
City:	Mine Hill	State: NJ	Zip: 07803

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature  Printed Name Melissa Guagenti Title Vice President of Customer Success

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$
	NONE		

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ____ of ____

Vendor Name:

[illegible]

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name: Essex

State: Governor

Legislative District #s: 26, 27, 28, 29, 34, & 40

State Senator and two members of the General Assembly per district.

County:

County Commissioners

County Clerk

Sheriff

County Executive

Surrogate

Registrar of Deeds

Municipalities (Mayor and members of governing body, regardless of title):

Belleville Township

Irvington Township

Orange City

Bloomfield Township

Livingston Township

Roseland Borough

Caldwell Borough

Maplewood Township

South Orange Village

Cedar Grove Township

Millburn Township

Verona Township

East Orange City

Montclair Township

West Caldwell Township

Essex Fells Township

Newark City

West Orange Township

Fairfield Township

North Caldwell Borough

Glen Ridge Borough

Nutley Township

Boards of Education (Members of the Board):

Belleville Town

NONE

Bloomfield Township

Caldwell-West Caldwell

Cedar Grove Township

Essex Fells Borough

Fairfield Township

Glen Ridge Borough

Irvington Township

Livingston Township

Millburn Township

Newark City

North Caldwell Borough

Nutley Town

Roseland Borough

South Orange-Maplewood

Verona Borough

West Essex Regional

West Orange Town

**Fire Districts (Board of Fire
Commissioners):**

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: LEW Environmental Services, LLC

Organization Address: 181 US Highway 46, Mine Hill, NJ 07803

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address
Mainline Environmental LLC	1100 Superior Avenue East, #1620, Cleveland, OH 44114

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address
Mainline Environmental LLC	1100 Superior Avenue East, #1620, Cleveland, OH 44114

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of West Orange*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of West Orange*** to notify the ***Township of West Orange*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the

Township of West Orange to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Melissa Guagenti	Title:	VP, Customer Success
Signature:		Date:	4/2/2024

Subcontractor Utilization

Environmental Hazards Services, LLC. (EHS)

LEW Environmental has a long-term relationship with Environmental Hazards Services, LLC. (EHS) laboratory, which participates in the National Lead Laboratory Accreditation Program (NLAAP) (federally required) and has proven continual proficiency while participating in the Environmental Lead Analytical Proficiency Testing rounds (ELPAT) (requirement of HUD/EPA).

EHS provides its services to government, private, business, and residential clients. EHS prides itself on providing clients with excellent service through the application of knowledgeable staff to good laboratory practices and strict adherence to the QA/QC program.

LEW will be submitting samples to EHS for the timely, accurate, and legally defensible collection of Dust Wipe samples, Soil Samples, and Clearance sampling for the duration of this contract.

LEW, in most situations, can provide three different sample results turnaround times, whereby offering our clients the most efficient project completion, occupant disturbance and costs savings. We offer a same day turnaround, a twenty-Four (24) hour turnaround time and a three-day turnaround time. LEW currently uses a two (2) part chain-of-custody, one copy stays with LEW in our project folder, the other one (1) copy goes with the samples to the Laboratory which gets signed by all parties who touch the samples inclusive of the lab manager and returned to LEW with the copy of the lab results. This provides for the maximum level of accountability and provides for the highest level of legally defensible lab data. LEW's experience has taught us to also use the 2-part chain-of-custody to document other findings, which neither our clients nor LEW wants to be questioned about after the fact. To provide a higher level of service to our clients and maximize speed and data storage, LEW established the ability to electronically have the lab transmit the lab results to us. LEW can also produce reports in digital forms.

Attached you will find EHS Accreditations, organizational chart, and Quality Assurance Manual.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

ENVIRONMENTAL HAZARDS SERVICES,LLC

TRADE NAME:

ADDRESS:

**7469 WHITEPINE ROAD
RICHMOND VA 23237**

SEQUENCE NUMBER:

1658170

EFFECTIVE DATE:

08/10/11

ISSUANCE DATE:

06/22/13

James J. Persone

Director
New Jersey Division of Revenue

FORM-BRC

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

(04-08)-5205840



PHILIP D. MURPHY

Governor
LOCATION
101 S BROAD ST
TRENTON NJ 08608

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS
LEAD HAZARD UNIT

LT. GOVERNOR SHEILA Y. OLIVER

Commissioner
MAILING ADDRESS
101 S BROAD ST
TRENTON NJ 08618

Certificate - Lead Evaluation Contractor

RECERTIFIED

This is to certify that the Department of Community Affairs has certified

LEW ENVIRONMENTAL SERVICES,LLC
181 US HIGHWAY 46
MINE HILL NJ 07803

To act as a Lead Evaluation Contractor on the following Projects

Residential
Public Buildings
Comm/Steel Structure

Cert #:



Effective Date: 4/1/2023

Expiration Date: 3/31/2025

Certificate Type: 2 YEAR



KLACERT (Rev 04/30/2019)

**Request for Taxpayer
Identification Number and Certification**

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. LEW Environmental Services, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 181 US Highway 46	
	6 City, state, and ZIP code Mine Hill, NJ 07803	
	7 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.

Social security number								
				-			-	

OR

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.

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 ►

Daniel J McGowan

Date ►

1/2/2024

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.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The James B. Oswald Company 1100 Superior Avenue East Suite 1500 Cleveland OH 44114	CONTACT NAME: Steven Galica	FAX (A/C, No): 216-839-2815	
	PHONE (A/C, No, Ext): [REDACTED]	E-MAIL ADDRESS: [REDACTED]	
INSURED LEW Environmental Services LLC; LEW Corporation NAETI Services LLC; Mainline Environmental LLC; Environmental Innovative Technologies 181 US Highway 46 Mine Hill, NJ 07803	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great Divide Insurance Company		25224
	INSURER B: SELECTIVE WAY INS CO		26301
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 448290093 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ All Primary & ☒ Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	ECP2037673-11	5/17/2023	5/17/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	S2527496	5/17/2023	5/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	FFX2037674-11	5/17/2023	5/17/2024	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WCA2037668-11	5/17/2023	5/17/2024	☒ PER STATUTE ☐ OTHER 3A: NJ & FL E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability Contractors Pollution Liability Retro-Date: 06/17/1992	N	Y	ECP2037673-11 ECP2037673-11	5/17/2023 5/17/2023	5/17/2024 5/17/2024	Each Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured and Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.
Follow-Form Excess policy is excess over Commercial General Liability, Automobile Liability, Employer's Liability, Professional Liability and Contractor's Pollution Liability.

CERTIFICATE HOLDER

CANCELLATION

LEW Environmental Services LLC; LEW Corporation
NAETI Services LLC; Mainline Environmental LLC
Environmental Innovative Technologies
181 US Highway 46
Mine Hill, NJ 07803

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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181 US Hwy 46
Mine Hill, NJ 07803
(908) 654-8068
(800) 783-0567
Fax 908-654-8069

LEAD-BASED PAINT EVALUATION REPORT DWELLING UNIT(S) INSPECTION

Performed At:

[REDACTED]

Performed For:

[REDACTED]

Prepared By:

LEW Environmental Services, LLC.
181 US Hwy 46
Mine Hill, NJ 07803

Phone (908) 654-8068
Fax (908) 654-8069

Inspection Date: 08/23/2023
Project Number: 737

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Appendices

APPENDIX A	FLOOR PLAN
APPENDIX B	LEAD-BASED PAINT EVALUATION REPORT
APPENDIX C	PHOTOGRAPHS

Contact Information

Site

Name	
Street Address	
Year Of Construction	

Client

Name	
Contact	
Street	
Phone Number	

Site Evaluator

Site Evaluator	Joshua Ambrose
Certification Number	NJDHSS 013579
Instrumentation	Viken Pb200i Serial #1323
Signature	<i>Joshua Ambrose</i>
Date	August 23, 2023

Firm

Organization:	LEW Environmental Services, LLC.
Certification #:	NJDCA 00015E
Street:	181 US Hwy 46
City, State & Zip:	Mine Hill, NJ 07803
Phone Number:	908-654-8068
Web Address:	www.lewcorp.com



0X

Executive Summary

On 08/23/2023 Joshua Ambrose, of LEW Environmental Services, LLC. performed a lead-based paint inspection at [REDACTED]. Only dwelling unit and common area interiors were inspected. Exteriors were not part of the scope of services. The lead-based paint inspection sampling protocol that was applied follows "Inspections in Single-Family Housing" Chapter 7 of the HUD Guidelines (2012 revision) and the protocol as referenced in USEPA 40 CFR Part 745.227(b). See Appendix B Lead Paint Inspection Report for the complete set of X-Ray Fluorescence data. In addition to the HUD required inspection protocol, paint condition was noted.

The apartment unit A-Wall pertains to the wall that is in the same plane or closest to the street address of the property. Laundry room A-Wall pertains to the wall that holds the entrance door. The apartment building exterior A-Wall pertains to the side of the building that faces the street address.

The tables below indicate the location of the lead-based paint found. Each positive reading applies to all similar components in the same room equivalent (room, hall, stairwell, building exterior, etc.) For a lead-based paint free certification, the lead must be stripped or the leaded component replaced and confirmation achieved. Enclosure and encapsulation are not acceptable methods for a lead-based paint free certification.

Any component listed as "Deteriorated" in the table(s) below will require remediation per NJAC 5:28A using either abatement (permanent) or interim controls (temporary) in order to obtain a lead-safe certification. Abatement shall be performed by a NJ Licensed lead abatement firm using licensed lead abatement supervisors and workers. Interim control work shall be performed by EPA RRP certified firms using an EPA certified RRP Renovator. After completion of interim control work, a lead-based paint post-remediation with dust wipes will be required. After completion of abatement work, a lead-based paint abatement clearance will be required.

Apartment B Components with Lead Based Paint

Room Equivalent	Component	Substrate	Value (mg/cm ²)	Paint Condition
NONE				

Apartment D Components with Lead Based Paint

Room Equivalent	Component	Substrate	Value (mg/cm ²)	Paint Condition
NONE				

EPA 40 CFR 745.227(h) states lead-based paint is present on any surface that is tested and found to contain lead equal to or in excess of 1.0 milligrams per square centimeter or equal to or in excess of 0.5% by weight. Local thresholds may be lower than this Federal standard.

Regulatory Requirements

Required Disclosure

A summary of this lead-based paint evaluation report must be provided to new lessees (tenants). A complete copy of this report must be provided to purchasers and owners of this property and it must be made available to new tenants under federal law (24 CFR PART 35 AND 40 CFR PART 745) before they become obligated under a lease or sales contract. Landlords (lessors) and sellers are also required to distribute an educational pamphlet approved by the U.S. Environmental Protection Agency and include standard warning language in their leases or sales contracts to ensure that parents have the information they need to protect their children from lead-based paint hazards."

Should the recipient of this report receive federal subsidy they are responsible to comply with all requirements of 24 CFR Part 35 Requirements for the Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule which, are applicable to the type of program they are participating in and the dollar amount of subsidy being received. If this property or any of its tenants receives financial federal assistance, the results of the evaluation or hazard reduction activities must be provided by the designated party (client) to the owner of the referenced property and the occupants within 15 calendar days of the date when the designated party receives this report, or makes the presumption that lead-based paint hazards do exist.

Required Training for Workers

Should the lead-based paint and lead hazard reduction activities be part of a program which receives federal subsidy or a New Jersey multifamily building, all persons performing "Interim Controls" or "Standard Treatments" must be trained in accordance with 29 CFR 1926.59 and be supervised by an individual who successfully completed one of the following courses:

1. A lead-based paint abatement supervisors course accredited in accordance with 40 CFR 745.225
2. A lead-based paint abatement worker course accredited in accordance with 40 CFR 745.225
3. The lead-based paint Maintenance Training Program, "Work Smart, Work Wet, and Work Clean to Work Lead Safe", prepared by the National Environmental Training Association for EPA and HUD
4. "The Remodeler's and Renovator's Lead-Based Paint Training Program," prepared by HUD and the National Association of the Remodeling Industry
5. Another course approved by HUD for this purpose after consultation with EPA.

In accordance with Section 35.1340 all Lead-Based Paint and Lead Hazard reduction activities, which are not exempt (see regulations) require Lead Dust Wipe Clearance testing by a 1) certified lead inspector, 2) certified risk assessor or 3) a dust wipe sampling technician whose work is reviewed by a certified risk assessor.

If a renovation at the property is to occur, all work should comply with 40 CFR 745 Subpart E-Residential Property Renovation.

Controlling Lead-Based Paint

There are different options available for controlling lead-based paint. Each option has its own associated costs and benefits both short and long term. In most cases, a combination of the options can be implemented to reduce the possibility of lead contamination. LEW Environmental Services, LLC. strongly suggests that each option is thoroughly contemplated before beginning any activity.

Components that are found to be positive for lead-based paint should be checked for deterioration. Lead-based paint in deteriorated condition is considered a paint-lead hazard. Those components should be address as soon as possible using lead safe work practices at a minimum. However, if any components are found to test positive for lead based paint, they should be considered for future component removal or paint stripping.

Abatement for Lead-Based Paint Free Certification

Component Removal

Component removal is a permanent solution to the issue of potential exposure of lead. It requires taking the old lead-based painted component out and replacing it with a new non-lead painted component. The cost associated with this option depends mostly on the cost of the replacement component. Since labor is most often the more costly aspect of controlling lead issues, many owners choose component removal over more labor intensive methods. Components often chosen for removal are wood trim, windows, most doors, and exterior railings. Plaster and drywall ceilings and walls, fire rated doors, and wood porch components should also be considered.

Paint Stripping

Paint stripping is a permanent solution to the issue of potential exposure of lead. The paint can be removed either in-place or by an off-site processing facility. In-place removal can be mechanical or chemical. In-place paint stripping has the issue of proper disposal of the hazardous waste generated.

Mechanical stripping scrapes the paint off the substrate. Most times dry scraping is prohibited, but sanding or scraping can be done in conjunction with engineering controls to reduce airborne and settled lead dust. Power tools used to remove the paint must be equipped with a HEPA filtered shroud. Wetting a surface and hand scraping is also permitted. The components most often chosen for hand scraping are window and door jambs. Power tools are better equipped to handle larger surface areas.

Chemical stripping in-place uses strong chemicals to soften the paint for easier removal from the substrate. The chemicals are either very acidic or very basic, so proper training and protection for the worker is imperative. Generally, the chemicals must remain in-place overnight, so maintaining a secure worksite separate from occupants is mandatory.

Off site facilities use much stronger chemicals to remove the lead-based paint from the component. Components often chosen for off-site paint removal are intricate metal pieces. Sometimes this method is used for intricate wood work, but the stronger chemicals soften the wood and can drive lead into the wood while removing the paint.

Abatement to Control Lead-Based Paint Hazards

Enclosure

Enclosure is the option of sealing off the lead-based painted component by sealing it in with another building material. Such materials would include, but are not limited to; sheet rock, paneling, vinyl or aluminum siding and radiator covers, etc. Enclosure is not a permanent solution; and, if the enclosure material ever becomes disturbed, the lead-based paint is exposed. Depending on the building material used for enclosure, this can be an affordable option. Depending on the enclosure option taken it is possible that no lead abatement procedures need to be followed; but, of course, consult a professional before beginning.

Encapsulation

Encapsulation is the process of using an encapsulant-type of product that is applied over the lead-painted component. There are currently many different types of encapsulants on the market, and they come in many different forms. Some encapsulants are like stucco, some are like a two-part epoxy, some are like a heavy latex paint, and some are like a cement or plaster. Different types of encapsulants have different life expectancies and some come in different colors. None of the encapsulants are guaranteed forever, although some do come with a life or 10 to 20 year guarantee. To be considered a true lead abatement method according to the American Society of Testing Materials (ASTM) the encapsulant must meet their longevity criteria of at a minimum twenty (20) years. This option is not a permanent solution; and if the encapsulant ever becomes disturbed, the lead-based paint is exposed. Encapsulation is typically the least expensive option and has currently been accepted at the federal level as a viable and affordable option for lead abatement or in-place management, assuming the encapsulant meets the ASTM requirements for encapsulants.

Interim Control Options

An In-Place Management program is an on going set of measures designed to temporarily reduce human exposure or possible exposure and accessibility to lead-based paint hazards. Such measures include specialized cleaning, repairs, maintenance, paint stabilization, painting, temporary containment, and management and resident education programs. Monitoring, conducted by owners, and reevaluations conducted by professionals, are integral elements of interim controls. Interim controls include dust removal; paint film stabilization; treatment of friction and impact surfaces; installation of soil coverings, such as grass or sod; ground covering plants so as not to allow for easy accessibility, and land-use controls

Unlike Abatement, Interim Controls are considered to be temporary repairs and are not to be used as permanent solutions to lead-based hazards. Interim controls strategies are a very effective and cost saving program to substantially reduce the potential for lead poisoning. However, interim controls programs will only work and prove effective if reevaluation is continually performed. Reevaluation is the combination of a visual assessment and collection of environmental samples by a certified risk assessor on an on-going basis to determine if a previously implemented lead-based hazard control measure is still effective and if the dwelling remains lead-safe.

LEW Environmental Services, LLC. strongly suggests that HEPA vacuuming and Lead-Specific Cleaning detergent/LEDIZOLV wash downs should continue on a routine basis and a continual visual inspection/assessment and sample collection should be performed at least every 1 to 3 years, or until the dust levels continually remain below actionable levels.

Procedures & Methodology

Location Conventions

When reviewing Appendix A "Floor Plan" and Appendix B "Lead-Based Paint Evaluation Report", you will notice that the letters A, B, C, and D are used to identify the location of specific components. The key to correct orientation is the location of the "A" wall, which is depicted on the floor plan or in the Executive Summary. The "B" wall, "C" wall, and "D" wall run clockwise from the "A" wall. The Lead-Based Paint Evaluation Report lists this information under the "Wall" column. The "Location" column uses numbering of replicated components starting with "1" at left and continuing sequentially to right respectively to describe the location of the component while facing the wall identified.

Paint Testing

X-Ray Fluorescence

X-Ray Fluorescence (XRF) paint testing is performed to detect the presence of lead on painted surfaces. The XRF instrument is state-of-the art equipment. XRF testing is usually the preferred method of testing, because it is non-destructive, quantitative and can be performed on the spot with acceptable accuracy. LEW Environmental Services, LLC. 's evaluators follow the manufacturer's suggested use and the Performance Characteristic Sheet of the XRF instrument being used. The results of the XRF testing are the basis for drawing conclusions and making recommendations in the report.

All LEW Environmental Services, LLC. 's evaluators follow 40 CFR 745 and the HUD Guidelines for testing lead using an XRF instrument. All federal, state and city regulations are followed when applicable. The evaluator will test one of each and every different type of testing combination (component) in each room being surveyed. Each XRF reading is assigned an exclusive sample reference number and a measurement that is stored in the instrument. Each sample reference number location is logged on a PDA for future reference, testing location, and report generation. The above described testing format is followed unless otherwise not practical or if the evaluator's judgment decides to test in a different systematic approach.

The federal level for lead based paint testing is 1.0 mg/cm^2 . It should be noted that detected lead levels below current levels still could create lead dust or lead-contaminated soil hazards if the paint is turned into dust by abrasion, scraping, or sanding leading to possible elevated blood lead levels. Lead poisoning is a cumulative affect. Should a



child or an adult inhale or ingest sufficient quantities of low concentrations of leaded paint, dust, or soil, it will accumulate in the body's systems and could eventually cumulate to an elevated blood level of concern. Any untested building components should be considered lead-based paint until tested.

Calibration Check Readings

In addition to the manufacturer's recommended warm up and quality control procedures, LEW Environmental Services, LLC. collects quality control readings as recommended in the HUD Guidelines. Quality control for XRF instrumentation instruments involves readings to check calibration.

For each XRF instrument, one set of XRF calibration check readings are recommended at least every four hours. The first is a set of three nominal-time or source decay corrected time XRF calibration check readings to be taken before the inspection begins for the day. The second occurs either after the day's inspection work has been completed, or at least every four hours, whichever occurs first. LEW Environmental Services, LLC.'s XRF calibration check readings are taken on the Standard Reference Material (SRM) paint film nearest to 1.0 mg/cm² within the National Institute of Standards and Technology (NIST) SRM Used or the XRF manufacturer's factory supplied SRM film. Three readings are collected on the SRM. The average of the three readings on the SRM must be within the acceptable plus and minus tolerances for proper calibration as detailed in the Performance Characteristic Sheet (PCS). All calibration checks are taken with the SRM film positioned at least several inches away from any potential source of lead (LPA-1 XRF only reads 3/8" deep lead).

Three readings are taken each time calibration check readings are made, The readings are taken using the nominal time that is specified in the LPA-1's Performance Characteristic Sheet. The average of the readings are compared to the known value and if the average value is within the acceptable calibration check tolerance specified in the LPA-1's XRF Performance Characteristic Sheet the instrument is considered in control. If the average readings are not within the calibration check tolerance the instrument is not used until the instrument is brought back into control.

Paint Chips

Paint chips are taken for confirmation of lead based paint, or as a solution to inconclusive measurement recorded by the use of XRF testing. Paint chips are typically not taken unless absolutely necessary. On components that are right on the XRF action level, a paint chip is the only other way to get a conclusive determination as to the level of lead in the paint and if the component should be considered as actionable or not. Paint chips, when taken, are usually taken from an inconspicuous areas and tape and/or paint is placed over the removed paint location.

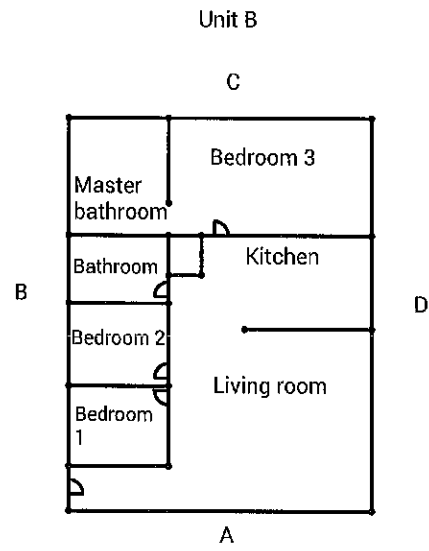
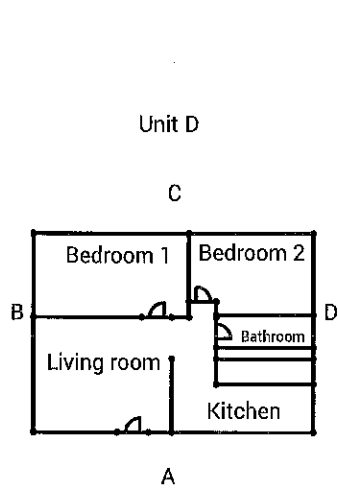
When the inspector collects paint-chip samples for analysis, they are analyzed by a laboratory recognized under the EPA's National Lead Laboratory Accreditation Program (NLLAP). Paint-chip samples contain all layers of paint (not just peeled layers) and must always include the bottom layer. If results will be reported in mg/cm², including a small amount of substrate with the sample will not significantly bias results. Substrate material should not, however, be included in samples reported in weight percent. Paint from 4 square inches (25 square centimeters) should provide a sufficient quantity for laboratory analysis. Smaller surface areas may be used, if the laboratory indicates that a smaller sample is acceptable.

Current action levels for lead in paint:

PAINT CHIP ACTION LEVELS BY PERCENT WEIGHT	0.5% OR 5000 parts per million
PAINT CHIP ACTION LEVELS BY WEIGHT PER AREA	Same as XRF action levels, may be state dependent

Appendix A

Floor Plan



Appendix B

Lead-Based Paint Evaluation Report

Apartment B was undergoing renovation during the lead inspection. LEW Inspector Joshua Ambrose tested all building components that were present.

Apartment B is missing result 29436. This XRF result was taken on a painted radiator pipe that did come back positive. After testing in multiple other locations, and getting negative results for each. Lew inspector Joshua Ambrose decided to remove XRF result 29436, due to it being a positive reading on solder associated with the pipe, not the paint.

Company Vikon Detection
Model Pb2001
Type XRF Lead Paint Analyzer
Serial Num 1835
App Ver: Pb2001.7.1.0

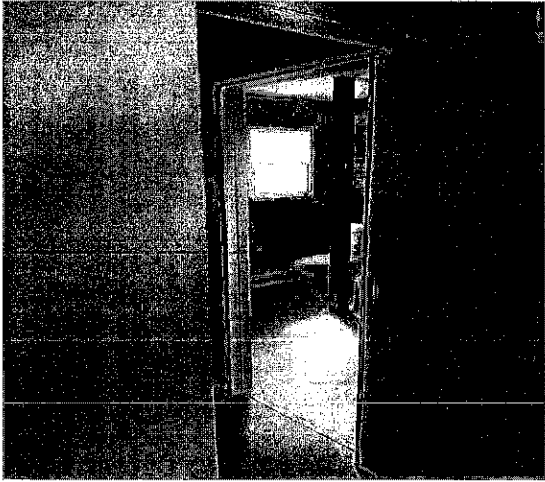
Job Id	Reading #	Concentration	Units	SSD Result	Calibrator	Action	Lev	Read	Thru	NonSecs	Date	Time	User	Mode	Analytic Mode	Site Address	Unit #	Area	Room	Structure	Member	Substrate	Wall	Location	Condition				
8230929	29307	1 mg/cm2	0.2	TRUE	1	FALSE	5	8/23/2023	9:33:18	L.E.W	Action Level	Paint										Wood	D	1	Intact				
8230929	29308	1 mg/cm2	0.2	TRUE	1	FALSE	5	8/23/2023	9:33:52	L.E.W	Action Level	Paint										Wood	D	1	Intact				
8230929	29309	1 mg/cm2	0.2	TRUE	1	FALSE	5	8/23/2023	9:34:36	L.E.W	Action Level	Paint										Wood	D	1	Intact				
8230929	29310	0.1 mg/cm2	0.2	TRUE	1	FALSE	2	8/23/2023	9:35:13	L.E.W	Action Level	Paint										Wood	D	1	Intact				
8230929	29311	0.1 mg/cm2	0.2	TRUE	1	FALSE	2	8/23/2023	9:35:28	L.E.W	Action Level	Paint										Wood	D	1	Intact				
8230929	29312	0.1 mg/cm2	0.2	TRUE	1	FALSE	2	8/23/2023	9:35:48	L.E.W	Action Level	Paint										Wood	D	1	Intact				
8230929	29313	0.1 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	9:37:50	L.E.W	Action Level	Paint									Unit	Living Room	Door	Wood	D	1	Intact	
8230929	29314	0 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	9:38:04	L.E.W	Action Level	Paint									Unit	Living Room	Door	Buck	Metal	A	1	Intact
8230929	29315	0.2 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	9:38:32	L.E.W	Action Level	Paint									Unit	Living Room	Door	Frame	Metal	A	1	Intact
8230929	29316	0 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	9:39:11	L.E.W	Action Level	Paint									Unit	Living Room	Window	Frame	Wood	A	1	Intact
8230929	29317	0.2 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	9:39:48	L.E.W	Action Level	Paint									Unit	Living Room	Room	Wall	Drywall	A	1	Intact
8230929	29318	0.1 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	9:40:16	L.E.W	Action Level	Paint									Unit	Living Room	Room	Wall	Drywall	B	1	Intact
8230929	29319	0.2 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	9:41:28	L.E.W	Action Level	Paint									Unit	Living Room	Room	Fuse Box	Metal	B	1	Intact
8230929	29320	0.1 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	9:42:09	L.E.W	Action Level	Paint									Unit	Living Room	Radiator	Metal	B	1	Intact	
8230929	29321	0.2 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	9:42:41	L.E.W	Action Level	Paint									Unit	Living Room	Room	Wall	Metal	C	1	Intact
8230929	29322	0.1 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	9:43:05	L.E.W	Action Level	Paint									Unit	Living Room	Room	Wall	Metal	D	1	Intact
8230929	29323	0 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	9:43:46	L.E.W	Action Level	Paint									Unit	Living Room	Room	Baseboard	Wood	D	1	Intact
8230929	29324	0.1 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	9:44:27	L.E.W	Action Level	Paint									Unit	Kitchen	Room	Baseboard	Wood	C	1	Intact
8230929	29325	0.3 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	9:45:30	L.E.W	Action Level	Paint									Unit	Kitchen	Room	Wall	Drywall	C	1	Intact
8230929	29326	0.3 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	9:45:54	L.E.W	Action Level	Paint									Unit	Kitchen	Room	Wall	Drywall	D	1	Intact
8230929	29327	0.3 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	9:46:26	L.E.W	Action Level	Paint									Unit	Kitchen	Room	Wall	Drywall	B	1	Intact
8230929	29328	0 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	9:46:52	L.E.W	Action Level	Paint									Unit	Kitchen	Room	Wall	Drywall	B	1	Intact
8230929	29329	0.2 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	9:47:22	L.E.W	Action Level	Paint									Unit	Kitchen	Room	Ceiling	Drywall	B	1	Intact
8230929	29330	0.2 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	9:48:11	L.E.W	Action Level	Paint									Unit	Kitchen	Window	Frame	Wood	B	1	Intact
8230929	29331	0.3 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	9:48:45	L.E.W	Action Level	Paint									Unit	Kitchen	Cabinets	Frame	Wood	A	1	Intact
8230929	29332	0 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	9:49:10	L.E.W	Action Level	Paint									Unit	Kitchen	Cabinets	Door	Wood	A	1	Intact
8230929	29333	0.2 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	9:50:07	L.E.W	Action Level	Paint									Unit	Living Room	Room	Ceiling	Drywall	A	1	Intact
8230929	29334	0.3 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:15:47	L.E.W	Action Level	Paint									Unit	Bedroom 1	Room	Door	Wood	A	1	Intact
8230929	29335	0.1 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:16:17	L.E.W	Action Level	Paint									Unit	Bedroom 1	Door	Frame	Wood	A	1	Intact
8230929	29336	0.2 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:16:44	L.E.W	Action Level	Paint									Unit	Bedroom 1	Door	Buck	Wood	A	1	Intact
8230929	29337	0.1 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:17:21	L.E.W	Action Level	Paint									Unit	Bedroom 1	Room	Baseboard	Wood	A	1	Intact
8230929	29338	0.2 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:17:54	L.E.W	Action Level	Paint									Unit	Bedroom 1	Room	Wall	Drywall	A	1	Intact
8230929	29339	0.2 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:18:19	L.E.W	Action Level	Paint									Unit	Bedroom 1	Room	Wall	Drywall	B	1	Intact
8230929	29340	0.1 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:18:43	L.E.W	Action Level	Paint									Unit	Bedroom 1	Room	Wall	Drywall	B	1	Intact
8230929	29341	0.1 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:19:12	L.E.W	Action Level	Paint									Unit	Bedroom 1	Room	Wall	Drywall	C	1	Intact
8230929	29342	0.2 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:19:38	L.E.W	Action Level	Paint									Unit	Bedroom 1	Room	Wall	Drywall	D	1	Intact
8230929	29343	0.1 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:20:24	L.E.W	Action Level	Paint									Unit	Bedroom 1	Room	Ceiling	Drywall	D	1	Intact
8230929	29344	0 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:20:50	L.E.W	Action Level	Paint									Unit	Bedroom 1	Window	Frame	Drywall	D	1	Intact
8230929	29345	0 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:21:27	L.E.W	Action Level	Paint									Unit	Bedroom 1	Window	Frame	Drywall	D	1	Intact
8230929	29346	0.1 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:22:25	L.E.W	Action Level	Paint									Unit	Bedroom 1	Radiator	Baseboard	Metal	C	1	Intact
8230929	29347	0.2 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:22:52	L.E.W	Action Level	Paint									Unit	Bedroom 1	Closet	Wall	Drywall	C	1	Intact
8230929	29348	-0.2 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:23:17	L.E.W	Action Level	Paint									Unit	Bedroom 1	Closet	Shelf	Drywall	C	1	Intact
8230929	29349	0.2 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:23:50	L.E.W	Action Level	Paint									Unit	Bedroom 1	Closet	Shelf Support	Drywall	C	1	Intact
8230929	29350	0 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:24:13	L.E.W	Action Level	Paint									Unit	Bedroom 2	Room	Wall	Drywall	A	1	Intact
8230929	29351	0.1 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:24:37	L.E.W	Action Level	Paint									Unit	Bedroom 2	Room	Wall	Drywall	B	1	Intact
8230929	29352	0.2 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:25:00	L.E.W	Action Level	Paint									Unit	Bedroom 2	Room	Wall	Drywall	C	1	Intact
8230929	29353	0 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:25:30	L.E.W	Action Level	Paint									Unit	Bedroom 2	Room	Wall	Drywall	D	1	Intact
8230929	29354	0 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:26:02	L.E.W	Action Level	Paint									Unit	Bedroom 2	Room	Ceiling	Drywall	D	1	Intact
8230929	29355	0.3 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:27:02	L.E.W	Action Level	Paint									Unit	Bedroom 2	Room	Baseboard	Wood	A	1	Intact
8230929	29356	0 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:27:35	L.E.W	Action Level	Paint									Unit	Bedroom 2	Radiator	Baseboard	Metal	D	1	Intact
8230929	29357	0.1 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:27:53	L.E.W	Action Level	Paint									Unit	Bedroom 2	Window	Frame	Metal	D	1	Intact
8230929	29358	0.3 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:28:27	L.E.W	Action Level	Paint									Unit	Bedroom 2	Door	Casing	Wood	A	1	Intact
8230929	29359	0 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:28:54	L.E.W	Action Level	Paint									Unit	Bedroom 2	Door	Frame	Wood	A	1	Intact
8230929	29360	0.1 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:29:33	L.E.W	Action Level	Paint									Unit	Bathroom	Door	Frame	Wood	A	1	Intact
8230929	29361	0.1 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:30:13	L.E.W	Action Level	Paint									Unit	Bathroom	Door	Frame	Wood	A	1	Intact
8230929	29362	0.1 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:31:00	L.E.W	Action Level	Paint									Unit	Bathroom	Door	Buck	Metal	B	1	Intact
8230929	29363	0.2 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:31:31	L.E.W	Action Level	Paint									Unit	Bathroom	Door	---	Metal	B	1	Intact
8230929	29364	0 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:32:02	L.E.W	Action Level	Paint									Unit	Bathroom	Room	Wall	Drywall	B	1	Intact
8230929	29365	0.1 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:32:28	L.E.W	Action Level	Paint									Unit	Bathroom	Room	Wall	Drywall	C	1	Intact
8230929	29366	0.2 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:32:53	L.E.W	Action Level	Paint									Unit	Bathroom	Room	Wall	Drywall	D	1	Intact
8230929	29367	0.2 mg/cm2	0.2	Negative	FALSE	1	FALSE	2	8/23/2023	10:34:56	L.E.W	Action Level	Paint																

8230929	25367	0.3 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:35:02 L.E.W	Action Level	Paint	D	Unit	Bathroom	Cabinets	Door	Wood	C	1	Intact
8230929	25368	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:35:07 L.E.W	Action Level	Paint	D	Unit	Bathroom	Cabinets	Frame	Wood	C	1	Intact
8230929	25369	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:35:55 L.E.W	Action Level	Paint	D	Unit	Bathroom	Room	Ceiling	Wood	C	1	Intact
8230929	25370	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:39:16 L.E.W	Action Level	Paint	D	Unit	Living Room/Kitchen	Room	Ceiling	Drywall	C	1	Intact
8230929	25371	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:39:59 L.E.W	Action Level	Paint	D	Unit	Living Room/Kitchen	Room	Wall	Drywall	D	1	Intact
8230929	25372	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:40:51 L.E.W	Action Level	Paint	D	Unit	Living Room/Kitchen	Window	Sill	Wood	D	1	Intact
8230929	25373	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:41:23 L.E.W	Action Level	Paint	D	Unit	Living Room/Kitchen	Window	Casing	Wood	D	1	Intact
8230929	25374	0.3 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:41:57 L.E.W	Action Level	Paint	D	Unit	Living Room/Kitchen	Room	Wall	Drywall	D	1	Intact
8230929	25375	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:42:43 L.E.W	Action Level	Paint	D	Unit	Living Room/Kitchen	Door		Wood	B	1	Intact
8230929	25376	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:43:18 L.E.W	Action Level	Paint	D	Unit	Living Room/Kitchen	Door	Casing	Wood	B	1	Intact
8230929	25377	0 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:43:48 L.E.W	Action Level	Paint	D	Unit	Living Room/Kitchen	Door	Jamb	Wood	B	1	Intact
8230929	25378	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:44:54 L.E.W	Action Level	Paint	D	Unit	Living Room/Kitchen	Room	Wall	Drywall	B	1	Intact
8230929	25379	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:45:50 L.E.W	Action Level	Paint	D	Unit	Living Room/Kitchen	Room	Wall	Drywall	C	1	Intact
8230929	25380	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:46:15 L.E.W	Action Level	Paint	D	Unit	Living Room/Kitchen	Radiator	Baseboard	Metal	C	1	Intact
8230929	25381	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:46:15 L.E.W	Action Level	Paint	D	Unit	Living Room/Kitchen	Cabinets	Frame	Wood	C	1	Intact
8230929	25382	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:47:08 L.E.W	Action Level	Paint	D	Unit	Bathroom 1	Radiator	Baseboard	Metal	A	1	Intact
8230929	25383	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:48:15 L.E.W	Action Level	Paint	D	Unit	Bathroom 1	Closet	Door Casing	Wood	A	1	Intact
8230929	25384	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:48:55 L.E.W	Action Level	Paint	D	Unit	Bathroom 1	Closet	Wall	Drywall	A	1	Intact
8230929	25385	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:49:23 L.E.W	Action Level	Paint	D	Unit	Bathroom 1	Closet	Shelf Support	Drywall	A	1	Intact
8230929	25386	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:50:04 L.E.W	Action Level	Paint	D	Unit	Bathroom 1	Window	Casing	Wood	B	1	Intact
8230929	25387	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:50:34 L.E.W	Action Level	Paint	D	Unit	Bathroom 1	Window	Frame	Wood	B	1	Intact
8230929	25388	0 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:51:01 L.E.W	Action Level	Paint	D	Unit	Bathroom 1	Window	Sill	Wood	B	1	Intact
8230929	25389	0 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:51:56 L.E.W	Action Level	Paint	D	Unit	Bathroom 1	Door		Wood	D	1	Intact
8230929	25390	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:52:29 L.E.W	Action Level	Paint	D	Unit	Bathroom 1	Door	Casing	Wood	D	1	Intact
8230929	25391	0.4 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:53:55 L.E.W	Action Level	Paint	D	Unit	Bathroom 1	Door	Jamb	Wood	D	1	Intact
8230929	25392	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:53:50 L.E.W	Action Level	Paint	D	Unit	Bathroom 1	Room	Wall	Drywall	D	1	Intact
8230929	25393	0.3 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:55:55 L.E.W	Action Level	Paint	D	Unit	Bathroom 1	Room	Wall	Drywall	A	1	Intact
8230929	25394	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:54:17 L.E.W	Action Level	Paint	D	Unit	Bathroom 1	Room	Wall	Drywall	B	1	Intact
8230929	25395	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:54:40 L.E.W	Action Level	Paint	D	Unit	Bathroom 1	Room	Wall	Drywall	C	1	Intact
8230929	25396	0 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:55:05 L.E.W	Action Level	Paint	D	Unit	Bathroom 1	Room	Ceiling	Drywall	C	1	Intact
8230929	25397	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:55:35 L.E.W	Action Level	Paint	D	Unit	Bathroom 2	Room	Ceiling	Drywall	C	1	Intact
8230929	25398	0.3 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:56:09 L.E.W	Action Level	Paint	D	Unit	Bathroom 2	Room	Wall	Drywall	A	1	Intact
8230929	25399	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:56:27 L.E.W	Action Level	Paint	D	Unit	Bathroom 2	Room	Wall	Drywall	B	1	Intact
8230929	25400	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:56:52 L.E.W	Action Level	Paint	D	Unit	Bathroom 2	Room	Wall	Drywall	C	1	Intact
8230929	25401	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:57:15 L.E.W	Action Level	Paint	D	Unit	Bathroom 2	Room	Wall	Drywall	D	1	Intact
8230929	25402	0 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:57:53 L.E.W	Action Level	Paint	D	Unit	Bathroom 2	Closet	Wall	Drywall	C	1	Intact
8230929	25403	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:58:23 L.E.W	Action Level	Paint	D	Unit	Bathroom 2	Closet	Shelf Support	Drywall	C	1	Intact
8230929	25404	0 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:58:49 L.E.W	Action Level	Paint	D	Unit	Bathroom 2	Closet	Shelf	Wood	C	1	Intact
8230929	25405	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:59:18 L.E.W	Action Level	Paint	D	Unit	Bathroom 2	Radiator	Baseboard	Metal	B	1	Intact
8230929	25406	0 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	10:59:54 L.E.W	Action Level	Paint	D	Unit	Bathroom 2	Window	Casing	Wood	B	1	Intact
8230929	25407	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:00:32 L.E.W	Action Level	Paint	D	Unit	Bathroom 2	Window	Sill	Wood	B	1	Intact
8230929	25408	0 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:00:58 L.E.W	Action Level	Paint	D	Unit	Bathroom 2	Window	Frame	Wood	B	1	Intact
8230929	25409	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:01:25 L.E.W	Action Level	Paint	D	Unit	Bathroom 2	Window	Sill	Wood	B	1	Intact
8230929	25410	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:01:54 L.E.W	Action Level	Paint	D	Unit	Bathroom 2	Door		Wood	D	1	Intact
8230929	25411	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:02:36 L.E.W	Action Level	Paint	D	Unit	Bathroom 2	Door	Jamb	Wood	D	1	Intact
8230929	25412	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:03:01 L.E.W	Action Level	Paint	D	Unit	Bathroom 2	Door	Casing	Wood	D	1	Intact
8230929	25413	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:03:39 L.E.W	Action Level	Paint	D	Unit	Bathroom 2	Door	Casing	Wood	A	1	Intact
8230929	25414	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:07:59 L.E.W	Action Level	Paint	D	Unit	Bathroom 2	Door		Wood	A	1	Intact
8230929	25415	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:08:29 L.E.W	Action Level	Paint	D	Unit	Bathroom 2	Radiator	Baseboard	Metal	B	1	Intact
8230929	25416	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:09:42 L.E.W	Action Level	Paint	D	Unit	Bathroom 3	Window	Casing	Metal	B	1	Intact
8230929	25417	0 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:10:13 L.E.W	Action Level	Paint	D	Unit	Bathroom 3	Room	Ceiling	Drywall	B	1	Intact
8230929	25418	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:10:45 L.E.W	Action Level	Paint	D	Unit	Bathroom 3	Room	Wall	Drywall	B	1	Intact
8230929	25419	0.3 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:11:04 L.E.W	Action Level	Paint	D	Unit	Bathroom 3	Room	Wall	Drywall	A	1	Intact
8230929	25420	0 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:11:31 L.E.W	Action Level	Paint	D	Unit	Bathroom 3	Room	Wall	Drywall	A	1	Intact
8230929	25421	0 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:11:58 L.E.W	Action Level	Paint	D	Unit	Bathroom 3	Room	Wall	Drywall	C	1	Intact
8230929	25422	0.3 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:12:24 L.E.W	Action Level	Paint	D	Unit	Bathroom 3	Room	Wall	Drywall	C	1	Intact
8230929	25423	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:12:48 L.E.W	Action Level	Paint	D	Unit	Bathroom 3	Room	Wall	Drywall	D	1	Intact
8230929	25424	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:13:37 L.E.W	Action Level	Paint	D	Unit	Bathroom 3	Window	Casing	Wood	D	1	Intact
8230929	25425	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:14:05 L.E.W	Action Level	Paint	D	Unit	Bathroom 3	Window	Sill	Wood	D	1	Intact
8230929	25426	0 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:14:31 L.E.W	Action Level	Paint	D	Unit	Bathroom 3	Window	Frame	Wood	D	1	Intact
8230929	25427	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:15:14 L.E.W	Action Level	Paint	D	Unit	Bathroom 3	Radiator	Baseboard	Metal	D	1	Intact
8230929	25428	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:15:51 L.E.W	Action Level	Paint	D	Unit	Bathroom 3	Door		Wood	A	1	Intact
8230929	25429	0.4 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:16:38 L.E.W	Action Level	Paint	D	Unit	Master Bathroom	Room	Wall	Drywall	A	1	Intact
8230929	25430	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:17:04 L.E.W	Action Level	Paint	D	Unit	Master Bathroom	Room	Wall	Drywall	B	1	Intact
8230929	25431	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:17:33 L.E.W	Action Level	Paint	D	Unit	Master Bathroom	Room	Wall	Drywall	C	1	Intact
8230929	25432	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:17:56 L.E.W	Action Level	Paint	D	Unit	Master Bathroom	Room	Wall	Drywall	D	1	Intact
8230929	25433	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2/8/23/2023	11:18:25 L.E.W	Action Level	Paint	D	Unit	Master Bathroom	Room	Ceiling	Drywall	D	1	Intact

8230929	29434	0.2 mg/cm2	0.2 Negative	FALSE	1	FALSE	2	8/23/2023	11:19:00	L.E.W	Action Level	Paint	0	Unit	Master Bathroom	Window	Casing	Metal	B	1	Intact
8230929	29435	0 mg/cm2	0.2 Negative	FALSE	1	FALSE	2	8/23/2023	11:19:43	L.E.W	Action Level	Paint	0	Unit	Master Bedroom	Radiator	Baseboard	Metal	B	1	Intact
8230929	29437	0 mg/cm2	0.2 Negative	FALSE	1	FALSE	2	8/23/2023	11:22:29	L.E.W	Action Level	Paint	0	Unit	Bedroom 3	Pipe	Vertical	Metal	B	1	Intact
8230929	29438	0.5 mg/cm2	0.2 Negative	FALSE	1	FALSE	2	8/23/2023	11:24:31	L.E.W	Action Level	Paint	0	Unit	Bedroom 1	Pipe	Vertical	Metal	B	1	Intact
8230929	29439	0.1 mg/cm2	0.2 Negative	FALSE	1	FALSE	2	8/23/2023	11:25:24	L.E.W	Action Level	Paint	0	Unit	Master Bathroom	Pipe	Vertical	Metal	B	1	Intact
8230929	29440	0 mg/cm2	0.2 Negative	FALSE	1	FALSE	2	8/23/2023	11:26:08	L.E.W	Action Level	Paint	0	Unit	Master Bathroom	Pipe	Vertical	Metal	B	1	Intact
8230929	29441	1 mg/cm2	0.2	TRUE	1	FALSE	5	8/23/2023	11:26:59	L.E.W	Action Level	Paint	0					Wood	B	1	Intact
8230929	29442	1 mg/cm2	0.2	TRUE	1	FALSE	5	8/23/2023	11:27:36	L.E.W	Action Level	Paint	0					Wood	B	1	Intact
8230929	29443	1 mg/cm2	0.2	TRUE	1	FALSE	5	8/23/2023	11:28:10	L.E.W	Action Level	Paint	0					Wood	B	1	Intact
8230929	29444	0 mg/cm2	0.2	TRUE	1	FALSE	2	8/23/2023	11:28:45	L.E.W	Action Level	Paint	0					Wood	B	1	Intact
8230929	29445	0 mg/cm2	0.2	TRUE	1	FALSE	2	8/23/2023	11:29:01	L.E.W	Action Level	Paint	0					Wood	B	1	Intact
8230929	29446	0.1 mg/cm2	0.2	TRUE	1	FALSE	2	8/23/2023	11:29:18	L.E.W	Action Level	Paint	0					Wood	B	1	Intact

Appendix C

Photographs





Lead - FREE
CERTIFICATE
LEAD - FREE (INTERIOR) ONLY

It is hereby certified that a lead based paint inspection, has been performed, and the results of this inspection indicate that no lead in the amount greater than or equal to 1.0 mg/cm² or greater than 0.5 % by weight in paint, was found on any building component using the protocols outlined in N.J.A.C. 5:17-3.2(c). Therefore, the dwelling(s) identified below qualify for the following exemption.

- ☐ N.J.A.C. 5:10-1.12(h)4 (Additional Lead Paint Fee) BHI Registration Number: N/A
- ☐ N.J.A.C. 5:10-6.6 (Lead-Safe Maintenance)
- ☐ N.J.A.C. 5:27-4.10(a)1 OR N.J.A.C. 5:15-4.2(c) (Rooming & Boarding OR Emergency Shelters) Facility ID: _____
- ☒ N.J.A.C. 5:28-2.1(a) State Housing Code
- ☐ CHILD OCCUPIED FACILITY (Daycare Centers, Preschools, etc.) PURSUANT TO N.J.A.C. 5:17

Site Address: _____ County: Ocean County Block: _____ Lot: _____

Applicable Units or Common Areas: All dwelling units and common areas

Name of Inspector / Risk Assessor: Joshua Ambrose NJDOH ID #: 039673

Name of Evaluation Contractor: LEW Environmental Services, LLC NJDCA CERT. #: 00015

Address of Evaluation Contractor: 181 US Hwy 46, Mine Hill, NJ 07803 Phone #: (908) 654-8068

Date(s) of Inspection: 08/23/2023 TO 08/23/2023

Date Certificate Issued: 08/24/2023 Signature of Inspector / Risk Assessor: Joshua Ambrose

THIS CERTIFICATE SHOULD BE KEPT BY THE OWNER AND TRANSFERRED TO ALL FUTURE OWNERS FOR LIFE OF STRUCTURE

Lead - FREE CERTIFICATE

It is hereby certified that a lead based paint inspection, has been performed, and the results of this inspection indicate that no lead in the amount greater than or equal to 1.0 mg/cm² or greater than 0.5 % by weight in paint, was found on any building component using the protocols outlined in **N.J.A.C. 5:17-3.2(c)**. Therefore, the dwelling(s) identified below qualify for the following exemption.

- ☐ **N.J.A.C. 5:10-1.12(h)4** (Additional Lead Paint Fee) BHI Registration Number: N/A
- ☐ **N.J.A.C. 5:10-6.6** (Lead-Safe Maintenance)
- ☐ **N.J.A.C. 5:27-4.10(a)1 OR N.J.A.C. 5:15-4.2(c)** (Rooming & Boarding OR Emergency Shelters) Facility ID: _____
- ☒ **N.J.A.C. 5:28-2.1(a)** State Housing Code
- ☐ **CHILD OCCUPIED FACILITY (Daycare Centers, Preschools, etc.)** **PURSUANT TO N.J.A.C. 5:17**

Site Address: _____ County: Ocean County Block: _____ Lot: _____

Applicable Units or Common Areas: All dwelling units and common areas

Name of Inspector / Risk Assessor: Joshua Ambrose NJDOH ID #: 039673

Name of Evaluation Contractor: LEW Environmental Services, LLC NJDCA CERT. #: 00015

Address of Evaluation Contractor: 181 US Hwy 46, Mine Hill, NJ 07803 Phone #: (908) 654-8068

Date(s) of Inspection: 08/23 / 2023 TO 08/23 / 2023

Date Certificate Issued: 08/24/2023 Signature of Inspector / Risk Assessor: Joshua Ambrose

THIS CERTIFICATE SHOULD BE KEPT BY THE OWNER AND TRANSFERRED TO ALL FUTURE OWNERS FOR LIFE OF STRUCTURE



**SAMPLE
LEAD
INSPECTION
REPORTS**



181 US Hwy 46
Mine Hill, NJ 07830
(908) 654-8068
(800) 783-0567
Fax 908-654-8069

Visual Paint Assessment Report

03/13/2024

On 03/12/24, LEW Environmental Services, LLC (NJPCA 00015 E) performed a visual paint condition assessment for the presence of deteriorated paint, chips or dust from painting activities and paint residue on floors at [REDACTED] (the "property") in compliance with NJAC 5:28A. Only the dwelling and common area interiors were included. Exteriors were not part of the assessment. The visual assessment followed the protocols found in HUD's Visual Assessment Training course.

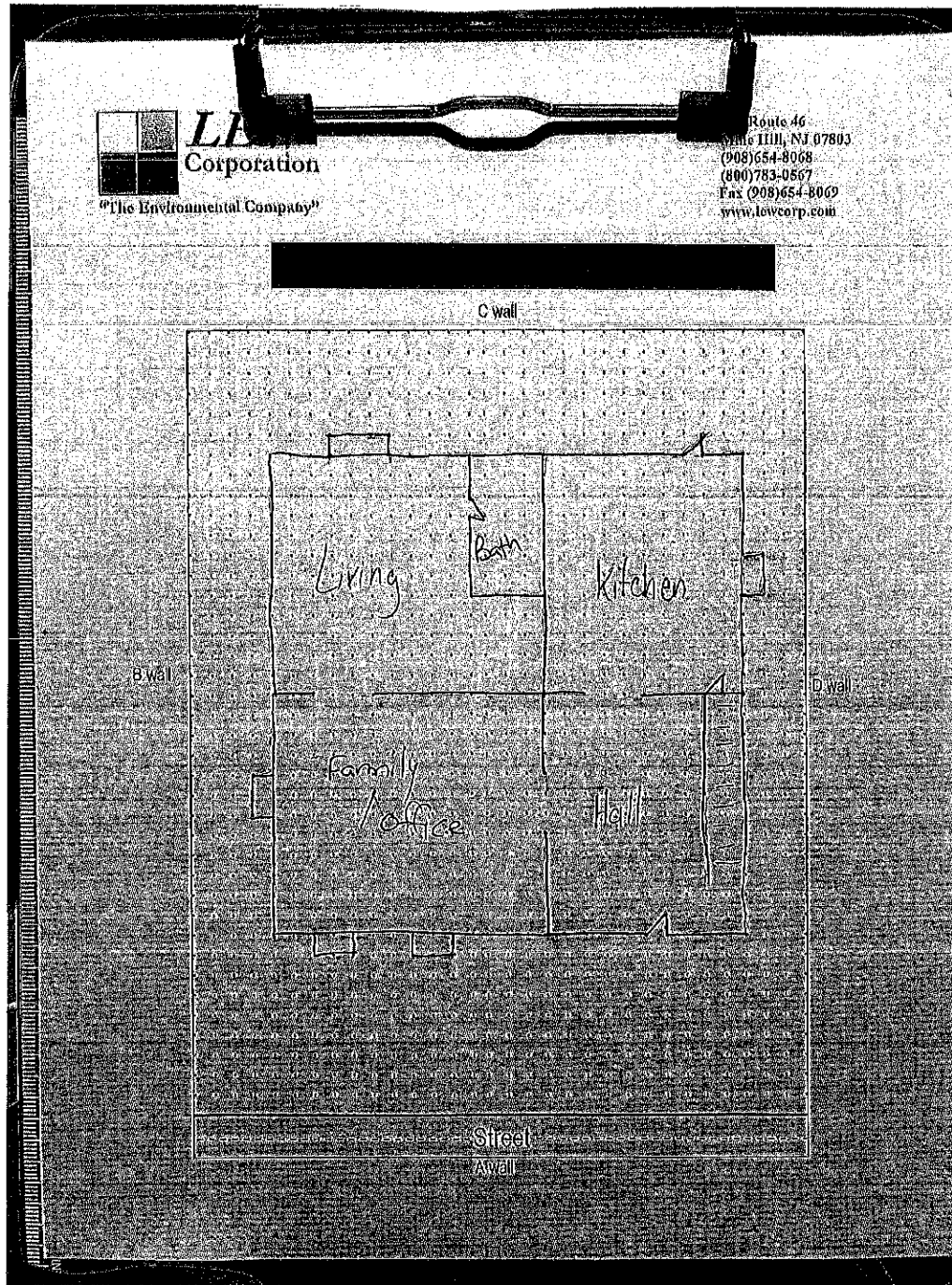
No deteriorated paint, chips or dust from painting activities or paint residue on floors were observed in the dwelling unit. The property is eligible for a lead-safe certificate per NJAC 5:28A. Certificate enclosed

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Nyire Grant", is written over a white background.

Nyire Grant
EPA Dust Wipe Technician, ID#D-I-T233827-23-00185
Encl: Floor Plan, Lead-safe Certificate;

Floor Plan(s)



Floor 1

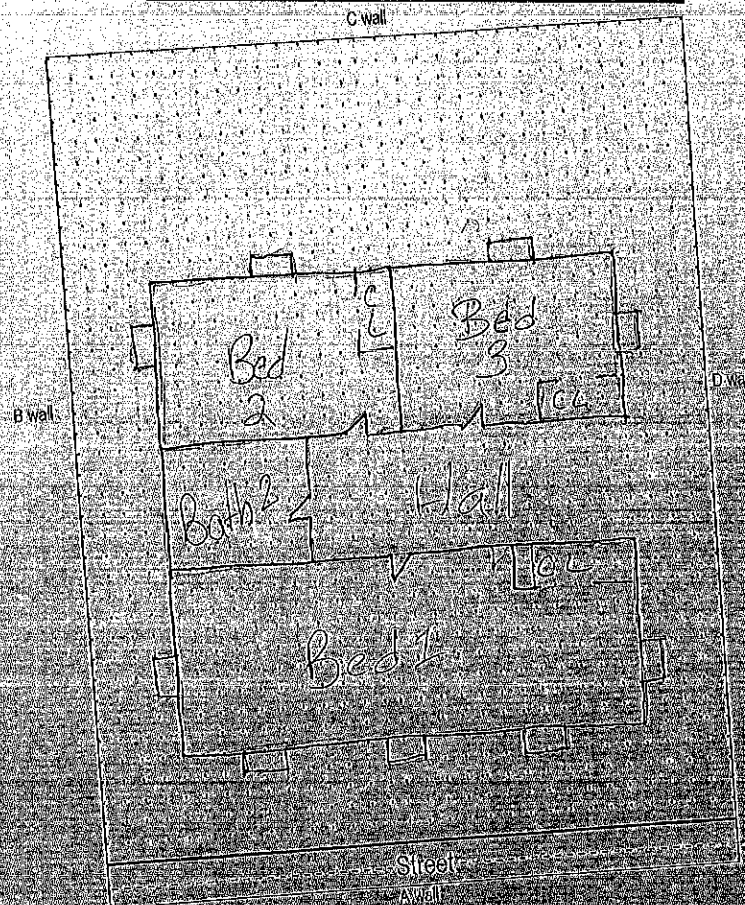
Low Environmental Services - [REDACTED]
Prepared By: LEW Environmental Services, LLC
03/13/2024



LEW
Corporation

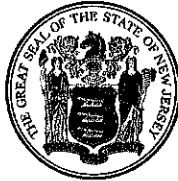
"The Environmental Company"

Route 46
White Hill, NJ 07803
(908) 654-8068
(800) 783-0567
Fax (908) 654-8069
www.lewcorp.com



Floor 2

Low Environmental Services
Prepared By: LEW Environmental Services, LLC
03/13/2024



Lead Safe Certificate

It is hereby certified that a lead based paint visual inspection and/or dust wipe sampling has been performed in accordance with the protocols referenced in N.J.A.C. 5:17, and the results of which indicate that no lead-based paint hazards have been found in the dwelling unit listed below. It shall be the owner's responsibility to perform any required on-going evaluation and maintenance to ensure that the dwelling unit remain in a Lead - Safe condition. PURSUANT TO P.L.2003, c.311 (C.52:27D-437.1 et. seq.)

This certificate is **Valid For Two Years**

Site Address

56

Block

4

Lot

Applicable Dwelling Unit: **46 1st St**

(CERTIFICATE IS VALID FOR A DWELLING UNIT AND SHALL BE AFFIXED TO LEASE)

Insp/RA Name: Greg Krueger

Evaluation Contractor #: 00015-E

Phone: 908-654-8068

Signature

013865

ID#

Contractor Name:

Low Environmental Services, LLC

Contractor Address:

181 US Hwy 46

Mine Hill, NJ 07830

Date Issued:

03/12/24

(mm/dd/yyyy)

Technician Signature

Nyire Grant

D-I-T233827-23-00185

Technician Name ID#

Exhibit “C”



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 051
TRENTON, NJ 08625-0051

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lieutenant Governor

JACQUELYN A. SUÁREZ
Acting Commissioner

December 26, 2023

Contact: Susan McCartney

Municipality: Township of West Orange

Re: Lead Grant Assistance Program

Revision #: 0722 -01

Total Award Amount: \$ 45,400.00

Dear Mayor McCartney:

The New Jersey Department of Community Affairs (Department) hereby revises Agreement Number 0722 between the Department and Township of West Orange. The new Agreement Number is 0722 -01, effective January 1, 2024.

The purpose of this revision is to modify the grant/loan award period of the Agreement. The revised grant/loan award period is contained on the attached revised 'AGREEMENT DATA SHEET'.

Should you have any questions regarding this matter, please do not hesitate to contact me at 609-913-4407 or by e-mail at Tiziana.Johnston@dca.nj.gov.

Sincerely,

Tiziana Johnston

Tiziana Johnston
Contract Administrator
Department of Community Affairs
Division of Local Government Services



GRANT AGREEMENT DATA SHEET**PROJECT INFORMATION**

FUNDING PROGRAM NAME: Lead Grant Assistance Program (LGAP) 2023

RECIPIENT INFORMATIONAGENCY NAME: Township of West OrangeADDRESS: 66 Main StreetWest OrangeNew Jersey 07052CHIEF FINANCIAL OFFICER: John O. GrossVENDOR ID #: [REDACTED]TELEPHONE NUMBER: (973) 525-4050**STATE INFORMATION**

DEPARTMENT: COMMUNITY AFFAIRS
DIVISION: Local Government Services
ADDRESS: 101 South Broad Street
P. O. Box 803
Trenton, NJ 08625-0803

CONTACT PERSON: Tiziana Johnston
TELEPHONE NUMBER: (609) 913-4407

FUNDING AMOUNT AND SOURCE OF FUNDSGRANT AWARD TOTAL \$ 45,400.00**GRANT/LOAN AWARD PERIOD**

GRANT/LOAN AWARD PERIOD: January 01, 2023 THROUGH June 30, 2024

LENGTH OF AWARD PERIOD: 1 Year, 6 Months

LIQUIDATION OF OBLIGATIONS MUST BE MADE BY: June 30, 2024

PURPOSE OF GRANT/LOAN

This award will provide funding for implementation of LGAP Program for the Municipality

(The remainder of this page has been left intentionally blank)

Financial and Performance Reporting

- A. The grant budget as used in this Section means the financial plan to carry out the purpose of the grant which is to assist municipalities by helping offset the costs of compliance with the obligations imposed on them by P.L. 2021, c. 182.
- B. The Grantee is required to submit a final expenditure report at the conclusion of the grant period. The expenditure report file is to include expense supporting documentation that includes: copies of employee cumulative payment registers, copies of PO's, vendor invoices and cancelled checks front & back for period of 1/1/2023 through 12/31/2023 was originally due by 1/15/2024 and has been extended to 6/30/24.
- C. The grantee is required to submit a final progress report detailing the number of household inspections and results undertaken under this grant for the period of 1/1/2023 through 6/30/2024 by July 15, 2024.
- D. If reports are not submitted as required, the Department may, at its discretion, rescind the grant resulting in the grantee's requirement to reimburse the Department for grant funds awarded. The State of New Jersey may, at its discretion, take such action to withhold payments to the Grantees on any grant with other State agencies until the required reports have been submitted.

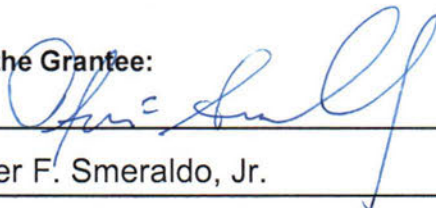
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DCA AND GRANTEE APPROVAL SIGNATURES

EXECUTION SIGNATURES

By the signatures below, the Grantee and DCA (the "parties") execute this updated agreement and confirm that they are mutually bound by all provisions contained herein and are fully authorized and empowered to enter into and bind their organization to all obligations under this agreement.

For the Grantee:

By:  (signature) (authorized delegate)

Peter F. Smeraldo, Jr. (print name)

Assistant Business Administrator (print title)

Date: 01/02/2024

For DCA:

By: _____ (signature)

(Commissioner or authorized delegate)

Jacquelyn A. Suárez

Acting Commissioner, Department of Community Affairs

Director, Division of Local Government Services

Date: _____



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 800
TRENTON, NJ 08625-0800
(609) 292-6420

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

GRANT AGREEMENT

P.L. 2021, CHAPTER 182 LEAD GRANT ASSISTANCE PROGRAM

STATE OF NEW JERSEY

DEPARTMENT OF COMMUNITY AFFAIRS

This grant agreement is entered into between the New Jersey Department of Community Affairs (hereafter referred to as "DCA") and Township of West Orange (hereafter referred to as "Grantee"). DCA and Township of West Orange may be referred to individually as "Party" and jointly as "Parties."

Grant Number 0722

GENERAL

- I. Grant Agreement Data
- II. Compliance with Existing Laws
- III. Bonding and Insurance
- IV. Indemnification
- V. Assignability
- VI. Availability of Funds

PRE-AWARD REQUIREMENTS

- VII. Special Grant Conditions for "High Risk" Grantees

POST-AWARD REQUIREMENTS

- VIII. Financial Management System
- IX. Method of Payment
- X. Allowable Costs
- XI. Period of Availability of Funds
- XII. Matching and Cost Sharing



- XIII. Program Income
- XIV. Audit Requirements
- XV. Budget Revision and Modification
- XVI. Property Management Standards
- XVII. Procurement Standards
- XVIII. Monitoring of Program Performance
- XIX. Financial and Performance Reporting
- XX. Access to Records
- XXI. Record Retention
- XXII. Enforcement
- XXIII. Termination and Suspension

AFTER-THE-GRANT REQUIREMENTS

- XXIV. Grant Closeout Procedures

WHEREAS, effective July 22, 2022, the Legislature enacted P.L. 2021, c. 182, “An Act concerning certain lead-based paint hazard, and residential rental property, and establishing lead-based paint hazard programs, supplementing P.L. 2003, c. 311 (C. 52:27D-437.1 et al.) amending various parts of the statutory law, and making an appropriation;” and

WHEREAS, pursuant to N.J.S.A. 52:27D-437.16(b)(1), a municipality that maintains a permanent local agency for the purpose of conducting inspections and enforcing laws, ordinances, and regulations concerning buildings and structures, is required to inspect for lead-based paint hazards certain specified single-family, two-family, and multiple rental dwellings, at the time periods set forth in the statute; and

WHEREAS, pursuant to N.J.S.A. 52:27D-437.16(b)(2) a municipality that does not maintain such a permanent local agency must hire a lead evaluation contractor, certified to provide lead paint inspection services by DCA, or enter a shared services agreement as permitted by law, for the purpose of conducting the inspections for lead-based paint hazards; and

WHEREAS, the inspection may consist of a visual inspection, or in the alternative through dust wipe sampling, depending upon the blood lead level of children six years of age or younger within the municipality; and

WHEREAS, the State of New Jersey, pursuant to Section 9 of P.L. 2021, c. 182, has, “appropriated from the General Fund to [DCA] the sum of \$3,900,000 to effectuate the purposes of P.L. 2021, c. 182 (C. 52:27D-437.16).” Further, pursuant to the FY 2023 Appropriations Act (P.L. 2022, Chapter 49), DCA received a grant-in-aid amount of \$3,900,000 for P.L. 2021, c. 182, for a total of \$7,800,000 in funding to effectuate the purpose of the Act; and

WHEREAS, DCA has allocated \$7,000,000 of this appropriation to the development the Lead Grant Assistance Program (“LGAP”) for the issuance of grant funds to municipalities for the purpose of assisting in municipal compliance with P.L. 2021, c. 182.

WHEREAS, DCA has determined that Grantee is eligible to receive [\$ 45,400] from the LGAP.

NOW, THEREFORE, pursuant to the terms of this grant agreement, DCA hereby grants [\$\$\$\$] 45,400 to the Grantee to be used for the purposes described herein.

GENERAL

I. Grant Agreement Data

Grantee Information

1. Grantee’s Name:

Township of West Orange

2. Grantee Address:

66 Main Street, West Orange, New Jersey, 07052

3. Financial Officer’s Name and Title:

John Gross, Chief of Staff/Chief Financial Officer/Comptroller

Grant Agency Information

1. Granting Agency Name:

New Jersey Department of Community Affairs

Division of Local Government Services

2. Granting Agency Address

101 South Broad Street

Trenton NJ 08625 -803

3. Grant Officer Name, Email Address and Phone Number

Tiziana, Johnston, tiziana.johnston@dca.nj.gov, (609) 913- 4407

Grant Amount

Total amount of grant: \$45,400

State Account Number: 23-100-022-8020-304

I. Compliance with Existing Laws

- A. The Grantee, in order to permit DCA to award this grant, agrees to comply with all Federal, State and municipal laws, rules, and regulations generally applicable to the activities in which the Grantee is engaged in the performance of this grant.
- B. These laws and regulations include, but are not limited to the following:
 - 1. Federal Office of Management and Budget (OMB) documents:
<http://www.whitehouse.gov/omb/circulars/>
 - 2. New Jersey Department of the Treasury, Office of Management and Budget documents:
 - i. Circular Letter 15-18-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid:
<http://www.state.nj.us/infobank/circular/cir0404b.htm>
 - ii. State Grant Compliance Supplement:
<http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>
 - 3. State Affirmative Action Legal Citations: The Grantee agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A 10:5, et. al., and P.L. 1975, c.127 and all implementing regulations.
- C. Failure to comply with the laws, rules and regulations shall be grounds for termination of this grant.

II. Bonding and Insurance

The Grantee must maintain in force for the term of this grant agreement all levels of minimum liability coverage required by law. The Grantee must provide proof of such coverage to DCA upon request.

III. Indemnification

The Grantee shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

IV. Assignability

The Grantee shall not subcontract the administration of this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant agreement or with the express written approval of DCA. This does not prohibit a Grantee from using grant funds to pay for a lead evaluation contractor or enter into a shared services agreement, if permitted to do so under P.L. 2021, c. 182.

V. Availability of Funds

The Grantee shall recognize and agree that the funding under this grant agreement is expressly dependent upon the availability to DCA of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of DCA to make any payment under this grant agreement or to observe and perform any condition on its part to be performed under this grant agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of this grant agreement by DCA or an event of default under this grant agreement and DCA shall not be held liable for any breach of this grant agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from DCA beyond the duration of the award period set forth in this grant agreement and in no event shall the this grant agreement be construed as a commitment by DCA to expend funds beyond the termination date set in this grant agreement.

VI. Special Grant Conditions For "High Risk" Grantees

A. If applicable, a Grantee may be considered "high risk" if DCA determines that a Grantee:

1. Has a history of unsatisfactory performance.
2. Is not financially stable.
3. Has a financial management system which does not meet the standards set forth in Section VIII.
4. Has not conformed to terms and conditions of previous awards.

5. Is otherwise not responsible; and the DCA determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- B. Special conditions or restrictions may include:
1. Payment on a reimbursement basis.
 2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 3. Requiring additional, more detailed financial reports.
 4. Additional project monitoring.
 5. Requiring the Grantee to obtain technical or management assistance.
 6. Establishing additional prior approvals.
- C. If DCA decides to impose such conditions, DCA will notify the Grantee as soon as possible, in writing, of:
1. The nature of the special conditions/restrictions.
 2. The reason(s) for imposing the special conditions.
 3. The corrective actions that must be taken before the special conditions will be removed by DCA and the time allowed for completing the corrective actions.
 4. The method of requesting reconsideration of the conditions/restrictions imposed.

VII. Financial Management System

- A. The Grantee shall be responsible for maintaining an adequate financial management system, as required under N.J.A.C. 5:30, and will immediately notify DCA when the Grantee cannot comply with the requirements established in this Section of the grant agreement.
- B. If applicable, the Grantee's financial management system shall provide for:
1. **Financial Reporting:** Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 2. **Accounting Records:** Records that adequately identify the source and application of funds for DCA supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 3. **Internal Control:** Effective internal and accounting controls over all funds, property and other assets. The Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 4. **Budget Control:** Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by DCA.

5. **Allowable Cost:** Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of Federal and State requirements.
 6. **Source Documentation:** Accounting records that are supported by source documentation.
 7. **Cash Management:** Procedures to minimize the time elapsing between the advance of funds from DCA and the disbursement by the Grantee, whenever funds are advanced by the DCA.
- C. DCA may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If DCA determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DCA upon written notice to the Grantee, until such time as the system meets with DCA approval.

VIII. Method of Payment

A one-time payment of \$ 45,400, will be made to the Grantee upon execution of this grant agreement.

IX. Allowable Costs

A. Limitation on Use of Funds

Grant funds must be used only for the implementation of P.L. 2021, c. 182. **Such costs may include the following:**

1. Hiring and training of municipal personnel who will perform inspections for lead-based paint hazards in rental units subject to Chapter 182 (including Lead Inspector/Risk Assessor training costs).
 - a. If permitted under P.L. 2021, c. 182, payment of an appropriate lead evaluation contractor or payment to another municipality in an appropriate shared service agreement.
2. Personnel costs attributable to lead-based paint hazard inspections by existing employees.
3. Materials and supplies required for carrying out such inspections, such as for dust wipe sampling.
4. Communications materials and mailings to known and potential property owners subject to inspection, including those intended to identify owners of single and two-family rental units.

Non-permissible uses of the funding include but are not limited to:

1. Human Resource services for the hiring of lead inspectors.
2. Municipal building operating costs.
3. Municipal finance department staff costs for required reporting activities.
4. Any related professional services such as the hiring of a marketing contractor, consultant or legal services associated with compliance under the Act.

B. Applicable Cost Principles

If applicable, for each type of organization, there is a set of Federal principals for determining allowable costs. Allowable costs will be determined in accordance with applicable Federal cost principles specific to the organization incurring the costs (e.g. Federal OMB Circulars A-87, A-122, A-21, etc.) and State requirements.

X. Period of Availability of Funds

The grantee must expend the funds and provide reporting pursuant to Section XVIII of this grant agreement no later than January 15, 2024.

XI. Matching and Cost Sharing

If applicable, the Grantee shall be required to account to the satisfaction of the DCA for matching and cost sharing requirements of the grant in accordance with Federal and State requirements.

XII. Program

A. If applicable, program income shall be defined as gross income earned by the Grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

1. All program income earned during grant period shall be retained by the Grantee.

XIII. Audit Requirements

This grant, if it meets or exceeds the threshold of \$750,000.00 in Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is covered by the audit requirements of the Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

XIV. Revision and Modification

A. Deviations from the allowable costs provided in Section IX shall not be permitted at anytime, nor shall this grant agreement be modified or amended without the express authorization of DCA.

XV. Property Management Standards

Property acquired in whole or in part with Federal or DCA funds or whose cost was charged to a project supported by Federal or DCA funds shall be utilized and disposed of in a manner generally consistent with State and Federal requirements.

XVI. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with Federal and State requirements. Adherence to the standards contained in the applicable Federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to DCA, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

XVII. Monitoring of Program Performance

- A. If applicable, the Grantee must assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.
- B. The Grantee shall inform DCA of the following types of conditions which affect program objectives and performance as soon as they become known:
 - 1. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any DCA assistance required to resolve the situation.
- C. DCA may, at its discretion, make site visits to:
 - 1. Review program accomplishments and management control systems.
 - 2. Provide such technical assistance as may be required.
 - 3. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.

XVIII. Financial and Performance Reporting

- A. The grant budget as used in this Section means the financial plan to carry out the purpose of the grant which is to assist municipalities by helping offset the costs of compliance with the obligations imposed on them by P.L. 2021, c. 182.
- B. The Grantee is required to submit a final expenditure report at the conclusion of the grant period. The expenditure report file is to include expense supporting documentation that includes: copies of employee cumulative payment registers, copies of PO's, vendor invoices and cancelled checks front & back for period of 1/1/2023 through 12/31/2023 by 1/15/2024.
- C. The grantee is required to submit a final progress report detailing the number of household inspections and results undertaken under this grant for the period of 1/1/2023 through 12/31/2023 by 1/15/2024.
- D. Extensions to reporting due dates may be granted upon written request to the Department of Community Affairs (DCA), Division of Local Government Services (DLGS).

- E. If reports are not submitted as required, the Department may, at its discretion, rescind the grant resulting in the grantee's requirement to reimburse the Department for grant funds awarded. The State of New Jersey may, at its discretion, take such action to withhold payments to the Grantees on any grant with other State agencies until the required reports have been submitted.

XIX. Access to Records

- A. The Grantee in accepting this grant agrees to make available to DCA pertinent accounting records, books, documents and papers as may be necessary to monitor and audit Grantee's operations.
- B. All visitations, inspections and audits, including visits and requests for documentation in discharge of DCA's responsibilities, shall as a general rule provide for prior notice when reasonable and practical to do so. However, DCA retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. DCA reserves the right to have access to records of any Subgrantees and requires the Grantee to provide for DCA access to such records in any grant with the Subgrantee.
- D. DCA reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.

XX. Record Retention

- A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records and all other records pertinent to the grant shall be retained for a period of seven years, unless directed to extend the retention by DCA.
 - 1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the seven year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven year period, whichever is later unless otherwise directed by DCA.
 - 2. Records for nonexpendable property acquired with DCA funds shall be retained for seven years after its final disposition, unless otherwise provided or directed by DCA.
- B. For Federal and State purposes (unless otherwise provided):
 - 1. General - The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.
 - 2. Real Property and Equipment - The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of DCA.
- C. DCA may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make

arrangements with the Grantee to retain any records that are continuously needed for joint use.

XXI. Enforcement

A. Remedies for Noncompliance

If the Grantee materially fails to comply with the terms of this grant agreement, , DCA may take one or more of the following actions, as appropriate in the circumstances:

1. Disallow all or part of the cost of the activity or action not in compliance.
2. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
3. Take other remedies that may be legally available.

B. Hearings, Appeals

In taking an enforcement action against the Grantee, DCA may provide the Grantee an opportunity for such hearing, appeal or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

XXII. Termination and Suspension

A. The following definitions shall apply for the purposes of this Section:

1. Termination: The termination of a grant means the cancellation of assistance, in whole or in part, under a grant at any time prior to the date of completion.
2. Suspension: The suspension of a grant is an action by the Department which temporarily suspends assistance under the grant pending corrective action by the Grantee or pending a decision to terminate the grant by the Department.
3. Disallowed Costs: Disallowed costs are those charges to the grant which DCA or its representatives shall determine to be beyond the scope of the purpose of the grant, excessive, or otherwise unallowable.

B. DCA may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of this grant agreement. DCA shall promptly notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by DCA under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

C. The Grant Closeout procedures in Section XXIV of the grant shall apply in all cases of termination of the grant.

XXIII. Grant Closeout Procedures

A. The following definitions shall apply for the purpose of this Section:

1. Grant Closeout: The closeout of a grant is the process by which the DCA determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

2. Date of Completion: The date when all grant funding has been expended, and the Grantee has provided the required reporting pursuant to Section XVIII of this grant agreement, to the satisfaction and approval of DCA.
- B. The Grantee shall submit reports as prescribed by the timeframes set forth in Sections X and XVIII of this grant agreement upon completion of the grant period or termination of the grant.
 - C. The Grantee will, together with the submission of the report, refund to DCA any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by DCA to be retained.
 - D. If applicable, in the event a final audit has not been performed prior to the closeout of the grant, DCA retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

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DCA AND GRANTEE APPROVAL SIGNATURES

EXECUTION SIGNATURES

By the signatures below, the Grantee and DCA (the "parties") execute this agreement and confirm that they are mutually bound by all provisions contained herein and are fully authorized and empowered to enter into and bind their organization to all obligations under this agreement.

For the Grantee:

By: Susan McCartney (signature) (authorized delegate)
Susan McCartney (print name)
Mayor (print title)

Date: June 26, 2023

For DCA:

By: Jacquelyn A. Suárez (signature)
(Commissioner or authorized delegate)

Jacquelyn A. Suárez (print name)
Director (print title)

Date: 7/5/2023