



Municipality of Princeton
Department of Community Development
Office of Planning
Princeton Municipal Building
400 Witherspoon Street
5366

609-924-

MEMORANDUM

TO: Robert Bruschi, Administrator

FROM: Lee Solow, Director of Planning 

DATE: 2/27/13

SUBJECT: INSTITUTE FOR ADVANCED STUDY – LITIGATION FUND
Karen Cayci, Esq

In August 2012, Township Committee entered into a Professional Service Agreement with Herbert, Van Ness, Cayci & Goodell, PC for the litigation on the Planning Board's approval of the Institute For Advanced Study (IAS) – Faculty Housing site plan.

The litigation fund has less than \$900 remaining. A copy of a request has been provided seeking an additional \$8,000 for this account. We are asking that the account for the IAS litigation be increased.

Attached please find: Ms. Cayci's request for additional funds, a resolution and amended professional service agreement. Please place this amendment on the next available Council agenda.

Should you have any questions, please contact me. Thanking you in advance for assistance

cc: Kathryn Monzo, Assistant Administrator & Director of Finance
Sandra Webb, Chief Financial Officer
Robert Kiser, PE; Director of Engineering
Edwin Schmierer, Esq.
Karen Cayci, Esq.

HERBERT, VAN NESS, CAYCI & GOODELL
A Professional Corporation

3131 Princeton Pike, Building 4, Suite 114
Lawrenceville, New Jersey 08648
Phone (609) 924-2495 • Fax (609) 912-0006

Michael J. Herbert (1938 - 2011)
Stanley C. Van Ness (1934 - 2007)
Karen L. Cayci*
Steven P. Goodell
Michael W. Herbert
Rachel U. Doobraj**

* Member NJ & PA Bar
** Member NJ & NY Bar

February 25, 2013

Via Email

Ilene Cutroneo, LUA/Assistant to the Planner
Regional Planning Board of Princeton
400 Witherspoon Street
Princeton, NJ 08540

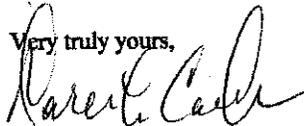
Re: *Princeton Battlefield Area Preservation Society et al. v.
The Institute for Advanced Study and the Regional Planning Board
of Princeton
Docket No. MER-L-1757-12*

Dear Ilene:

As a follow-up to my earlier emails with staff, this letter will confirm that we need to request that our legal budget be supplemented in order to continue work on the litigation. We ask that the budget be supplemented by the amount of \$8000.00 to take us through briefing and oral argument. Please do not hesitate to contact us should you require any additional documentation from us in connection with this request.

Thank you for your assistance in this matter.

Very truly yours,



Karen L. Cayci

MUNICIPALITY OF PRINCETON
COUNTY OF MERCER, STATE OF NEW JERSEY

RESOLUTION

WHEREAS, there exists a need for legal services to assist the Planning Board of Princeton in connection with litigation entitled Princeton Battlefield Area Preservation Society, et. al. vs. Regional Planning Board of Princeton, et. al., Docket No. L1757-12; and

WHEREAS, the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* requires that a Resolution authorizing the award of a Contract for "Professional Services" without competitive bidding must be publically advertised.

NOW, THEREFORE, BE IT RESOLVED by the Council of Princeton as follows:

1. The Mayor and Clerk of the Municipality of Princeton are hereby authorized and directed to enter into an agreement for an *additional sum of \$8,000 for a new not to exceed amount of \$18,000* with Herbert, Van Ness, Cayci and Goodell, P.C., 3131 Princeton Pike, Building 4, Suite 114, Lawrenceville, New Jersey 08648 to provide for the defense of the Regional Planning Board of Princeton in the above-captioned litigation. The Professional Services Agreement authorized by this Resolution is on file in the Office of the Municipal Clerk and may be inspected during regular office hours.
2. This Agreement is being awarded without competitive bidding as a "Professional Services" Contract under the provisions of the New Jersey Local Public Contracts Law because a service will be rendered or performed by a person or persons authorized by law to practice a recognized professional and whose practice is regulated by law.
3. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

CERTIFICATION

I, Linda S. McDermott, Clerk of the Municipality of Princeton, do hereby certify that the foregoing Resolution was adopted by the Princeton Council at its regular meeting held on the 11th day of March, 2013.

Linda S. McDermott, Clerk
Municipality of Princeton

AMENDED
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into on this 11th day of March, 2013, by and between **PRINCETON**, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as "**PRINCETON**") and **HERBERT, VAN NESS, CAYCI, & GOODELL**, (hereinafter referred to as "**ATTORNEY**").

WITNESSETH:

WHEREAS, the Princeton Planning Board has been named as a Defendant in litigation captioned Princeton Battlefield Area Preservation Society, et. al. vs. Regional Planning Board of Princeton, et. al., Docket No. L1757-12; and

WHEREAS, **THE TOWNSHIP OF PRINCETON** adopted a resolution on August 20, 2012 pursuant to the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-3 et seq.*, authorizing the award of a Contract for Professional Services, in an amount not to exceed \$10,000 without competitive bidding to **ATTORNEY** as permitted by law.

WHEREAS, the **ATTORNEY** has advised the Princeton Planning Board that additional funds, in the amount of \$8,000 are needed to continue to defend this litigation; and

WHEREAS, **ATTORNEY** has agreed to continue to provide said services; and

WHEREAS, **PRINCETON** has adopted a resolution pursuant to the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-3 et seq.*, amending the authorized award of a Contract for Professional Services without competitive bidding to **ATTORNEY** as permitted by law.

NOW, THEREFORE, IT IS AGREED by and between **PRINCETON** and **ATTORNEY**, as follows:

1. **PRINCETON** hereby retains **ATTORNEY** to continue its representation of the Princeton Planning Board in the matter of Princeton Battlefield Area Preservation Society, et. al. vs. Regional Planning Board of Princeton, et. al., Docket No. L1757-12. The nature, scope of services and fees are set forth in the a copy of which is attached hereto and made a part hereof as Exhibit A.

2. **Amending the total amount not to exceed, as \$18,000**

3. All of the work to be undertaken and completed by **ATTORNEY** shall be performed under the direct supervision of the **DIRECTOR OF PLANNING AND**

4. **PRINCETON** and **ATTORNEY** hereby incorporate by reference into this Agreement the affirmative action/non-discrimination requirements as set forth on Exhibit B attached hereto.

5. **ATTORNEY** agrees to comply with the requirements of the New Jersey Business Registration Act in accordance with Exhibit C attached hereto.

6. **ATTORNEY** further agrees to adhere to the requirements of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A. 19:44A-20.7 et seq.*, as well as the Princeton Pay-to-Play Ordinance No. 2007-11 as set forth on Exhibit D attached hereto.

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

ATTEST:
of

Linda S. McDermott, Clerk

PRINCETON, a municipal Corporation
the State of New Jersey

By: _____
_____, Mayor

WITNESS:

[VENDOR]

By: _____
_____, President

EXHIBIT A

HERBERT, VAN NESS, CAYCI & GOODELL
A Professional Corporation

3131 Princeton Pike, Building 4, Suite 114
Lawrenceville, New Jersey 08648
Phone (609) 924-2495 • Fax (609) 912-0006

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February 25, 2013

Via Email
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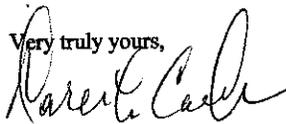
Re: *Princeton Battlefield Area Preservation Society et al. v.
The Institute for Advanced Study and the Regional Planning Board
of Princeton
Docket No. MER-L-1757-12*

Dear Ilene:

As a follow-up to my earlier emails with staff, this letter will confirm that we need to request that our legal budget be supplemented in order to continue work on the litigation. We ask that the budget be supplemented by the amount of \$8000.00 to take us through briefing and oral argument. Please do not hesitate to contact us should you require any additional documentation from us in connection with this request.

Thank you for your assistance in this matter.

Very truly yours,



Karen L. Cayci

EXHIBIT B

AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE
ATTACHMENT

for

PROCUREMENT AND SERVICE CONTRACTS, INCLUDING
PROFESSIONAL SERVICES AGREEMENTS

Pursuant to N.J.A.C. 17:27-3.5(a)1 and 4.3(a)1, each vendor (also referred to herein as “contractor”) shall submit to Princeton (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Princeton, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302) provided by the Division and distributed to Princeton to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit nor shall Princeton accept an employee information report unless the contractor certifies and agrees to the following: The contractor, where appropriate, certifies that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

A contractor shall not enter into a binding subcontract with a subcontractor unless the subcontractor has submitted to said contractor one of the three documents listed above.

During performance of this contract, the contractor agrees as follows:

A. 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 all 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.

B. 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.

C. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. 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.

E. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with:

(1) Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2; or

(2) Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. 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;

H. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance and EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

As required by N.J.S.A. 10:2-1 (“Discrimination in employment on public works; contract provisions; set-aside programs”), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by Princeton, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by Princeton, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from Princeton of any prior violation of this section of the contract.

EXHIBIT C

BUSINESS REGISTRATION & SALES & USE TAX ADDENDUM

P.L. 2004, c.57 (N.J.S.A. 52:32-44) imposes the following requirements on contractors and subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

A. Proof of Contractor's Business Registration

The contractor must provide a copy of its business registration certificate issued by the Department of the Treasury or such other form or verification that the contractor is registered with the Department of the Treasury. Proof of business registration must be submitted no later than at the time of execution of this contract.

B. Proof of Subcontractors' Business Registration

The contractor shall not enter into any contract with a subcontractor under this contract unless the subcontractor first provides proof of valid business registration to the contractor. Also, if the contractor subcontracts any of the work:

1. The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Subcontractors through all tiers of the project must provide written notice to their subcontractors to submit proof of business registration, and subcontractors shall collect such proofs of business registration.

2. The contractor shall forward copies of proof of the subcontractors' business registrations to the contracting agency.

3. The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance.

4. Before final payment is made by the contracting agency under this contract, the contractor shall submit to the contracting agency a complete and an accurate list of all subcontractors, along with their proof of business registration (if not previously provided), used in fulfillment of the contract. If no subcontractors were used, the contractor shall attest to same prior to final payment.

A contractor or subcontractor who fails to provide proof of business registration or provides false information of business registration shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each proof of business registration not properly provided under a contract with a contracting agency.

C. Sales and Use Tax

For the term of this contract, the contractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

In the event the contractor subcontracts any of its work, the contractor shall include within its subcontracts the requirement that, for the term of this contract, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

EXHIBIT D

NEW JERSEY "LOCAL UNIT PAY-TO-PLAY LAW" COMPLIANCE

Political Contribution Disclosure

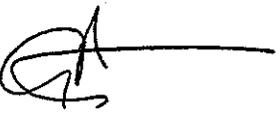
This Agreement has been awarded to CONTRACTOR/CONSULTANT based on the merits and abilities of CONTRACTOR/CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, CONTRACTOR/CONSULTANT hereby certifies that CONTRACTOR/CONSULTANT (including persons and other business entities having an interest in CONTRACT/CONSULTANT as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19 affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the Township of Princeton when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the Township of Princeton when the Agreement is awarded.

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Mayor and Council of Princeton
via e-mail

From: Edwin W. Schmierer, Esq. 
Princeton Attorney

Date: March 7, 2013

Re: **Princeton Zoning Board of Adjustment: 2013 Attorney**

The Princeton Zoning Board of Adjustment has organized and appointed Karen L. Cayci, Esq. as its attorney for 2013. Ms. Cayci and the Board propose a Contract not-to-exceed twenty thousand (\$20,000.00) dollars, the same amount as appropriated in 2012, with eleven thousand (\$11,000.00) dollars allocated for time for routine or general Board work and nine thousand (\$9,000.00) dollars for litigation should that be necessary.

I have, therefore, prepared and attach hereto a proposed Resolution and Professional Services Agreement for your consideration at your meeting on March 11, 2013.

EWS:jv
attachs.

cc: Robert W. Bruschi, Administrator (w/attachs.)
Kathy Monzo, Assistant Administrator (w/attachs.)
Linda S. McDermott, Clerk (w/attachs.)
Robert V. Kiser, P.E., Princeton Engineer (w/attachs.)
Debra L. Rogers, Assistant to Zoning Office (w/attachs.)

\\VLSR252\mail\PC\WFW\2013 Agreement\Meeting & Consent - Resolution & Agreement - Zoning Board of Adjustment 2013.rpt

COUNTY OF MERCER

PRINCETON

STATE OF NEW JERSEY

RESOLUTION

WHEREAS, the Princeton Zoning Board of Adjustment ("Board"), pursuant to *N.J.S.A. 40:55D-71(b)* requires the services of legal counsel during the calendar year 2013; and

WHEREAS, said Board has appointed Karen L. Cayci, Esq. of the firm of Herbert Van Ness Cayci & Goodell, PC as its legal advisor during the calendar year 2013; and

WHEREAS, said Board has recommended to Princeton that pursuant to the provisions of the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* that a Resolution be adopted awarding a Contract for "Professional Services" without competitive bidding to Karen L. Cayci, Esq. and that the award of said Contract to be publically advertised as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Princeton Council, as follows:

1. The Mayor and Clerk of Princeton are hereby authorized and directed on behalf of the Princeton Zoning Board of Adjustment to enter into a Professional Services Agreement with Karen L. Cayci, Esq. of the firm of Herbert Van Ness Cayci & Goodell, PC, 3131 Princeton Pike, Building 4, Suite 114, Lawrenceville, New Jersey 08648 so as to have said firm serve during the calendar year 2013 as the attorney for said Board. The sums authorized by this Resolution shall not exceed twenty thousand (\$20,000.00) dollars for routine and litigation legal services. The Agreement authorized by this Resolution is on file in the Office of the Princeton Clerk and with the Secretary of the Princeton Zoning Board of Adjustment and may be inspected during regular office hours.

2. This Contract is being awarded without competitive bidding as a "Professional Services" Contract in accordance with the provisions of *N.J.S.A. 40A:11-5(1)(a)* of the New Jersey Local Public Contracts Law because a service will be rendered or performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.
3. A notice of this action shall be published in The Princeton Packet as required by law within ten (10) days of its passage.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, do hereby certify that the foregoing Resolution was adopted by the Princeton Council at its meeting held on the 11th day of March, 2013.

Linda S. McDermott, Clerk
Princeton

2013

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made on the 11th day of March, 2013, by and between the **PRINCETON**, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as "**PRINCETON**") and **HERBERT VAN NESS CAYCI & GOODELL, PC**, 3131 Princeton Pike, Building 4, Suite 114, Lawrenceville, New Jersey 08648 (hereinafter referred to as the "**ATTORNEYS**").

WITNESSETH:

WHEREAS, the **PRINCETON ZONING BOARD OF ADJUSTMENT** (hereinafter referred to as "**BOARD**") requires legal services for the calendar year 2013; and

WHEREAS, said **BOARD**, pursuant to *N.J.S.A. 40:55D-71(b)*, may employ on an annual basis, legal counsel; and

WHEREAS, the **BOARD**, by Resolution has appointed **ATTORNEYS** as its legal counsel for 2013 pursuant to the provisions of the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, and recommends having **PRINCETON** award a Professional Services Contract to the **ATTORNEYS** without competitive bidding.

NOW, THEREFORE, IT IS AGREED, between **PRINCETON** and the **ATTORNEYS** as follows:

1. The **BOARD** has heretofore appointed the **ATTORNEYS** to serve as legal counsel to the **BOARD** for the calendar year 2013.
2. The **ATTORNEYS** agree to designate Karen L. Cayci, Esq. as the lead attorney for the **BOARD**.

3. **PRINCETON** agrees to compensate the **ATTORNEYS** at a billing rate of \$165.00 per hour for routine escrow and litigation legal services. The **ATTORNEYS** shall also be reimbursed for out-of-pocket expenses such as filing fees, etc.

4. **PRINCETON** and **ATTORNEYS** agree that the **ATTORNEYS** shall not bill **PRINCETON** for a sum in excess of twenty thousand (\$20,000.00): eleven thousand (\$11,000.00) dollars for routine Board representation and nine thousand (\$9,000.00) dollars for litigation services during the calendar year 2013 without further authorization from the **BOARD** and **PRINCETON**.

5. The **ATTORNEYS** agree that they shall coordinate their representation of the **BOARD** through Zoning Officer, Derek Bridger.

6. To the degree that legal services provided by the **ATTORNEY** for the **BOARD** relate to a specific land use development application considered by the **BOARD** and said services are appropriately chargeable to an escrow deposit account established by an applicant before the **BOARD**, then said **ATTORNEYS** shall bill their time to said escrow account in accordance with the provisions of *N.J.S.A. 40:55D-53.2 et seq.*

7. The parties hereby incorporate into this Agreement, the attached Affirmative Action/Non Discrimination Addendum per attached Exhibit A.

8. The **ATTORNEYS** agrees to file with **PRINCETON** Chief Financial Officer their New Jersey Business Registration Certificate as required by P.L. 2004, c. 57 of the Laws of the State of New Jersey per attached Exhibit B.

9. The **ATTORNEYS** shall comply with the requirements of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A. 19:44A-20.7*, per attached Exhibit C.

EXHIBIT A

**AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE
ATTACHMENT**

for

**PROCUREMENT AND SERVICE CONTRACTS, INCLUDING
PROFESSIONAL SERVICES AGREEMENTS**

Pursuant to N.J.A.C. 17:27-3.5(a)1 and 4.3(a)1, each vendor (also referred to herein as "contractor") shall submit to Princeton (also referred to as "public agency" or "agency"), after notification of award but prior to execution of a goods and services contract with the Princeton, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302) provided by the Division and distributed to Princeton to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit nor shall Princeton accept an employee information report unless the contractor certifies and agrees to the following: The contractor, where appropriate, certifies that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

A contractor shall not enter into a binding subcontract with a subcontractor unless the subcontractor has submitted to said contractor one of the three documents listed above.

During performance of this contract, the contractor agrees as follows:

A. 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 all 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.

B. 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.

C. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. 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.

E. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with:

- (1) Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2; or
- (2) Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. 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;

H. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry,

marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance and EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by Princeton, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by Princeton, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from Princeton of any prior violation of this section of the contract.

EXHIBIT B

BUSINESS REGISTRATION & SALES & USE TAX ADDENDUM

P.L. 2004, c.57 (N.J.S.A. 52:32-44) imposes the following requirements on contractors and subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

A. Proof of Contractor's Business Registration

The contractor must provide a copy of its business registration certificate issued by the Department of the Treasury or such other form or verification that the contractor is registered with the Department of the Treasury. Proof of business registration must be submitted no later than at the time of execution of this contract.

B. Proof of Subcontractors' Business Registration

The contractor shall not enter into any contract with a subcontractor under this contract unless the subcontractor first provides proof of valid business registration to the contractor. Also, if the contractor subcontracts any of the work:

1. The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Subcontractors through all tiers of the project must provide written notice to their subcontractors to submit proof of business registration, and subcontractors shall collect such proofs of business registration.
2. The contractor shall forward copies of proof of the subcontractors' business registrations to the contracting agency.
3. The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance.
4. Before final payment is made by the contracting agency under this contract, the contractor shall submit to the contracting agency a complete and an accurate list of all subcontractors, along with their proof of business registration (if not previously provided), used in fulfillment of the contract. If no subcontractors were used, the contractor shall attest to same prior to final payment.

A contractor or subcontractor who fails to provide proof of business registration or provides false information of business registration shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each proof of business registration not properly provided under a contract with a contracting agency.

C. Sales and Use Tax

For the term of this contract, the contractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and

Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

In the event the contractor subcontracts any of its work, the contractor shall include within its subcontracts the requirement that, for the term of this contract, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

EXHIBIT C

NEW JERSEY "LOCAL UNIT PAY-TO-PLAY LAW" COMPLIANCE

Political Contribution Disclosure

This Agreement has been awarded to CONTRACTOR/CONSULTANT based on the merits and abilities of CONTRACTOR/CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in *N.J.S.A. 19:44A-20.7*. As such, CONTRACTOR/CONSULTANT hereby certifies that CONTRACTOR/CONSULTANT (including persons and other business entities having an interest in CONTRACT/CONSULTANT as defined by *N.J.S.A. 19:44A-20.7*) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-1 et seq.* (*i.e.*, in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19 affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of Princeton when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of Princeton when the Agreement is awarded.



**Office of the Administrator,
Robert W. Bruschi
Princeton Municipal Building
400 Witherspoon Street
Princeton, NJ 08540
609-924-5176**

Date: March 7, 2013
To: **Mayor and Council**
FROM: Robert W. Bruschi
SUBJECT: Prior Years Legal Bills—Hill Wallack and Steve Barcan

Attached to this memorandum are the final bills for legal expenses incurred by Princeton Borough for 2012. Many of you know this was a hot discussion topic at the end of 2012 and the former Council approved paying the majority of the remaining bills. Representatives of the council had gone through the bills and felt that the prior firms did indeed do the work however, there were some council members that questioned their need for the work etc. It was also the desire of some of the members of the council to negotiate the rates to try to lower the overall fees. Calls were made to both firms about the concept of negotiating reduced rates. In both cases the former providers felt that they performed the work that they had been requested to perform and they should be paid the final amount.

The legal committee has reviewed the Hill Wallack bills and there were no additional bills from Steve Barcan since the late fall so the committee is recommending that these bills for services rendered be paid. Administration strongly recommends the payment of the final bills.

If members of the governing body have any questions about this please feel free to contact me. The money for these comes out of the prior years reserves and in no way impacts the 2013 budget.

C: Sandra Webb, Kathy Monzo

**RESOLUTION 2013-R
OF THE MAYOR AND COUNCIL OF PRINCETON
AMENDING THE AGREEMENT FOR LEGAL SERVICES
FOR THE YEAR 2012 BETWEEN PRINCETON AND HILL WALLACK LLP**

WHEREAS, the Borough of Princeton (the "Borough") entered into an agreement ("Agreement") with Hill Wallack LLP for legal services for the year 2012, which the Borough Council approved through the adoption of Resolution No.: 2012-R07 and Resolution No. 2012-R285; and,

WHEREAS, Princeton and Hill Wallack LLP have agreed to amend the Agreement as described herein.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton, as follows:

1. The Agreement between Princeton and Hill Wallack LLP is amended to increase the amount by \$17,263.21 not to exceed \$224,206.91 through December 31, 2012.
2. The Borough's Chief Financial Officer has certified the availability of funds for this amended Agreement.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Ms. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								
<p>I, LINDA MCDERMOTT, Clerk of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of at a meeting held March 11, 2013.</p> <p>IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Princeton, this 11th the day of March, 2013.</p>								
<p>_____ Linda McDermott Clerk</p>								

**RESOLUTION 2013-R
OF THE MAYOR AND COUNCIL OF
PRINCETON AMENDING THE AGREEMENT FOR LEGAL SERVICES FOR THE
YEAR 2012 BETWEEN PRINCETON AND STEPHEN BARCAN OF WILENTZ,
GOLDMAN & SPITZER, P.A.**

WHEREAS, the Borough of Princeton (the "Borough") entered into an agreement ("Agreement") with Stephen Barcan of Wilentz, Goldman & Spitzer, P.A. for legal services for the year 2012, which the Borough Council approved through the adoption of Resolution No.: 2012-R109 and Resolution No. 2012-R286; and,

WHEREAS, Princeton and Stephen Barcan of Wilentz, Goldman & Spitzer, P.A. have agreed to amend the Agreement as described herein.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton, as follows:

1. The Agreement between Princeton and Stephen Barcan of Wilentz, Goldman & Spitzer, P.A. is amended to increase the amount by \$8,286.07 not to exceed \$46,973.41 through December 31, 2012.
2. The Borough's Chief Financial Officer has certified the availability of funds for this amended Agreement.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Ms. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								
<p>I, LINDA MCDERMOTT, Clerk of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council at a meeting held March 11, 2013.</p> <p>IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of, this 11th the day of March, 2013.</p>								
<p>_____ Linda McDermott Clerk</p>								

Princeton Sewer Operating Committee

Memo

To: Mayor and Council of Princeton

From: Robert A. Hough, P.E.
PSOC Manager / Engineer

Date: March 4, 2013

RE: Request to Award Professional Services Agreement (PSA)
Van Cleef Engineering Associates
Inspection Services for Municipal Sanitary Sewer Rehabilitation Projects

The Princeton Sewer Operating Committee (PSOC) requests authorization to award a contract for Professional Services to Van Cleef Engineering Associates (VCEA) of Hamilton, New Jersey to provide construction inspection services. In the past, VCEA has provided personnel to augment the PSOC staff for inspection of sewer rehabilitation projects being performed by the PSOC or by the Borough and Township in accordance with Local Public Contracts Law. Please be advised that VCEA has agreed to provide these inspection services to the PSOC at the same billing rates used since 2008.

During 2013, VCEA's inspectors will again assist the PSOC with the inspection of sanitary sewer main re-lining or replacement and sanitary sewer lateral repairs and replacements throughout the PSOC sanitary sewer service area. In addition, VCEA's inspectors are approved by the New Jersey Department of Environmental Protection to provide inspection services on projects funded by the New Jersey Environmental Infrastructure Financing Program.

The majority of the inspection services in 2013 will be specifically related to sanitary sewer main re-lining.

The contract will currently be set to have a cost not to exceed \$15,000.00. This cost will be drawn from C-04-11-019-301 (Ordinance # 2011-19, Sewer Operating Trust Fund).

Thank you for your consideration of this matter.

CC: Robert W. Bruschi, Administrator
Kathryn Monzo, Deputy Administrator
Sandra L. Webb, Chief Financial Officer

**RESOLUTION 2013-R
OF THE MAYOR AND COUNCIL OF PRINCETON
AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT
FOR PROFESSIONAL SERVICES
TO VAN CLEEF ENGINEERING ASSOCIATES
FOR INSPECTION OF SANITARY SEWER REHABILITATION PROJECTS**

WHEREAS, the Mayor and Council of Princeton has a need to acquire professional engineering services as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44A-20.4 and/or N.J.S.A. 19:44A-20.5*; and,

WHEREAS, the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq*; and

WHEREAS, the anticipated term of this contract is to and including December 31, 2013; and

WHEREAS, Van Cleef Engineering Associates has submitted a proposal dated March 4, 2013 indicating they will provide services and other related duties as follows:

With respect to Municipal Sanitary Sewer Rehabilitation Projects, Provider will provide inspection of such construction projects administered directly by the Princeton Sewer Operating Committee or by Princeton as part of a roadway reconstruction project. The services are further described in the attached Exhibit A.

WHEREAS, under this contract, the Provider shall at all times act as an independent professional contractor and not as an employee of Princeton, and shall have no authority to act as an agent or representative of Princeton or to enter into any financial or other contractual commitment on behalf of Princeton without the prior written approval of same granted in accordance with the law. The Agreement shall be effective to and including December 31, 2013.

WHEREAS, Princeton shall pay the Provider an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) in accordance with a rate schedule, a copy of which is attached to the Professional Services Agreement; and

WHEREAS, Van Cleef Engineering Associates has completed and submitted a Business Entity Disclosure Certification which certifies that Van Cleef Engineering Associates has not made any reportable contributions to a political or candidate committee in Princeton in the previous one year, and that the contract will prohibit Van Cleef Engineering Associates from making any reportable contributions through the term of the contract, and

WHEREAS, the Chief Financial Officer has certified that funds are available under Current Account No. C-04-11-019-301 (Ordinance # 2011-19, Sewer Operating Trust Fund); and

NOW THEREFORE, BE IT RESOLVED that the Mayor and Council of Princeton authorizes the Mayor and Municipal Clerk to execute a contract with Van Cleef Engineering Associates as described herein; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

BE IT FURTHER RESOLVED that a notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

I, Linda S. McDermott, Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council of Princeton at its meeting held on March 11, 2013.

Linda S. McDermott, Clerk

**BOROUGH OF PRINCETON
PROFESSIONAL SERVICES AGREEMENT**

AGREEMENT, made this _____ day of _____, 2013, by **Van Cleef Engineering Associates**, (hereinafter referred to as "Provider"), 4 AAA Drive, Suite 102, Hamilton, New Jersey 08691, and the **Princeton**, a municipal corporation in the County of Mercer and State of New Jersey (hereinafter referred to as "Princeton"), 400 Witherspoon Street, Princeton, New Jersey 08540.

WHEREAS, Princeton wishes to enter into an agreement with Provider for professional services in connection with certain activities being conducted by Princeton, as hereafter more particularly stated.

NOW, THEREFORE, in consideration of the mutual obligations hereafter set forth, the parties hereto agree as follows:

1. **STATEMENT OF WORK:** The Provider shall use its best efforts to perform professional services and other related duties, as follows:

With respect to Municipal Sanitary Sewer Rehabilitation Projects, Provider will provide inspection of such construction projects administered directly by the Princeton Sewer Operating Committee or by Princeton as part of a roadway reconstruction project. Provider's services are further described in the attached Exhibit A.

Under this Agreement, the Provider shall at all times act as an independent professional contractor and not as an employee of Princeton, and shall have no authority to act as an agent or representative of Princeton or to enter into any financial or other contractual commitment on behalf of Princeton without the prior written approval of same granted in accordance with law. This Agreement shall be supplemented by the terms of the Provider's proposal, including the standard provisions of the proposal, except where such terms are contradicted by the terms of this Professional Services Agreement, in which case the terms of this Agreement shall apply. The Agreement will be effective to and including December 31, 2013.

2. **PAYMENT:**

a. An amount not to exceed Fifteen Thousand Dollars (\$15,000.00) in accordance with a rate schedule, a copy of which is attached hereto as Exhibit A. The work authorized by this Agreement shall be funded from a capital ordinance appropriating sewer application fees or sewer rents. A brief description of the work completed shall be submitted with each invoice.

(i) Services shall be provided at a billing rate not to exceed \$70.00 per hour.

b. Rendition of Invoices: Payment of fees and reimbursement for such expenses incurred will be made upon the submission by

the Provider to Princeton of invoices in duplicate in the form prescribed by the Princeton not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees or other compensation are claimed, the services performed, and an itemized listing of all expenses incurred for which reimbursement is claimed. The Provider shall give written notice to Princeton when the Provider has billed eighty percent (80%) of the compensation set forth in paragraph 2 of this Agreement.

3. TERMINATION.

This Agreement shall be effective for the period provided above, although it may be sooner terminated, with or without cause, for any reason whatsoever, at any time by Princeton by giving thirty (30) days written notice to the Provider.

4. NON-CONFLICTS OF INTEREST.

The Provider represents that neither it nor its firm is now performing and expressly agrees to refrain during the period of effectiveness of this Agreement from so performing, any professional services for any person, firm or corporation which results or might result in a conflict of interest between the Provider and Princeton, directly or indirectly. The Provider agrees to disclose in writing to Princeton any and all such conflicts of interest that may arise, giving full particulars.

5. TITLE TO DATA AND PROPERTY PRODUCED BY THE PROVIDER.

The Provider agrees that title to and all rights and other legal interest in all correspondence, memoranda, records, data, analysis, graphs, reports, physical property and other subject matter prepared, procured or produced in the rendition of services hereunder shall vest exclusively and remain jointly with Princeton and Provider and the Provider shall not have the right to sell, disclose, or make same available to third parties without the prior written consent of the Princeton.

6. CONFIDENTIALITY.

The Provider agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information or other such document or data obtained, learned or produced as a result of the services rendered hereunder (except to the extent required by law) without the prior written consent of the Princeton, which consent shall not unreasonably be refused, and to both require and furnish copies to the Princeton of an identical covenant executed by all agents, employees, or subcontractors of the Provider participating in the rendering of the services hereunder.

7. COMPLIANCE WITH LAWS.

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, affect ional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affect ional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affect ional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action 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, affect ional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affect ional 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affect ional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

8. COMPLETE AGREEMENT.

This Agreement and any attachments hereto or incorporated by the reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned or transferred except upon the written consent of both parties hereto. All notices by either party to the other required or permitted hereunder may be sent by regular mail to their respective addresses first set forth above unless sooner revised by written notice.

WITNESS:

VAN CLEEF ENGINEERING ASSOCIATES

By: _____

PRINCETON

Linda S. McDermott, Clerk

By: _____

Liz Lempert, Mayor



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Robert B. Heibel, P.E., L.S. & P.P.
Daniel A. Nagy, L.S. & P.P.
Samuel D. Costanzo, P.E. & P.P.

March 4, 2013

Mr. Robert Hough, P.E.
Princeton Sewer Operating Committee
Princeton Borough Hall
PO Box 390
Princeton, New Jersey 08542

Re: Inspection Services for Sanitary Sewer Construction
Year 2013 Municipal Projects
Princeton Borough, Mercer County, New Jersey
VCEA File No. M06-03-PB

Dear Mr. Hough:

Please consider this Van Cleef Engineering Associates' cost proposal to continue providing construction observation services to the Princeton Sewer Operating Committee. The hourly rates to be used for this contract in 2013 shall be as follows:

Hourly Rate	
Construction Observer Level 3	\$70.00/hour
Overtime Rate	
Construction Observer Level 3	\$70.00/hour
Transportation Rate	\$0.55/mile (when inspection between multiple sites is required)

I propose that Mr. Joseph Catana be the primary inspector for the basis of this proposal. Mr. Thomas Ackrivo will serve as the back-up inspector for Mr. Catana as needed. I have attached a copy of our NJ Business Registration and our Certificate of Employee Information. A completed Business Entity Disclosure Certification will follow under separate cover upon receipt of the same. Should you have any questions please feel free to call.

Very truly yours,

A handwritten signature in black ink, appearing to read "H. Seeburger, Jr.", written over a white background.

Herbert J. Seeburger, Jr., PE, CME
For the Firm

Attachments

Please Reply To:

SOUTHCENTRAL NJ OFFICE • 4 AAA Drive • Suite 102 • Hamilton NJ 08691 • 609.689.1100 • Fax: 609.689.1120

With Other Offices In:

Hillsborough NJ • Lebanon NJ • Phillipsburg NJ • Whippany NJ • Doylestown PA • Bethlehem PA • Wyomissing PA • Newark DE