

MASON, GRIFFIN & PIERSON
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Mayor & Council of Princeton

From: Edwin W. Schmierer, Esq.



Date: February 10, 2014

**Re: Transco Pipeline Project: Professional Services Agreement with
Princeton Hydro, LLC**

Princeton Engineer Robert V. Kiser, P.E. has reviewed the wetlands delineation work prepared by Williams Partners, L.P. on behalf of Transco and filed with NJDEP. Following that review, Mr. Kiser is of the opinion that there are significant areas of wetlands and wetland buffer areas within the proposed Transco easement which had not been identified. Mr. Kiser recommends that Princeton Hydro, LLC be retained to independently review and identify all areas of wetlands and wetlands buffer areas within the Princeton Ridge where the new Transco easement is proposed. Princeton Hydro, LLC can prepare such analysis for a sum not to exceed \$3,950.00.

I have prepared and attach hereto a proposed resolution and professional services agreement for this work. We would appreciate your considering this request as a part of your agenda on February 18, 2014.

EWS:kaj

cc: Robert W. Bruschi, Administrator
Kathy Monzo, Assistant Administrator
Linda S. McDermott, Clerk
Robert V. Kiser, Princeton Engineer

COUNTY OF MERCER

PRINCETON

STATE OF NEW JERSEY

RESOLUTION NO. 2014-

WHEREAS, Princeton requires professional engineering services to evaluate wetlands which may be impacted within the Princeton Ridge as a result of construction of the Transco Pipeline proposed by Williams Partners, L.P.; 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 Service” without competitive bidding and the contract itself must be available for public inspection.

NOW THEREFORE, be it resolved by the Mayor and Council of Princeton as follows:

1. The Mayor and Council of Princeton are hereby authorized and directed to enter into a Professional Services Agreement with Princeton Hydro, LLC, 1108 Old York Road, Suite 1, P.O. Box 720, Ringoes, New Jersey 08551 for a sum not to exceed \$3,950.00 in order to prepare a wetlands assessment of the route proposed by the Transco Pipeline through the Princeton Ridge area of Princeton. The agreement authorized by this resolution is on file with the municipal clerk and can be inspected during regular office hours.
2. This contract is being awarded without competitive bidding as a “Professional Service” contract in accordance with the provisions of *N.J.S.A. 40A:11-5(1)(a)* of the New Jersey Local Public Contracts Law, for services to be performed by a person authorized by law to practice a recognized profession that is by law regulated.

3. 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, do hereby certify that the foregoing Resolution was considered and adopted by the Princeton Council at its regular meeting held on the 18th day of February, 2014.

Linda S. McDermott, Clerk
Princeton

THIS AGREEMENT, made this **5th day of February 2014**, by and between **PRINCETON** (hereinafter referred to as the "Client") having a business address care of 400 Witherspoon Street, Princeton, New Jersey 08540 and **PRINCETON HYDRO, LLC**, (hereinafter referred to as "Princeton Hydro"), having a business address of PO Box 720, 1108 Old York Road, Ringoes, New Jersey 08551.

WHEREAS, the Client desires to obtain professional consulting services for a **Regulatory Review of Transco Wetland Delineation – Princeton Ridge Section of Princeton Township, Mercer County, New Jersey**, and,

WHEREAS, Princeton Hydro desires to provide such services for the compensation and on the terms herein provided;

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: Princeton Hydro shall perform those services as described in its proposal of **February 5, 2014**, a copy of which is attached hereto and made a part hereof.

SECOND: For its efforts rendered pursuant to Paragraph "FIRST," Client shall pay Princeton Hydro a not to exceed fee of Three Thousand Nine Hundred Fifty (\$3,950.00) Dollars.

THIRD: All other provisions will be those as described in Princeton Hydro's Standard Terms and Conditions, a copy of which is attached hereto and made a part hereof.

PRINCETON
By:

Liz Lempert, Mayor

PRINCETON HYDRO, LLC
By:



Stephen J. Souza, Ph.D.
President

Date Signed

STANDARD TERMS AND CONDITIONS OF PROFESSIONAL SERVICE AGREEMENTS

1. Definitions. The following terms as used herein shall have the meanings stated:

“Consultant” - **PRINCETON HYDRO, LLC**

“Client” - **PRINCETON**

2. Contract Formation. Approval of the bid or proposal by the Client indicates assent to the terms and conditions hereof. Client’s written notification of agreement to Princeton Hydro’s billing rates, as indicated, and the terms and conditions hereof, shall represent the contractual basis for work to be performed.

3. Firm Price. Unless otherwise specifically provided herein, the prices stated in Princeton Hydro’s Scope of Services or Proposal are firm and are not subject to increase.

4. Payment. Payment shall be made to Princeton Hydro within thirty (30) days after date of invoices. Princeton Hydro shall be entitled, at its sole option, to terminate its obligations under this Agreement if any invoice is not paid within thirty (30) days of its receipt. Interest charges of 2% per month will be added to invoices outstanding after 30 days.

For services provided on a Lump Sum or Fixed Price Basis, the amount of each monthly invoice shall be determined on the “percentage of completion method” whereby Princeton Hydro will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Additionally, if the services provided include the procurement of contractors or subconsultants by Princeton Hydro, a separate invoice may be generated and forwarded to the client upon completion and receipt of an invoice from said contractors or subconsultants within the same period of service of the monthly invoice described above.

5. Termination. In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client’s convenience and without cause upon giving Princeton Hydro not less than seven (7) calendar days’ written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days’ written notice for the following reasons:

- Substantial failure of the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or Princeton Hydro’s services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of Princeton Hydro, the Client shall pay Princeton Hydro, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Princeton Hydro in connection with the orderly termination of this Agreement, including, but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

6. Excusable Delay. Princeton Hydro shall be excused for any delay in performance hereunder arising from a cause beyond its control which it could not through the exercise of due diligence have avoided, including an act of any governmental authority, an act of God, an accident such as a fire or explosion not due to the negligence of Princeton Hydro, a strike, a riot, or a failure of public transportation facilities. Princeton Hydro shall give written notice and full particulars of the cause of delay as soon as possible after its occurrence.

7. Consultants Opinion. In Princeton Hydro's professional opinion, services furnished hereunder shall be rendered competently by qualified personnel and in accordance with the accepted practice. For professional services, Princeton Hydro will exercise reasonable care, skill, competence and judgment consistent with professional standards in performing the services and in meeting any estimate of cost or schedule set forth in the proposal or scope of work.

8. Indemnification. Princeton Hydro agrees, to the fullest extent permitted by law to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Princeton Hydro's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Princeton Hydro is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Princeton Hydro, its officers, directors, employees and subconsultants (Collectively, Princeton Hydro) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

9. Right of Entry. The Client shall provide for Princeton Hydro's right to enter the property owned by the Client and/or others in order for Princeton Hydro to fulfill the Scope of Services or Proposal included hereunder. Although Princeton Hydro will exercise reasonable care in performing its services, the Client understands that the use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Princeton Hydro, its officers, directors, employees and subconsultants (collectively, Princeton Hydro) against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

10. Confidentiality. Princeton Hydro agrees to keep confidential and not to disclose to any person or entity, other than Princeton Hydro's, employees, subconsultants and the general contractor and subcontractors, if appropriate, any data or information not previously known to and generated by Princeton Hydro or furnished to Princeton Hydro and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict Princeton Hydro from giving notices required by law or complying with an order to provide information

or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for Princeton Hydro to defend itself from any legal action or claim.

11. Late Payment. In the event that Client fails to make payment to Princeton Hydro in accordance with Paragraph 4 of this Agreement, Client shall be responsible for all of Princeton Hydro's costs, fees and expenses, including reasonable attorneys' fees, in connection with collection actions instituted to secure payment of outstanding amounts due.

12. Code Compliance. Princeton Hydro shall exercise usual and customary professional care in its efforts to comply with all laws, codes, and regulations in effect as of the date of the enclosed Scope of Services or Proposal. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle Princeton Hydro to a reasonable adjustment in the Project schedule and additional compensation as necessary to complete the tasks outlined in the enclosed Scope of Services or Proposal.

13. Judicial Proceedings. Any action or proceeding arising hereunder shall be brought in the Courts of the State of New Jersey; provided, that if any such action or proceeding arises under the Constitution, the laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties hereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the State of New Jersey or any successor court thereto.

14. Limit of Liability. To the maximum permitted by law, the Client agrees to limit Princeton Hydro's liability for Client damages to the sum of \$100,000.00 or the Consultant's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory asserted.

15. Attorney's Fees. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

16. Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

17. Permitting. Princeton Hydro shall assist the Client in applying for those permits and approvals normally required by law for projects similar to the one for which Princeton Hydro's services are being engaged. The assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by Princeton Hydro and as described in the Scope of Services or Proposal of this Agreement. However, Princeton Hydro does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Compensation for services rendered by Princeton Hydro is not contingent upon the successful acquisition of these permits.

18. Hazardous Wastes, Materials, or Substances. The Client agrees, not withstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless Princeton Hydro, its officers, partners, employees, and consultants (collectively, Princeton Hydro) from and against

any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of Princeton Hydro.

19. Documents. All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from Princeton Hydro's services under this Agreement are and remain the property of Princeton Hydro as instruments of service. Where such documents are required to be filed with governmental agencies, Princeton Hydro will furnish copies to the Client upon request. Reuse or modification by the Client is prohibited. Any unapproved use or modification shall be at the Client's or others' sole risk without liability or legal exposure to Princeton Hydro unless approved in writing by Princeton Hydro prior to such reuse.

20. Construction Services. Neither the professional activities of Princeton Hydro, nor the presence of Princeton Hydro or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Princeton Hydro and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for job site safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, Princeton Hydro and Princeton Hydro's subconsultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

21. Mediation. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Princeton Hydro agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and Princeton Hydro further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

22. See addendum attached.

PRINCETON

By:

Liz Lempert, Mayor

Date Signed

PRINCETON HYDRO, LLC

By:



Stephen J. Souza, Ph.D.

President

**CONTRACT ADDENDUM
BETWEEN
PRINCETON AND PRINCETON HYDRO, LLC:
TRANSCO EASEMENT WETLANDS STUDY**

The following terms and conditions are hereby made a part of the attached contract:

- A. Scope of Services: The scope of services to be provided by Princeton Hydro to Princeton as set forth in the Princeton Hydro proposal dated February 5, 2014 a copy of which is attached hereto as Exhibit "A" and made a part hereof.
- B. Affirmative Action: Princeton Hydro agrees to comply with the Affirmative Action/Equal Employment Goal Compliance Requirements as set forth at *N.J.A.C. 17:27-3.5(a)1* and *4.3(a)1* as set forth on Exhibit "B" attached.
- C. New Jersey Business Registration Compliance: Pursuant to *N.J.S.A. 52:32-44*, upon execution of this agreement, Princeton Hydro, LLC shall file with the Princeton Chief Finance Officer its New Jersey Business Registration Certificate as required by Exhibit "C" attached and made a part hereof.
- D. Political Contributions: Princeton Hydro, LLC agrees to comply with the requirements of the New Jersey "Local Unit Pay-to-Play Law" as set forth on Exhibit "D" attached.

In witness whereof, this _____ day of February, 2014.

ATTEST:

Linda S. McDermott, Clerk

**PRINCETON, a municipal corporation of
the State of New Jersey**

By: _____
Liz Lempert, Mayor

Princeton Hydro, LLC

By: _____
Mark Gallagher, Vice President



*Scientists, Engineers &
Environmental Planners
Designing Innovative
Solutions for Water,
Wetland and Soil
Resource Management*

February 5, 2014

Robert V. Kiser, P.E.
Township Engineer
Princeton Township
400 Witherspoon Street
Princeton, New Jersey 08540

**Re: Proposal for Regulatory Review of Transco Wetland Delineation
Princeton Ridge Section of Princeton Township
Mercer County, New Jersey**

Princeton Hydro, LLC (Princeton Hydro) is pleased to submit this proposal to perform a compliance assessment of the pending Letter of Interpretation submission made by Ecology and Environment for the Transco Pipeline proposed by Williams Partners LP. The assessment will focus on the section of the new pipeline through the Princeton Ridge section of the township.

The assessment will be based on a compliance review of the information submitted to the New Jersey Department of Environmental Protection (NJDEP) as well as a site specific survey of the pipeline project area. The project area to be reviewed will include the land within 150 feet of the proposed pipeline corridor in accordance with N.J.A.C. 7:7A-2.7 *Transition Areas due to Wetlands on Adjacent Properties*. This section of the Freshwater Wetlands Protection Act provides guidance "to determine whether a site has transition areas on it caused by wetlands on another property". In addition the review will cover the requirements needed to fully comply with an application for General Permit 2 (Section 7:7A-5.2 Underground Utility Lines) and Section 7:7A -4.3 Conditions that apply to all General Permit Authorizations. This section describes the need to understand the projects impacts to endangered or threatened species. Lastly, the field investigation will focus on the identification of all areas that would satisfy the definition of regulated waters as defined in the Flood Hazard Area Control Act Rules (N.J.A.C. 7:13). Although this may seem premature it is during the wetland investigation that the NDJEP determines which of the watercourses and ditches in a project area are to be designated as regulated waters and receive a riparian zone.

Princeton Hydro will describe its findings in a written document designed to be conveyed to the NJDEP by either the Township or the Princeton Ridge Homeowners Group. Included in the proposed cost are two meetings to discuss the report and time to conduct a field inspection. The estimated cost would be \$3,950.00. If this proposal is acceptable, please sign both copies of the accompanying contractual agreement. A signed receipt of one copy of the contractual agreement will serve as our authorization to proceed. Princeton Hydro will initiate the permit filing activities upon receipt of a written authorization to proceed.

Princeton Hydro, LLC

- 1108 Old York Road Suite 1, PO Box 720 Ringoes, NJ 08551 t. 908.237.5660 f. 908.237.5666
- 1200 Liberty Place Sicklerville, NJ 08081 t. 856.629.8889
- 120 East Uwchlan Avenue Exton, PA 19341 t. 610.524.4220 f. 610.524.9434
- 20 Bayberry Road Glastonbury, CT 06033 t. 860-652-8911 f. 860-652-8922

Should you require further information on any aspect of this proposal please do not hesitate to contact me at our Ringoes, New Jersey office at 908-237-5660.

Sincerely,



Mark Gallagher
Vice-President

Cc: G. Skupien, Princeton Hydro

P/16/proposal/Princeton Ridge

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 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 the Township, 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 the Township, 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 the Township of any prior violation of this section of the contract.

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

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

- A. At the time of bidding, the bidder must provide a copy of its business registration certificate issued by the Department of the Treasury or such other form or verification that the bidder is registered with the Department of the Treasury, along with copies of the bidder's listed subcontractors' business registration certificates issued by the Department of the Treasury or such other forms or verifications that the listed subcontractors are registered with the Department of the Treasury.
- B. The successful bidder shall not enter into any contract with a subcontractor under this contract unless the subcontractor first provides proof of valid business registration to the successful bidder. Also, if the successful bidder subcontracts any of the work:
 - 1. The successful bidder shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the successful bidder. 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 successful bidder shall forward copies of proof of the subcontractors' business registrations to the contracting agency.
 - 3. The successful bidder 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 successful bidder shall submit to the contracting agency a complete and an accurate list of subcontractors, along with their proof of business registration (if not previously provided), used in the fulfillment of the contract. If no subcontractors were used, the successful bidder shall attest to same prior to final payment.
- C. 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.
- D. For the term of this contract, the successful bidder 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.
- E. In the event the successful bidder subcontracts any of its work, said bidder 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

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 for Princeton when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office for Princeton when the Agreement is awarded.