

**PROFESSIONAL SERVICES AGREEMENT FOR SITE INVESTIGATION AT 27 NORTH
HARRISON STREET**

THIS AGREEMENT (“Agreement” or “agreement”) is by and between THE MUNICIPALITY OF PRINCETON (“PRINCETON”), a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and ENVIRONMENTAL MANAGEMENT ASSOCIATES, INC. 5303 Route 33/34, Farmingdale, New Jersey 07727 (hereinafter referred to as "CONSULTANT").

WITNESS

WHEREAS, PRINCETON desires to obtain a site investigation at 27 North Harrison Street; and

WHEREAS, on April 17, 2026, CONSULTANT provided a written proposal to PRINCETON for purposes of performing the sought-after professional services to PRINCETON, a copy of which is attached as Exhibit B hereto; and

WHEREAS, by resolution, the Council awarded an agreement for professional services to CONSULTANT without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

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

1. **Scope of Services.**

- a. In consideration for payment of the cost set forth in Section 3 below, CONSULTANT shall use its best efforts to perform professional services and other related duties as set forth in the CONSULTANT’S proposal, a copy of which is attached hereto as Exhibit B and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT’S proposal and this Agreement, the terms of this Agreement shall control.

2. **Contract Term.**

- a. This Agreement shall become effective upon the date of the final signature below.
- b. This Agreement shall expire twelve months from the effective date, unless terminated sooner pursuant to the termination provisions set forth in subsection 2c. below.
- c. The Agreement may be terminated by either party, by giving thirty (30) days advanced written notice to the other, to the address as set forth on page 1 above.

3. **Compensation; Manner of Payment.**

- a. The anticipated cost of CONSULTANT’S services as described herein shall not exceed thirty-eight thousand, eighty-five dollars and zero cents (\$38,085.00), subject to annual budgetary appropriations.

- b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit B. CONSULTANT shall give written notice to PRINCETON when the CONSULTANT has billed eighty percent (80%) of the compensation set forth in paragraph 3a.
- c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of invoice and an audited and approved signed voucher.

4. Terms and Conditions.

- a. CONSULTANT shall take note of and comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 regarding Affirmative Action/ Equal Employment Opportunity and the Americans with Disabilities Act. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit A.
- b. CONSULTANT shall take note of and comply with the requirements of P.L. 2004, c.57 (N.J.S.A. 52:32-44 et seq.) regarding Business Registration and Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
- c. The Terms and Conditions printed on the purchase order issued by PRINCETON to CONSULTANT shall be incorporated into this agreement per the attached Exhibit D.

5. Political Contributions.

- a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the 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, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution that is reportable by the recipient under P.L. 1973, c.83, N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$200.00), in the one (1) year period preceding the award of 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 municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.
- b. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if CONSULTANT receives in a calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity. It is CONSULTANT’S responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

6. Insurance; Hold Harmless.

- a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured and as the certificate holder on such policies.
- b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the CONSULTANT'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.
- c. It is also agreed that the acceptance of the final payment by the CONSULTANT shall be considered as a release in full of all claims against PRINCETON arising out of or by reason of performance or non-performance of the CONSULTANT'S obligations under this contract.

7. Complete Agreement.

- a. This Agreement and any attachments hereto or incorporated by 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.

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first written above.

ATTEST:

THE MUNICIPALITY OF PRINCETON

By: _____
Dawn M. Mount, Municipal Clerk

By: _____
Mark Freda, Mayor

Date: _____

Date: _____

WITNESS:

**ENVIRONMENTAL MANAGEMENT
ASSOCIATES, INC.**

By: _____

By: _____
Authorized Representative

Date: _____

Date: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**



EXHIBIT B

ENVIRONMENTAL MANAGEMENT ASSOCIATES, INC.
5303 Route 33/34, Farmingdale, NJ 07727 · Ph: (732) 919-0595 · Fx: (732) 919-0758
www.emaenv.com
"Navigating the Environment" SM

April 17, 2026

Princeton Engineering
400 Witherspoon Street
Princeton, NJ 08540
Attention: Deanna Stockton, PE
Via Email: dstockton@princetonnj.gov

RE: Princeton DPW Property: Site Investigation
27 North Harrison Street
Princeton, NJ
Block: 32.01; Lot: 167

Dear Ms. Stockton:

Environmental Management Associates, Inc. (EMA) has prepared the following proposal for Site Investigation of the referenced property. The intent of the investigation is to identify areas of potential environmental concern on this property prior to the planned residential redevelopment of the property.

Work Scope

- EMA's Phase I Environmental Assessment Report dated April 13, 2026 for the referenced property identified the following Recognized Environmental Conditions (RECs) at the property: 1) former leaded gasoline (UST) that had documented releases and subsequent remediation efforts; 2) potential past agricultural usage of pesticides at the property from 1931 to 1947; 3) potential PCB contamination from a pole mounted transformer; 4) current ASTs and fueling area; 5) storm drains in parking lot receiving surface runoff from fueling area; 6) floor drains within the Princeton DPW Garage Building; 7) former sanitary and floor drain disposal cesspool north of the Princeton Hook and Ladder Fire Department Building. In general, for soil borings other than surface samples, at least one boring in each REC will be installed north of the REC surface features to follow grade and groundwater flow.
- Prior to proceeding with additional property investigation, EMA recommends a ground penetrating radar (GPR) survey of the property to identify any remaining USTs, voids, potential septic systems, former excavation areas, utilities, or other subsurface anomalies at the site.
- Assuming no additional RECs are identified by the GPR survey that may alter the Site Investigation scope, EMA would recommend additional investigation of each REC identified in the Phase I to determine if there are current exceedances of NJDEP Remediation Standards. The past soil investigation documented in the NJDEP case file is from the 1990s with substantial changes in testing requirements and standards as compared to current requirements. Recommended investigation is presented below for each REC with proposed soil borings and temporary groundwater sampling points shown on the attached Site Investigation Figure 4A Site Plan.
- REC-1: Former Leaded Gasoline UST A-1 and 1993 NJDEP Case: EMA recommends advancing three soil borings shown as B-1, B-2, and B-3 on the attached plan. Borings would be advanced to direct push refusal, which has been reported at the site as weathered bedrock between 3 and 10 feet. Borings are located to investigate past UST A-1. Soils would be screened with a photoionization detector (PID), and one sample would be collected from each boring at the depth of highest PID response or at groundwater depth if no obvious petroleum soil contamination is identified. Soil samples will be analyzed for Volatile Organic (VO+ 15), 1,2-Dibromomethane, 1,2-Dichloroethane, and Lead. One temporary groundwater sampling point T-1 will be installed (B-2 shown or boring with greatest contamination) with sample analysis for Volatile Organic (VO+ 15), 1,2-Dibromomethane, 1,2-Dichloroethane, and Lead.

Deanna Stockton, Princeton

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- REC-2: Potential Agricultural Application of Pesticides: collect two surface soil samples at locations P-1 and P-2 for Arsenic, Lead, and Target Compound List (TCL) Pesticide analysis.
- REC-3: PCB Release from Transformer: collect surface soil sample at location TR-1 at the base of the transformer pole for TCL PCBs analysis.
- REC-4: Current ASTs and Fueling Area (also former UST E-1 location): advance two soil borings at locations B-4 and B-5 in proximity to the ASTs at locations shown. One soil sample to be collected from each boring following the sample protocol for REC-1 to be analyzed for EPH Category 2 with contingency for PCB, TCL Metals, TCL VO + TICs, TCL BN + TICs analysis.
- REC-5: Storm Drains in Parking Lot: advance two soil borings at locations B-6 and B-7 in proximity to the storm sewer inlets at locations shown. One soil sample to be collected from each boring following the sample protocol for REC-1 to be analyzed for EPH Category 2 with contingency for PCB, TAL Metals, TCL VO + TICs, TCL BN + TICs analysis.
- REC-6: Floor Drains in DPW Garage Building: advance two soil borings at locations B-8 and B-9 in proximity to the floor drains at locations shown. One soil sample to be collected from each boring following the sample protocol for REC-1 to be analyzed for EPH Category 2 with contingency for PCB, TAL Metals, TCL VO + TICs, TCL BN + TICs analysis. Contingency soil analysis to also include 1,2-Dibromomethane and 1,2-Dichloroethane.
- REC-7: Former sanitary and floor drain disposal cesspool: advance three soil borings at locations B-10, B-11, and B-12 to north, east, and west of the former cesspool. One soil sample to be collected from each boring following the sample protocol for REC-1 to be analyzed for EPH Category 2 with contingency for PCB, TAL Metals, TCL VO + TICs, TCL BN + TICs analysis. Contingency soil analysis to also include 1,2-Dibromomethane and 1,2-Dichloroethane. One temporary groundwater sampling point T-2 will be installed (B-11 shown or boring with greatest contamination) with sample analysis for Volatile Organic (VO+ 15), BN + 15, 1,2-Dibromomethane, 1,2-Dichloroethane, and TAL Metals.
- EMA will provide a Phase II assessment report outlining potential reporting requirements to NJDEP as well as any further investigation or remediation that may be necessary for the property based on comparison of soil and groundwater results to current NJDEP remediation standards.

Costing

LSRP: general coordination, meetings, email, review, scheduling: 8 hours @ \$ 200/hr.:	\$ 1,600.00
LSRP: field oversight: two days: 16 hours @ \$ 200/hour:	\$ 3,200.00
LSE: field oversight, documentation, soil sampling: 36 hours @ \$ 125/hour:	\$ 4,500.00
Preparation of Phase II Assessment Report:	\$ 6,200.00
GPR survey of the property:	\$ 2,500.00
Drill rig: mobilization and crew: 4 days @ \$ 2,500/day:	\$ 10,000.00
Additional Driller's Helper: 4 days @ \$ 850/day:	\$ 3,400.00
Temporary Point Materials: 2 temporary points to 15 feet: 30 feet @ \$ 35/foot:	\$ 1,050.00
Soil: analysis of 3 samples for VO+ 15, 1,2-Dibro., 1,2-Dichloroe. and Lead:	\$ 720.00
Soil: analysis of 2 samples for Arsenic, Lead, and Target Compound List (TCL) Pest.:	\$ 540.00
Soil: one sample for TAL PCBs:	\$ 125.00
Soil analysis: 9 samples for Category 2 EPH:	\$ 1,125.00
Soil: assume analysis 5 contingency VO +15, BN + 15, TAL Metals, PCBs:	\$ 2,250.00
Groundwater: 1 sample VO+ 15, 1,2-Dibromomethane, 1,2-Dichloroethane, and Lead:	\$ 225.00
Groundwater: 1 for VO+ 15, BN + 15, 1,2-Dibrometh., 1,2-Dichleth, and TAL Metals:	\$ 650.00

Estimated Phase II: \$ 38,085.00

Deanna Stockton, Princeton

Assumptions

- Access to all areas of the property will be provided to EMA during the Site Investigation site work.
- Services will be governed by Purchase Order issued by Princeton.
- Well and boring locations will be accessible to a track mounted drill rig.
- EMA will call in utility mark-out for the property. EMA shall not be responsible for any damage to unmarked or mismarked utilities or subsurface features not brought to our attention.
- Subsurface materials will allow borehole to penetrate to the desired depth. EMA shall not be responsible for subsurface conditions such as shallow refusal that may alter or prolong the work scope. Quoted costs assume four days of field work. If additional days of site work become necessary due to conditions beyond EMA's control, day rate for Drill Rig and crew is as quoted. Overtime rate for Drill Rig and crew past 8 hours on site on any given day is \$ 450/hour.
- EMA is not responsible for incidental damage to pavement and landscaping that may be caused using heavy equipment.
- EMA is not responsible for dust, pavement cracking, or shifting of any site feature that may be caused by the use of compressed air for air rotary drilling to install the on-site monitoring wells.

Please contact me at (732) 919-0595 with any questions regarding this proposal.

Sincerely,
Environmental Management Associates, Inc.

Nathan Thompson, C.P.G.
Project Manager

Deanna Stockton, Princeton
April 17, 2026
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Authorization to Proceed

I authorize EMA to proceed with the stated work under the pricing and assumptions listed in their proposal of April 17, 2026 regarding the Princeton DPW site at 27 North Harrison Street in Princeton, NJ. EMA will be paid within 30 days of approved invoice receipt. If EMA must retain an attorney to obtain payment of open invoices, I/we agree to pay all attorney fees and court costs in addition to the invoice balance. I am authorized by Princeton to agree to these terms. Services also subject to Professional Services Agreement issued by Princeton.

By agreeing to this proposal, the client agrees to attempt to resolve any dispute without resorting to litigation. However, in the event that a claim is made by either party that results in litigation, and the claimant fails to prevail, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. Any cause of action must be instituted within two (2) years from the date the service is performed; regardless of whether the facts giving rise to the claim are not discoverable during that time period.

Signed: _____

Name: _____

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, C.315 (N.J.S.A. 52:32-44) requires VENDOR (also "CONTRACTOR") to provide PRINCETON with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A Subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to PRINCETON as provided above. No Contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with PRINCETON unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. PRINCETON will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to PRINCETON a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, 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.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, 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.

TERMS & CONDITIONS**EXEMPTION**

Princeton is exempted by statute from payment of all Federal, State, and Municipal excise, sales and other taxes.
FEDERAL I.D. 30-0746654

LEGAL REQUIREMENTS

The vendor agrees to comply with all statutes, rules and regulations and orders set forth by the State of New Jersey, Federal Government, and ordinances of Princeton.

STATE REQUIREMENT (BUSINESS REGISTRATION REQUIREMENT)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609)292-9292

AUTHORIZATION TO PROCEED

Princeton shall not be responsible for materials delivered or services performed delivered without authority of its written order and properly signed and executed by authorized Princeton official (s).

QUALITY & QUANTITY

All materials or services furnished on this order must be as specified, and subject to Princeton officials' inspection and approval within a reasonable time after delivery at destination. Materials other than specified will be returned at the order must not be substituted without the review and approval of authorized Princeton official(s). Materials rejected will be returned at the vendor's risk and expense. Quantities and unit prices specified must be adhered to. In case of a change, it first requires Princeton approval or it will be paid at the quoted price and quantity.

ASSIGNMENT

Neither party shall assign or transfer this order or any interest therein or monies payable thereunder without the written consent of the other party and any assignment made without such consent shall be null and void, except that Princeton may assign this order and its interest therein to any affiliated corporation or to any corporation succeeding to Princeton's business without consent of vendor.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

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