

**PROFESSIONAL SERVICES AGREEMENT FOR SANITARY SEWER TRUNK LINE
FLOW METERING**

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 COLLIERS ENGINEERING & DESIGN, INC., 101 Crawfords Corner Road, Suite 3400, Holmdel, New Jersey 07733 (hereinafter referred to as "CONSULTANT").

WITNESS

WHEREAS, PRINCETON desires to obtain sanitary sewer trunk line flow metering; and

WHEREAS, on December 24, 2025, 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 one hundred sixty-eight thousand, two hundred fifty dollars and zero cents (\$168,250.00), 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:

COLLIERS ENGINEERING & DESIGN, 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

101 Crawfords Corner Road
Suite 3400
Holmdel New Jersey 07733
Main: 877 627 3772
colliersengineering.com



December 17, 2025
Revised: December 24, 2025

VIA EMAIL

Dominick Itzi
Sewer Operations Manager
Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540

Proposal for Professional Services
Municipality of Princeton – Sanitary Sewer Flow Metering – Trunks B and C
Princeton, Mercer County, New Jersey
Colliers Engineering & Design Proposal No.: 25016188P

Dear Mr. Itzi

Colliers Engineering & Design, Inc. (CED) is pleased to submit this proposal to provide professional services for a proposed Sanitary Sewer Metering Program in the Municipality of Princeton, Mercer County, New Jersey. We believe that our responsive service combined with our familiarity with your sewer system and our extensive experience in sewer flow monitoring will serve the Municipality well in this endeavor.

As we discussed during our meeting on December 4th, this initial proposal is for the sanitary sewer metering for the lining of Trunks B and C along Lake Carnegie. The meter data is being collected to document current flows and potential impacts from Infiltration and Inflow on the trunklines identified for repair. The metering period will start in February or March and will continue through September (approximately 6 months) to provide data on current flows prior to the installation of the liner. This proposal is being provided in advance of the proposals for the development of bid documents for the lining of the trunklines to enable meters to be reserved for placement in the spring.

The overall approach for development of bid documents for the lining project is:

- Proposal 1 – Sanitary Sewer Metering (this proposal)
- Proposal 2 – Development of bid documents for Sewer Lining for the initial portion of the project to be funded by the Municipality.
- Proposal 3 – NJ Infrastructure Bank funding process and development of bid documents for the remaining portion of the lining project.
- The work associated with proposals 2 and 3 will commence simultaneously.
- For the scope of work associated with Proposal 2, construction is desired to start in the Fall of 2026, the bid documents will be completed by Mid-July for bidding in August with award as early as September.

- The scope of work covered by Proposal 3 will start with standard I-Bank application processes such as Letter of Intent and initial application forms while the design continues on the portion covered by Proposal 2. Due to the review and approval times needed for the I-Bank and the portions of the project to be funded by the I-Bank, construction for the portion of work covered by Proposal 3 will start upon approval from the I-Bank.
- The limits of work for Proposal 2 will be confirmed with the Municipality to maximize initial work in critical areas for the available capital funding.

This proposal is divided into four sections as follows:

Section I – Scope of Services

Section II – Business Terms and Conditions

Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses

Section IV – Client Contract Authorization

The order in which the following scope of services are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design to meet project schedules.

Section I – Scope of Services

Based on our conversations and information noted above, we propose to complete the following:

PHASE 1.0 Identification of Meter Locations

Meter locations will be identified within the Princeton sewer system to isolate the flows within the B and C trunk lines. For purposes of this proposal, we anticipate that up to 6 meters will be installed. Meter locations will be identified on a system map and circulated to the Princeton team for confirmation. If necessary, a reconnaissance visit with the metering consultant, Flow Assessment, will be completed to ensure appropriate locations are selected for accurate meter results.

Phase 1.0 Estimated Fee

\$6,500.00

PHASE 2.0 Sewer Flow Metering

We propose to complete sanitary sewer metering for a period of six (6) months. During this study period, monthly service visits will be conducted. The metering period can be extended if required to obtain additional data. A rain gauge will also be included for localized rain measurements within the study area. We intend to use Flow Assessment to complete the sewer metering study for this project. Flow Assessment has been used for several other studies completed on the system in the past and has familiarity with the Municipality and the system.

During Phase 1.0 the proposed locations of the meters will be selected and confirmed prior to meter placement. Our subconsultant's costs for metering are based on the number of meters and duration of the study.

We anticipate that additional study time may be required to ensure collection of results after the initial repairs are made in the areas requiring immediate attention. In an effort not to overstate the duration, the monthly cost to continue the metering (after the initial six months) is \$11,000 / month.

Phase 2.0 Estimated Fee

\$68,500.00

PHASE 3.0 Metering Data Review

During our meeting on December 4th, we discussed that the governing body wants to review the cost benefits of the lining project. Meter data collected before lining will document the current flows within the trunklines. The data can be compared to flows recorded after the lining project (both Municipally funded and I-Bank funded) to document extraneous flows removed from the system. Using the extraneous flows removed from the system a financial analysis can be completed to evaluate reduced treatment and capital costs payable to Stony Brook Regional Sewerage Authority.

While the trunkline sections were already identified for lining due to defects observed during the video inspection, metering of existing flows is proposed to document current flows and impacts of Infiltration and Inflow on the trunklines. The metering study will also provide the following information to be used during development of the design and bid documents.

- Sections with excessive Infiltration and Inflow will be prioritized for including in the initial lining portion. Note: sections already identified with defects noted as class 4 and above will be the first priority.
- Due to seasonal fluctuations of the groundwater table, metering can provide information for future projects. In the spring, the water table is at a higher level, this monitoring period provides data for potential infiltration. During storms as flows increase, this data is indicative of inflow either from sump pumps or other entry points into the system. During the summer months, dry weather, base line flows are found. Our metering period is proposed to collect all of the above-described data points.
- Flows in the trunklines are required for the design of the by-pass pumping required for lining installation.
- Flows and potential I/I will be used to confirm liner material and method of installation for the lining project to minimize impacts to residents, where possible.

Upon completion of the flow metering study a report will be prepared by our Subconsultant, Flow Assessment. Data will be provided from the metering in 15-minute increments. CED will review and analyze the data to quantify the impacts on sewer flows resulting from the forthcoming pipelining project. A summary report and associated charts will be provided to supplement Flow Assessment's Metering Report.

Interim analysis of the data during the metering study and prior to issuance of Flow Assessment’s final report will use initial data provided by Flow Assessment to conduct this analysis.

Additional extensions of the study period may require additional data review. Data review for each additional month of the flow metering study is \$1,500 / month.

Phase 3.0 Estimated Fee **\$10,000.00**

PHASE 4.0 Meetings

Periodically throughout the flow metering study, meetings may be required to review status and findings to date. We anticipate that meetings will occur at key milestones during the metering study such as in the summer when the spring meter data is available, or as we approach the fall metering to determine the extent of the metering study. To account for this potential meeting time, we have included 12 hours of meeting time for two (2) team members (24 hours total), including the associated time to prepare documents for the meeting. We anticipate that limited prep time will be required to prepare maps and tables to be presented at the above mentioned meetings, approximately 4 hours of prep time is included.

Phase 4.0 Estimated Fee **\$7,500.00**

PHASE 5.0 Reimbursables

As required during the project, reimbursable expenses such as mileage and delivery costs may be encountered. Such reimbursable costs will be charged in accordance with the rate table included with this proposal.

Phase 5.0 Estimated Fee **\$750.00**

Schedule of Fees

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

Initial Sanitary Sewer Flow Metering Study	Fee
PHASE 1.0 IDENTIFICATION OF METER LOCATIONS	\$6,500.00
PHASE 2.0 SEWER FLOW METERING (Including sub cost for Flow Assessment)	\$68,500.00
PHASE 3.0 METERING DATA REVIEW	\$10,000.00
PHASE 4.0 MEETINGS	\$7,500.00
PHASE 5.0 REIMBURSABLES	\$750.00
TOTAL ESTIMATED FEE	\$93,250.00

Extension of Flow Metering Study	Fee
PHASE 2.0 SEWER FLOW METERING - ADDITIONAL MONTH (including sub cost)	\$11,000.00
PHASE 3.0 METERING DATA REVIEW – ADDITIONAL MONTH	\$1,500.00
TOTAL ESTIMATED FEE (per additional month)	\$12,500.00

This Contract and Fee Schedule are based upon the acceptance of Colliers Engineering & Design’s Business Terms and Conditions contained in Section II of this Contract. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the estimated fees and will be added to each monthly invoice under phase 5. We anticipate that interim meetings can be conducted through a video conference such as Zoom or Teams. Final deliverables will be submitted to the Municipality in electronic format. Should physical copies of the final deliverables be required reproduction costs will be invoiced under the reimbursable phase in accordance with the rate table included with this proposal. **Payment terms are NET30 of receipt of invoice.**

Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined in Section I;

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design, Inc. may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.

Section II – Business Terms and Conditions

THIS PROPOSAL IS ADDITIONALLY GOVERNED BY AND SUBJECT TO CED’S BUSINESS STANDARD TERMS AND CONDITIONS, WHICH ARE ACCESSIBLE AT CED’S WEBSITE. **By signing this Proposal, Client acknowledges receipt and acceptance of the terms of this Proposal, including all Business Terms and Conditions located here and on CED’s website.** By the act of executing this Proposal, the Client specifically acknowledges receipt of, agrees to, and intends to be fully bound by, the version of CED’s Business Terms and Conditions located on CED’s website at <https://colliersengineering.com/business-terms-conditions/> effective as of the date at the top of this Proposal. These additional terms are incorporated by reference into this Proposal. This web address includes any successor CED website. Hard copies of these additional terms and conditions can be made available to Client upon written request. Sections I-IV of this Proposal, including these terms and the Business Terms and Conditions located on CED’s website, constitute the entire Agreement and supersede any previous agreement or understanding. This Agreement shall be governed by the laws in the State the project is located. The Client shall not assign this Agreement without the written consent of CED. This Proposal and the Business Terms and Conditions will be considered integrated into any subsequent contract/agreement entered by CED and Client.

Section III – Rate Schedule

Technical Staff Rates 2026	
Billing Titles	Hourly Rates
Executive Principal / Senior Principal	290.00
Principal	260.00
Senior Technical Director	250.00
Senior Project Manager	235.00
Technical Director	220.00
Project Manager	210.00
Senior Project Specialist	195.00
Project Specialist	180.00
Technical Professional	170.00
Technical Specialist	160.00
Specialist	150.00
Senior Data Technician	140.00
Senior Technical Assistant	130.00
Technical Assistant	120.00
Field Technician	110.00
Data Technician	110.00
Survey Crew – 1 Person w/Robotic Equipment	160.00
Additional Survey Crew Member	70.00
SUE Crew (designating) – 1 Person	160.00
Additional (designating) Member	90.00
SUE Crew (locating) – 2 Person	220.00
Additional (locating) Member	90.00

Reimbursable Expenses	
General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost + 20%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.70 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.20 / Each
Color Photocopies	2.20 / Each
Document Binding	4.50 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	95.00 / Each
Primary Plan Set Submission Digital Signature	325.00 / Set
Additional Plan Set Submission Digital Signature	100.00 / Set
Mileage Reimbursement*	0.70 / Mile
Field Vehicle	0.70 / Mile

*Mileage reimbursement subject to change based upon IRS standard mileage rate.

Section IV – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. **Payment terms are NET30 of receipt of invoice.** This proposal is valid until February 16, 2026.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

Colliers Engineering & Design, Inc.

Anthony LaRosa, Principal, CME, PE
Regional Discipline Leader | Water / Wastewater

Brandon M. Fetzer, P.E.
Senior Project Manager

BMF/aw

cc: Deanna Stockton, Municipality of Princeton (via email)
Jordan R. Volk, P.E., PMP, Colliers Engineering & Design, Inc. (via email)
Anthony LaRosa, P.E., Colliers Engineering & Design, Inc. (via email)

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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 & CONDITIONSEXEMPTION

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, 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 with out regard to age, creed, color, national origin, ancestry marital status, affectional or sexualorientation, gender identity or expression, disability, national 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.