

**PROFESSIONAL SERVICES AGREEMENT FOR A WATERSHED ASSESSMENT
REPORT**

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 ONE WATER CONSULTING LLC, 100 Poor Farm Rd, 2nd Floor, Princeton, New Jersey 08540 (hereinafter referred to as "CONSULTANT".)

WITNESS

WHEREAS, PRINCETON desires to obtain a Watershed Assessment Report; and

WHEREAS, on February 16, 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 twenty-nine thousand, seven hundred dollars and zero cents (\$29,700.00), 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:

ONE WATER CONSULTING LLC

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



February 16, 2026

VIA EMAIL

Deanna Stockton
Municipal Engineer / Deputy Administrator
Department of Infrastructure & Operations
Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540

**RE: WATERSHED ASSESSMENT REPORT
MUNICIPALITY OF PRINCETON MS4 PERMIT**

Dear Deanna:

As requested, we have prepared this proposal to assist the Municipality of Princeton with preparation of the Watershed Assessment Report (WAR) as required by its Municipal Separate Storm Sewer System (MS4) Permit and associated Watershed Improvement Plan. Background information is presented below followed by our proposed Scope of Work and Cost Proposal.

BACKGROUND INFORMATION

The new MS4 permit became effective on January 1, 2023 with a new requirement for the development of a Watershed Improvement Plan, which encourages municipalities to shift towards watershed level planning for stormwater management.

The requirements of the Watershed Improvement Plan are spread over five years with three deliverables. The first deliverable, the Watershed Inventory Report (WIR), was prepared for the Municipality of Princeton on December 31, 2025. The WIR summarizes and presents the various data collection and mapping requirements related to the various stormwater outfalls and subwatersheds in the municipality.

The WAR is the second deliverable, due by the end of 2026, and includes a subwatershed specific assessment, a summary of potential improvement projects, identification of funding needs and potential sources, and an estimated implementation schedule.

One Water is currently working on the Stony Brook Watershed Management Plan and the Lower Millstone Watershed Management Plan. The work on these Plans will provide the majority of technical information needed to complete the WAR for Princeton.

The Scope of Services for preparation of the WAR is presented below.

SCOPE OF SERVICES

One Water will prepare the MS4 Permit WAR. As noted above, this is the second deliverable in the Watershed Improvement Plan which is due by the end of 2026. The WAR will rely on data and mapping collected as part of the WIR as well as the regional Watershed Management Plans being developed by One Water for the Stony Brook and Lower Millstone Watersheds. The following tasks will be completed as part of the preparation of the WAR.

Task 1 – Summary of Subwatershed Assessments

One Water will develop a summary of the Princeton subwatershed assessments prepared as part of the Stony Brook and Lower Millstone Watershed Management Plans for inclusion in the WAR. The summary will include the general characteristics of the watershed including geology and geomorphology, climate, hydrologic conditions, existing stormwater improvement projects, and a summary of existing watershed-based plans and TMDLs. The summary will also include a list of impaired waterbodies, impairment/TMDL parameters and goals, areas prone to flooding, land cover/land use patterns, soil characteristics, and potential sources of pollution. In addition, One Water will prepare subwatershed assessments for the direct Carnegie Lake subwatersheds that are not included within the Stony Brook or Lower Millstone watersheds.

Task 2 – Mapping Support

GIS mapping is an important component of the subwatershed specific assessments. The majority of the required GIS has already been conducted as part of the Watershed Inventory Report or will be conducted as part of the Stony Brook and Lower Millstone Watershed Management Plans. One Water will work with Princeton's GIS professionals and provide additional support as necessary to prepare mapping for the Watershed Assessment Report deliverable. Note that based on draft guidance, it is expected that NJDEP will accept the GIS data as part of the interactive GIS map hosted on Princeton's dedicated stormwater webpage.

Task 3 – Identification of Potential Improvement Projects

One Water will develop a roster of potential improvement projects within the Municipality. The potential projects will be developed from previous plans (i.e. The Watershed Institute Impervious Cover Assessment and Reduction Action Plan) as well as the Stony Brook and Lower Millstone Watershed Management Plans. Projects will also be identified within the direct Carnegie Lake watershed. The project types are anticipated to include both structural BMPs and non-structural/source control elements. In addition, retrofits to existing stormwater infrastructure will be recommended.

Task 4 – Implementation Schedule and Funding Needs

An implementation framework will be developed for the potential improvement projects with an associated schedule and approximate funding needs. While NJDEP does not specify an overall timeframe, we expect that the plan will be divided into near term (0-5 years), mid term (5-10 years) and long term (10-20 years) phases. In addition, the implementation schedule will incorporate periodic monitoring and reevaluation to determine success and to identify additional projects and action items.

Task 5 – Public Involvement and Feedback Support

The WAR requires public involvement and feedback regarding the development of the overall Watershed Improvement Plan. One Water will support Princeton in developing an overall outreach plan for the project. Public engagement sessions from the Stony Brook and Lower Millstone Watershed Management Plans will be documented. We have also assumed that One Water staff will attend one public meeting for Princeton to discuss the development of the WAR.

Task 6 –Watershed Assessment Report Deliverable

One Water will summarize the work performed in Tasks 1 through 5 in a draft WAR deliverable to NJDEP. The document will be prepared in accordance with NJDEP guidelines and first submitted to Princeton for review. We will revise the document based on Princeton’s review and then submit to NJDEP for review and approval. The WAR will serve as the basis for the final Watershed Improvement Plan to be developed and submitted to NJDEP in 2027.

COST PROPOSAL

We will perform all work on a time plus expenses basis in accordance with the enclosed Hourly Billing Rate Schedule and Professional Services Agreement. We recommend establishing a \$29,700 budget for this work. A cost breakdown by task is presented below.

Task 1 – Summary of Subwatershed Assessments:	\$3,400
Task 2 – Mapping Support:	\$2,000
Task 3 – Identification of Potential Improvement Projects:	\$4,200
Task 4 – Implementation Schedule and Funding Needs:	\$4,500
Task 5 – Public Involvement and Feedback Support:	\$6,000
<u>Task 6 – Watershed Assessment Report Deliverable:</u>	<u>\$9,600</u>
Total	\$29,700

If you would like to retain us for these services, please have an authorized representative indicate acceptance of this proposal by signing the agreement and returning a copy to me.

We look forward to assisting you with this project. If you have any questions, you can me via telephone at 609-808-2022 or via e-mail at JCosgrove@OneWaterNJ.com.

Sincerely,



James F. Cosgrove, Jr., P.E.
President



HOURLY BILLING RATES

<u>Category</u>	<u>Rate</u>
James F. Cosgrove, Jr., P.E., President	\$325
Brian J. Friedlich, P.E., Managing Engineer	\$275
Joseph W. Schwarz, P.E., Senior Project Engineer	\$175
Caitlin M. Gilvey, EIT, Staff Engineer	\$155
Erin R. Caputo, EIT, Staff Engineer	\$135
Megan M. Ulozas, Assistant Engineer	\$115
Technical / Project Assistant	\$105

Billing rates are subject to increase during each year. Project related expenses including travel, rental vehicles and equipment, computer charges, safety equipment, disposal of waste materials, telephone charges, messenger and delivery charges, printing, and expendable supplies acquired specifically for the project will be billed at cost. Use of One Water owned vehicles or personal vehicles will be billed at the current IRS Standard Mileage Rate. Fees for subcontractors retained by One Water specifically for the project and on behalf of the client will be billed at cost plus ten percent.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made on: _____ between the Municipality of Princeton (Client) and One Water Consulting LLC (“One Water” or “OWC”). Client hereby appoints One Water to provide certain Services (as defined below), and One Water hereby agrees to perform the Services, on the following terms and conditions:

1. SCOPE OF SERVICES

Client engages One Water to provide, and One Water agrees to provide, the professional services as set forth in One Water’s Proposal dated February 16, 2026 (Proposal), and as follows (collectively the Services):

One Water will complete a Watershed Assessment Report for the Municipality of Princeton.

SCHEDULE AND PAYMENT

One Water shall perform the Services, and Client shall pay One Water, in accordance with the schedule and payment basis set forth in the Proposal, and as follows:

Work to be invoiced on a time-plus-expenses basis with monthly statements provided to client.

2. GENERAL CONDITIONS AND ADDENDA

Client and One Water have read, understand and agree to this Agreement, the General Conditions, the Indemnity and Limitation of Liability provisions located on Page 2, and all Proposal, Fee Schedule and addenda identified herein.

This Agreement includes the terms herein, General Conditions and any Proposal, Fee Schedule and addenda identified herein, which taken together apply to all services undertaken pursuant to this Agreement, represent the parties’ entire agreement of and supersedes all agreements on the same subjects between the parties, either oral or in writing, including any Client work or purchase order.

This Agreement is governed and construed in accordance with the laws of the state where the Services are performed. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of such state and waive any right to object to any proceedings being brought in those courts. The parties hereby expressly waive any and all rights to trial by jury.

EXECUTED by the parties as of the date first written above:

CLIENT:

ONE WATER CONSULTING LLC:

By: _____

By:  _____

Printed Name: _____

Printed Name: James F. Cosgrove, Jr., P.E.

Title: _____

Title: President

PROFESSIONAL SERVICES AGREEMENT – GENERAL CONDITIONS

1. Standard of Care. OWC will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of OWC's profession practicing in the same locality, under similar conditions and at the date the Services are provided. OWC makes no representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided under or pursuant to this Agreement.
2. Insurance. OWC will maintain worker's compensation, commercial general liability, automobile liability and professional indemnity insurance coverage. Client will maintain adequate insurance coverage and will require and verify any contractors or parties it hires to have adequate insurance coverage. Client agrees that its failure to comply with this clause invalidates any indemnity by OWC hereunder.
3. Pricing and Payment. The hourly rates charged for OWC's Services are adjusted annually in January of each year to reflect changes in the various elements that comprise such hourly rates. OWC reserves the right to periodically adjust its fee schedule. Except as otherwise provided in the first page of this agreement or Proposal, Client shall pay invoices upon receipt. Invoices not paid within thirty (30) days of invoice date incur a fee of 1½ % per month from the date of invoice and suspension by OWC of all Services.
4. Prevailing Wages. It is Client's legal responsibility to determine whether the Project is covered under prevailing wage regulations. Unless Client specifically informs Consultant in writing that the Project is a prevailing wage project and is identified as such in Consultant's Scope of Services, Client agrees to defend, indemnify and hold harmless Consultant from and against all liabilities, losses, claims, costs and damages (including reasonable costs and attorneys fees), resulting from a determination that the Project was covered under prevailing wage regulations.
5. Termination. Either party may terminate this Agreement at any time upon written notice, whether for cause or for convenience, in which event Client shall pay OWC for such portion of the Services performed and materials provided up to the date of termination.
6. Performance. OWC will perform the Services as an independent contractor and will not act as Client's agent or employee. The parties do not intend to create, and nothing in this Agreement will be construed to create, any special relationship or fiduciary duty. OWC will be subject to and operate in compliance with all federal, state and local laws and regulations. Client agrees that OWC will not be responsible for the means, methods, techniques, sequences or procedures of construction, for constant or exhaustive inspection of construction work, or for the safety procedures employed by any party other than its own employees and subcontractors. OWC will only sign certifications relating to the Services if OWC agreed in writing prior to the commencement of the Services to provide them. Such certifications are statements of professional opinion only. OWC will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, site inaccessibility, or delays due to actions or inactions of Client or others.
7. Client Responsibilities. Client agrees to provide all available material, data, and information pertaining to the Services, including, without limitation, (i) composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, (ii) hazards that may be present, (iii) nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of site past and present compliance status, (v) status of any judicial or administrative action concerning the site or Project, and (vi) Client's relevant benchmarks, plans, maps, and property ownership records. Client will ensure the cooperation of Client's employees, contractors and consultants ("Client Parties") with OWC. OWC is entitled to rely upon the accuracy and completeness of all information given by Client Parties.
8. Indemnity; Limitation of Liability. Client will defend, indemnify and hold harmless OWC, its managers and employees, from and against any all claims, demands, causes of action, damages or other liabilities, including but not limited to attorney's fees and other legal expenses reasonably incurred by OWC (collectively, "Claims"), that arise from performance of the Services or from OWC's acts, errors or omissions in connection with the Project or this Agreement, excepting Claims arising from the sole negligence or willful misconduct of OWC. The maximum aggregate liability of OWC in connection with this Agreement and all amendments thereto, whether based in contract or tort or otherwise in law or equity, will be limited to the greater of the compensation actually paid to OWC for the Services hereunder or \$50,000, and Client hereby releases OWC from any liability above such amount. As used in this clause 8, "OWC" includes OWC, its subcontractors, and each of their respective partners, officers, directors, shareholders and employees. Neither party will be liable to the other for any special, incidental, indirect, exemplary, punitive or consequential damages however arising incurred by either OWC or Client or for which either may be liable to a third party.
9. Reliance. The documents provided by OWC to Client under this Agreement may be based on information obtained from sources outside OWC's control. Other than the application of prudent professional care in their evaluation, OWC does not warrant, expressed or implied the accuracy thereof. All documentation furnished to Client is intended for the benefit of the Client for the purpose stated herein and is not intended or represented to be suited for reuse by Client or others. Any reuse or provision of the documents to others without the specific written consent of OWC for the specific purposes intended will be at user's sole risk and without liability and legal exposure to OWC.
10. Hazardous Materials: Samples. OWC will not take title to or be liable for any hazardous materials found at any project site. Any risk of loss with respect to all materials remains with the Client or the site owner, who will be considered the generator of such materials, execute all manifests as the generator of them, and be liable for the arrangement, transportation, treatment, and disposal of all material. All samples remain the Client's property. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.
11. Amendments, Changes, Assignment, Waiver, Compliance. This Agreement represents the entire agreement of the parties and may be modified only in a writing signed by both parties. To the extent of any inconsistency between this Agreement and any other document, the provisions of this Agreement will always prevail. Any preprinted terms and conditions on forms used by either party in the administration of this Agreement are void and shall not act to supplement or replace these Terms and Conditions. Neither party may assign this Agreement without the other's prior written consent. Waiver of any term, condition or breach of this Agreement will not operate as a waiver of any other term, condition or breach. Client and OWC shall abide by 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex or national origin. Covered contractors and subcontractors shall take affirmative action to employ and advance individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

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.