

**PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION ENGINEERING
SERVICES IN CONNECTION WITH THREE MINI-SYSTEM #36 SEWER
REHABILITATION PROJECTS**

THIS AGREEMENT (“Agreement” or “agreement”) is by and between PRINCETON, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and Arcadis U.S., Inc., with offices at 15 East Midland Avenue, Suite 3E, Paramus, New Jersey 07652 (hereinafter referred to as "CONSULTANT".)

WITNESS

WHEREAS, PRINCETON desires to obtain Construction Engineering Services in Connection with Three Mini-System #36 Sewer Rehabilitation Projects; and

WHEREAS, on May 2, 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 be authorized for the length of time necessary for the completion of the actual construction, 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 five hundred forty-one thousand, three hundred twenty-seven dollars and zero cents

(\$541,327.00), 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:

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

By: _____
Dawn M. Mount, Municipal Clerk

By: _____
Mark Freda, Mayor

Date: _____

Date: _____

WITNESS:

ARCADIS U.S., 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.**

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

Arcadis U.S., Inc.
15 East Midland Ave. Suite 3E
Paramus 07652
United States
Fax: 201 797 7400
www.arcadis.com

Date: May 2, 2025

Subject: **MS-36 Sewer Rehabilitation Project
Professional Services for Construction Engineering Services Scope
and Budget Proposal**

Dear Ms. Stockton,

Arcadis U.S., Inc. (Arcadis) is pleased to offer our continued services as experts in trenchless rehabilitation, especially packer injection grouting techniques, to the Municipality of Princeton (Princeton) for the three Mini System-36 (MS-36) Sewer Rehabilitation construction projects. As both third party construction resident engineer/inspectors and as the actual contractor for Construction Manager at Risk projects, the Arcadis staff proposed for this project have undergone extensive training and have overseen and directed hundreds of miles of packer injection grouting, cured-in-place mainline and lateral liners, and manhole rehabilitation projects. It is rare that a consulting firm can make the claim of being uniquely qualified and have that be completely the case, but for this project, it is truth. Regarding packer injection grouting, which is the primary technology of this project, Arcadis' Buried Infrastructure team has no equal. Arcadis' master technical specification for test and seal work formed the basis for National Association of Sewer Service Companies (NASSCO) Capital Grouting specification published in 2021 and our inspector training program is being used to frame the upcoming ITCP-Grouting Certification program. Our knowledge of the technology application will safeguard Princeton's interests.

These projects will restore the extent the life of these infrastructure and sharply reduce the infiltration and inflow (I&I) entering these sewers. Our services will include construction engineering, contractor administration, and inspection services. To allow this work to be completed within a single year given contractor capacity limitation, this work was separated into three separate, simultaneous contracts. The following scope of services will apply to across the three contracts; costs for each contract will be tracked individually to allow separation of expenses and labor to each contract.

This scope and budget covers work from project bid award meeting through substantial completion for all three bid sewer rehabilitation contracts. It does not cover the contract required warranty inspections or warranty evaluations 18 months after Substantial Completion; a separate scope and budget will be prepared ahead of that work.

Objectives

The objective of this work is to collaborate with the successful contractors and Princeton to ensure the construction plans and specifications for sewer rehabilitation using capital grouting techniques in MS-36 grouting projects provide highly effective inflow and infiltration reduction.

Assumptions

This project has approximately 8 miles of mains, 680 laterals, and 200 maintenance holes. An evaluation of production rates anticipates that 3 grouting rigs, one each for each of the three sewer rehabilitation contracts, abetted by sufficient cleaning and CCTV inspection trucks/crews can complete this work in 10 months. Contract time from Notice to Proceed to Substantial Completion is 300 calendar days. This scope assumes 0.5 months for preconstruction activities, 10 months of construction engineering and inspection, and 0.5 months for the contractors to prepare and submit final documents and deliverables.

This scope also anticipates the construction inspector will continue the public outreach initiated during design to ensure homeowner concerns are properly addressed as well as cleanout locating, manhole inspections, roof leader assessment, and basement inspections.

Scope of Work

Successful use of trenchless rehabilitation methods, especially capital grouting, require rigorous evaluation of the contractor's submittals and oversight by knowledgeable, experienced personnel to ensure the work is properly constructed given the field conditions at the time of installation. We will staff the construction oversight of this work with only staff experienced in the capital grouting techniques being used. As a licensed contractor who has built several large grouting projects, we understand this type of construction far better than typical consulting inspectors and usually far better than contractors performing the work, to the point that we usually train the contractor's field staff in the proper installation of capital grouting methods. We know that grout crews will require both significant coaching and sharp attention. The value to Princeton in having Arcadis conduct these services is the peace of mind that comes from knowing a team of engineers knowledgeable and experienced in the design and construction of these technologies, especially with those aspects that prevent construction and post-construction failures, is overseeing the work.

As part of our scope of work, Arcadis will provide construction engineering and contract administration services for the duration of the contract. Arcadis will:

- Review schedules and shop drawing submittals (of which 25 per contract have been assumed) for compliance with the contract documents.
- Provide half-time senior Construction Engineer oversight during first week of grouting for each of the three contractors to ensure basic capital grouting techniques are understood by the Contractors.
- Provide full-time Construction Engineer (resident project engineer) during construction operations. Construction Engineer will observe the work for compliance with the contract documents and provided required construction engineering input to contractors' work and interpretation of construction specifications and drawings. For the purposes of this proposal, we have assumed the three contractors will generally work with 1 crew each, four days per week for 9 months, and that our construction oversight will require site presence for 8 hours per day.
- Provide regular senior engineerfield oversight. For the purposes of this proposal, we have assumed a senior engineer will be on-site one day per.
- Provide senior oversight remotely daily to construction inspectors and Contractors' crews to successfully guide the work.

Deanna Stockton
Municipality of Princeton
May 2, 2025

- Review Pre-construction mainline inspections conducted by the Contractors that are electronically transferred to Arcadis by the Contractors, recommend alternative rehabilitation techniques to Princeton should grouting not be the clear choice for rehabilitation, and communicate desired rehabilitation techniques to Contractors.
- Prepare inspectors daily reports (IDRs), update Sequence Tracker, update Manhole Tracker, update Lateral Tracker, update Pay Item Progress Tracker, and update Issues Tracker daily.
 - Because this work is being done under three separate contracts, Arcadis will track the work as three separate construction projects for the purposes of pay basis and for the purposes of Arcadis' charges.
- Consult and provide advice to Princeton during construction.
- Prepare elementary sketches and supplementary sketches to be required to resolve actual field conditions encountered.
- Prepare agendas, report progress, chair meetings, and issue minutes for progress meetings for each contract every 6 weeks.
- Review monthly and final pay estimates submitted by the contractors and prepare recommendations to Princeton.
- Review Post Construction inspections conducted by the Contractors, recommend remedial action or deductions for out-of-specification defects, and prepare punch list.
- Meet with New Jersey Infrastructure Bank (IBank) officials during construction at the project site(s).
- Review claims and change orders.
- Processing of complaints and releases from citizens.
- Participate in the preparation of the certificates of completion (issued for Substantial Completion).
- Provide Princeton with all inspections and grouting reports, videos, and databases for incorporation into their GIS or CMMS as part of the Record Plan for the project.
- Provide final Sequence Tracker, Lateral Tracker, and Manhole Tracker databases to Princeton for incorporation into their GIS or CMMS as part of the Record Plan for the project.
- Provide any GIS corrections via paper map markups to Princeton.

Budget

For the services, we have divided the work in the following three tasks and propose to complete the work on a time and materials basis a not-to-exceed amount of \$541,327 in accordance with our existing summary of standard charges.

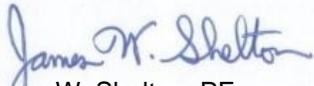
Task Name	Hours	Expenses	Cost
Project Management	75	\$ -	\$ 18,250
Construction Admin	1000	\$ 1,000	\$ 163,231
Construction Management	2,147	\$ 46,433	\$ 359,846
Totals	3147	\$ 47,433	\$ 541,327

Deanna Stockton
Municipality of Princeton
May 2, 2025

Arcadis will track the costs associated with each of the three contracts and report them to Princeton in separate monthly invoices throughout the project; we will not exceed the authorized budget without written professional services authorization from Princeton. Payment for services will be based upon the actual labor and expenses incurred. Invoicing will be completed monthly. The invoice will include the defined contract tasks listing the day-by-day personnel performing the task with hourly rate and hours worked. Support documents will be provided for expenses incurred.

Arcadis appreciates the opportunity to continue to work with Princeton and present our proposal for the construction engineering services for the MS-36 project. We look forward to working with Princeton on this critical project. If you have any questions or would like to discuss any element of our proposal, please do not hesitate to contact us.

Sincerely,
Arcadis U.S., Inc.



James W. Shelton, PE
National Practice Leader



Vishal Shah, PE
Vice President

Email: James.Shelton@arcadis.com

Direct Line: 302-723-1450

Attachments

A Not to Exceed Price with Hourly Billing Rates

Email: Vishal.Shah@arcadis.com

Direct Line: 609-454-1629

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

ATTACHMENT A

Not to Exceed Price and Hourly Billing Rates

Municipality of Princeton
2024 Hourly Rate Schedule

This document describes the basis for compensation and terms of payment. All rates presented apply to services rendered after April 1,2025 and will be adjusted annually.

In addition to these fees, clients will also be responsible for any sales or value-added taxes that may apply to engineering services performed.

Hourly Rates: Charges for services provided will be in accordance with the following schedule:

2025 RATE SCHEDULE	
Category	Hourly Rate
Technician/Project Assistant I	\$60
Technician/Project Assistant II	\$75
Technician/Project Assistant III	\$85
Technician/Project Assistant IV	\$95
Engineer/Scientist/Architect/Project Assistant V/ Technician V	\$122
Staff Engineer/Scientist/Architect/Project Assistant VI/ Technician VI	\$142
Project Engineer/Scientist/Architect/ Project Assistant VII/ Technician VII	\$162
Senior Engineer/Scientist/Architect I /Project Assistant VIII/ Technician VIII	\$187
Senior Engineer/Scientist/Architect II	\$225
Principal Engineer/Scientist/Architect I	\$240
Principal Engineer/Scientist/Architect II	\$280
Project/Program Director	\$295

Other Direct Costs: All expenses incurred for a project (except in-house services specified below) from outside vendors will be invoiced at cost plus 10% to cover administrative expenses. These items may include but are not limited to: shipping charges; printing; supplies; equipment; travel and lodging expenses; special insurance; licenses; permits; or subcontractors.

In-house services consist of:

- Transportation - \$0.70 per mile for cars, \$0.77 for trucks.
- Equipment - a schedule of usage rates for specialty equipment is available for field assignments
- Per Diem - Meal and Incidental expenses during travel will be charged at the US GSA rate.

Payment: All invoices are due and payable within 30 days of billing date. Any attorney's fees, court costs, or other related expenses incurred in collecting delinquent accounts shall be paid by the client. Delinquent bills are subject to finance charges of 1.5% per month.

TOTAL WORKHOURS ESTIMATE

Estimate Workhours																
Description of Work	Contract 1 of 3					Contract 2 of 3					Contract 3 of 3					Total Workhours
	Program Director	Project Director	Senior Engineer/Scientist/Architect II	Engineer/Scientist/Architect/Project Assistant V/Technician V	Technician/Project Assistant IV	Program Director	Project Director	Senior Engineer/Scientist/Architect II	Engineer/Scientist/Architect/Project Assistant V/Technician V	Technician/Project Assistant IV	Program Director	Project Director	Senior Engineer/Scientist/Architect II	Engineer/Scientist/Architect/Project Assistant V/Technician V	Technician/Project Assistant IV	
Project Management	15.0	3.0	0.0	4.0	3.0	15.0	3.0	0.0	4.0	3.0	15.0	3.0	0.0	4.0	3.0	75
Construction Admin	5.0	53.0	39.3	211.0	25.0	5.0	53.0	39.3	211.0	25.0	5.0	53.0	39.3	211.0	25.0	1000
Construction Management	11.0	45.0	80.7	548.0	31.0	11.0	45.0	80.7	548.0	31.0	11.0	45.0	80.7	548.0	31.0	2147
SUBTOTALS	31.0	101.0	120.0	763.0	59.0	31.0	101.0	120.0	763.0	59.0	31.0	101.0	120.0	763.0	59.0	3147
	Total per Contract				1074.0	Total per Contract				1074.0	Total per Contract				1074.0	3147

SUMMARY OF TOTAL PROJECT COST

Estimate of Labor Costs																		
Description of Work	Contract 1 of 3					Contract 2 of 3					Contract 3 of 3					Total Labor Cost	Total Expenses	Total Cost (Rounded)
	Program Director	Project Director	Senior Engineer/Scientist/Architect II	Engineer/Scientist/Architect/Project Assistant V/Technician V	Technician/Project Assistant IV	Program Director	Project Director	Senior Engineer/Scientist/Architect II	Engineer/Scientist/Architect/Project Assistant V/Technician V	Technician/Project Assistant IV	Program Director	Project Director	Senior Engineer/Scientist/Architect II	Engineer/Scientist/Architect/Project Assistant V/Technician V	Technician/Project Assistant IV			
Hourly Rates	\$ 295.00	\$ 295.00	\$ 225.00	\$ 122.00	\$ 95.00	\$ 295.00	\$ 295.00	\$ 225.00	\$ 122.00	\$ 95.00	\$ 295.00	\$ 295.00	\$ 225.00	\$ 122.00	\$ 95.00			
Project Management	\$ 4,425.00	\$ 885.00	\$ -	\$ 488.00	\$ 285.32	\$ 4,425.00	\$ 885.00	\$ -	\$ 488.00	\$ 285.32	\$ 4,425.00	\$ 885.00	\$ -	\$ 488.00	\$ 285.32	\$ 18,249.95	\$ -	\$ 18,250.00
Construction Admin	\$ 1,475.00	\$ 15,635.00	\$ 8,850.00	\$ 25,742.00	\$ 2,375.00	\$ 1,475.00	\$ 15,635.00	\$ 8,850.00	\$ 25,742.00	\$ 2,375.00	\$ 1,475.00	\$ 15,635.00	\$ 8,850.00	\$ 25,742.00	\$ 2,375.00	\$ 162,231.00	\$ 1,000.00	\$ 163,231.00
Construction Management	\$ 3,245.00	\$ 13,275.00	\$ 18,150.00	\$ 66,856.00	\$ 2,945.00	\$ 3,245.00	\$ 13,275.00	\$ 18,150.00	\$ 66,856.00	\$ 2,945.00	\$ 3,245.00	\$ 13,275.00	\$ 18,150.00	\$ 66,856.00	\$ 2,945.00	\$ 313,413.00	\$ 46,433.00	\$ 359,846.00
	Total Labor Cost														\$ 475,644.00	\$ 47,433.00	\$ 541,327.00	

Summary of Costs	
Description	Cost
Project Management	\$ 18,250.00
Construction Admin	\$ 163,231.00
Construction Management	\$ 359,846.00
TOTAL PROJECT COST	\$ 541,327.00

Cost for Contract 1 of 3 \$180,442.33
 Cost for Contract 2 of 3 \$180,442.33
 Cost for Contract 3 of 3 \$180,442.33

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. CONTRACT 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 without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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.