

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”), made the __ day of _____ 2026, by and between the MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New Jersey, with offices at 400 Witherspoon Street, Princeton, New Jersey 08540 (“PRINCETON”), HABITAT FOR HUMANITY OF SOUTH CENTRAL NEW JERSEY, a non-profit corporation of the State of New Jersey, with offices at 120 John Street, Princeton, New Jersey 08542 (“HABITAT”) and LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, with offices at 1 University Square Drive, Suite 110, Princeton, New Jersey 08540 (“LANGAN,” and collectively with HABITAT and PRINCETON, the “Parties”).

WITNESS

WHEREAS, PRINCETON owns three parcels of property with street addresses of 237 North Harrison Street, 8 Clearview Avenue and 14 Clearview Avenue in Princeton (collectively, the “PROPERTIES”); and

WHEREAS, HABITAT is a non-profit corporation established under Internal Revenue Service Code Section 501(c)(3), which brings people together to build homes, communities, and hope; and

WHEREAS, HABITAT has been working with PRINCETON and Housing Initiatives of Princeton Charitable Trust, also an I.R.S. Section 501(c)(3) non-profit corporation, in connection with the anticipated future redevelopment of the PROPERTIES for affordable housing purposes; and

WHEREAS, in furtherance of its due diligence efforts, in 2025 HABITAT hired LANGAN to complete professional engineering and environmental services on the PROPERTIES, including Land Surveying, Environmental Phase I Geophysical Surveying and Regulated Business Materials Survey, Report and Laboratory Work (“ENVIRONMENTAL SERVICES”); and

WHEREAS, following completion of the ENVIRONMENTAL SERVICES, LANGAN provided written reports and other documents to HABITAT summarizing the results of its ENVIRONMENTAL SERVICES (“ENVIRONMENTAL REPORTS”), copies of which HABITAT has previously provided to PRINCETON; and

WHEREAS, the Parties have agreed that PRINCETON shall share a portion of the total cost for the ENVIRONMENTAL SERVICES and ENVIRONMENTAL REPORTS completed by LANGAN, in exchange for which PRINCETON shall have the right to possess and utilize the contents of the ENVIRONMENTAL REPORTS in furtherance of any future use or reuse of the PROPERTIES.

NOW THEREFORE, the Parties hereby agree as follows:

1. Payment for ENVIRONMENTAL SERVICES and ENVIRONMENTAL REPORTS.

- a. In accordance with section 2 below, PRINCETON agrees to pay a portion of the total cost for LANGAN's ENVIRONMENTAL SERVICES completed on the PROPERTIES during 2025 and ENVIRONMENTAL REPORTS. Copies of all invoices on the project are attached hereto as Exhibit A.
- b. The total cost for LANGAN's completion of the ENVIRONMENTAL SERVICES and ENVIRONMENTAL REPORTS is \$41,419. HABITAT has already remitted payment for \$14,434 of this amount to LANGAN. PRINCETON agrees to remit payment to LANGAN for the outstanding balance of the total cost, which is \$26,985. PRINCETON agrees to pay LANGAN the outstanding balance within thirty (30) days of receipt of an audited and approved voucher for said balance.

2. Access to ENVIRONMENTAL REPORTS.

In consideration of the foregoing, HABITAT and LANGAN agree that PRINCETON shall be entitled to possess and utilize the ENVIRONMENTAL REPORTS which LANGAN has generated as a result of the ENVIRONMENTAL SERVICES, including copies of reports previously supply to PRINCETON. PRINCETON shall also be authorized to utilize said Reports and the data, findings, opinions and recommendations contained therein in furtherance of the future use or reuse, including redevelopment, of any portion of the PROPERTIES. LANGAN and HABITAT approve and ratify PRINCETON's prior possession and use of said Reports in connection with the ENVIRONMENTAL SERVICES consistent with the intent of this section 2.

3. Miscellaneous.

The Parties acknowledge that PRINCETON's payment to LANGAN hereunder is in furtherance of professional engineering and environmental services supplied by LANGAN and as such, is subject to relevant State and local contracting requirements, including but not limited to the Local Public Contracts Law. Accordingly, prior to remittance of payment to LANGAN, LANGAN shall be required to comply with the following:

- a. Requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 regarding Affirmative Action/ Equal Employment Opportunity, in accordance with the Affirmative Action/Non-Discrimination addendum per the attached Exhibit B.
- b. Requirements of P.L. 2004, c.57 (N.J.S.A. 52:32-44 et seq.) regarding Business Registration and Sales and Use Tax, in accordance with the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
- c. Political contribution requirements and limitations under N.J.S.A. 19:44A-1 et seq., which requires incorporation of the following:

(1) This Agreement has been awarded to LANGAN based on the merits and abilities of LANGAN 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, LANGAN hereby certifies that LANGAN (including persons and other business entities having an interest in LANGAN, 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 that would, pursuant to P.L. 2004, c.19, affect their eligibility to perform this Agreement, nor will they make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of PRINCETON when the Agreement is awarded.

(2) LANGAN 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 LANGAN receives in a calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity. It is LANGAN’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.

d. Submission of sufficient liability insurance. LANGAN shall furnish PRINCETON with a Certificate of Insurance as evidence that it has maintained such commercial general liability, automobile, workers’ compensation, professional liability and employer’s liability insurance coverage as is customary for the type and scope of professional services rendered under this Agreement. PRINCETON, and its officers, and employees, shall be included as additional insured on such policies as appropriate.

4. Indemnification.

a. LANGAN agrees to defend (except for professional liability claims) and indemnify PRINCETON and its officers and employees and from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, to the extent they are caused by LANGAN’s negligent acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement. LANGAN shall not be required to defend any indemnitee against professional liability claims but shall reimburse the indemnitee for reasonable attorneys’ fees to the extent any such claim arises from LANGAN’s negligence or willful misconduct.

- b. HABITAT agrees to defend and indemnify PRINCETON and its officers, employees and agents from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, to the extent they arise out of or are in any way connected with HABITAT's acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.

5. Waiver of Consequential Damages.

LANGAN and PRINCETON waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Agreement or the services provided by the LANGAN, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Agreement.

6. Limitation of Liability.

To the fullest extent permitted by law, the total liability, in the aggregate, of LANGAN and its officers, directors, partners, employees, agents, and subconsultants, to PRINCETON, and anyone claiming through or under PRINCETON, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Agreement, from any cause or causes, shall not exceed the total compensation received by LANGAN or \$100,000, whichever is greater.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

MUNICIPALITY OF PRINCETON

Dawn Mount, Clerk

By: _____
Mark Freda, Mayor

HABITAT FOR HUMANITY OF SOUTH
CENTRAL JERSEY

By: _____

LANGAN ENGINEERING &
ENVIRONMENTAL SERVICES, LLC

By: _____



WIRE REMIT TO: Wells Fargo Bank, N.A.
 420 Montgomery St, San Francisco, CA 94104
 ACCOUNT NO: 4825877160
 ABA/ROUTING #: 121000248
 SWIFT CODE: WFBUS6S

CHECK REMIT TO: PO BOX 782987 Philadelphia, PA 19178-2987
 Remittance advice to: ARSupport@langan.com

2025 Jul 17
 Project No: 130229601
 Invoice No: 1720 #90050719

Lex Kochmann
 Habitat for Humanity
 530 Route 38 E
 Maple Shade, NJ 08542
 Habitat for Humanity
 237 N. Harrison Street Princeton, NJ
 Block 7307, Lot 1

Professional Services from 2025 May 23 to 2025 Jun 27

	Contract Amount	% Earned to Date	Earned to Date	Previously Invoiced	Current Invoice
025 - Surveying					
ALTA_NSPS Land Title Survey	4,600.00	100.00	4,600.00	0.00	4,600.00
Total	4,600.00		4,600.00	0.00	4,600.00
Total this Invoice					<u><u>\$4,600.00 USD</u></u>

TERMS: Invoices are payable within 30 days. A service charge of 1.5% per month will be imposed on all bills not paid within 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.



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2025 Jul 17
 Project No: 130229601
 Invoice No: 1720 #90050722

Lex Kochmann
 Habitat for Humanity
 530 Route 38 E
 Maple Shade, NJ 08542
 Habitat for Humanity
 237 N. Harrison Street Princeton, NJ
 Block 7307, Lot 1

Professional Services from 2025 May 23 to 2025 Jun 27

	Contract Amount	% Earned to Date	Earned to Date	Previously Invoiced	Current Invoice
400 - Environmental					
Phase I ESA_PA	2,500.00	100.00	2,500.00	0.00	2,500.00
Geophysical Survey	1,000.00	100.00	1,000.00	0.00	1,000.00
Total	3,500.00		3,500.00	0.00	3,500.00
Total this Invoice					<u><u>\$3,500.00 USD</u></u>

TERMS: Invoices are payable within 30 days. A service charge of 1.5% per month will be imposed on all bills not paid within 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.



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2025 Jul 17
 Project No: 130229601
 Invoice No: 1720 #90050723

Lex Kochmann
 Habitat for Humanity
 530 Route 38 E
 Maple Shade, NJ 08542
 Habitat for Humanity
 237 N. Harrison Street Princeton, NJ
 Block 7307, Lot 1

Professional Services from 2025 May 23 to 2025 Jun 27

	Contract Amount	% Earned to Date	Earned to Date	Previously Invoiced	Current Invoice
650.Demo/ Hazmat/Asbestos					
RBM Survey and Report	5,000.00	100.00	5,000.00	0.00	5,000.00
Laboratory Expenses	3,334.00	100.00	3,334.00	0.00	3,334.00
Total	8,334.00		8,334.00	0.00	8,334.00
Total this Invoice					<u><u>\$8,334.00 USD</u></u>

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2025 Jul 17
 Project No: 130229602
 Invoice No: 1720 #90050724

Lex Kochmann
 Habitat for Humanity
 530 Route 38 E
 Maple Shade, NJ 08542
 Habitat for Humanity
 8 Clearview Avenue Princeton, NJ
 Block 7307, Lot 2

Professional Services from 2025 May 23 to 2025 Jun 27

	Contract Amount	% Earned to Date	Earned to Date	Previously Invoiced	Current Invoice
025 - Surveying					
ALTA_NSPS Land Title Survey	4,600.00	100.00	4,600.00	0.00	4,600.00
Total	4,600.00		4,600.00	0.00	4,600.00
Total this Invoice					\$4,600.00 USD

TERMS: Invoices are payable within 30 days. A service charge of 1.5% per month will be imposed on all bills not paid within 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.



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 420 Montgomery St, San Francisco, CA 94104
 ACCOUNT NO: 4825877160
 ABA/ROUTING #: 121000248
 SWIFT CODE: WFBUS6S

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 Remittance advice to: ARSupport@langan.com

2025 Jul 17
 Project No: 130229602
 Invoice No: 1720 #90050725

Lex Kochmann
 Habitat for Humanity
 530 Route 38 E
 Maple Shade, NJ 08542
 Habitat for Humanity
 8 Clearview Avenue Princeton, NJ
 Block 7307, Lot 2

Professional Services from 2025 May 23 to 2025 Jun 27

	Contract Amount	% Earned to Date	Earned to Date	Previously Invoiced	Current Invoice
400.Environmental					
Phase I ESA_PA	2,000.00	100.00	2,000.00	0.00	2,000.00
Geophysical Survey	1,000.00	100.00	1,000.00	0.00	1,000.00
Total	3,000.00		3,000.00	0.00	3,000.00
Total this Invoice					<u><u>\$3,000.00 USD</u></u>

TERMS: Invoices are payable within 30 days. A service charge of 1.5% per month will be imposed on all bills not paid within 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.



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 ACCOUNT NO: 4825877160
 ABA/ROUTING #: 121000248
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CHECK REMIT TO: PO BOX 782987 Philadelphia, PA 19178-2987
 Remittance advice to: ARSupport@langan.com

2025 Jul 18
 Project No: 130229602
 Invoice No: 1720 #90050732

Lex Kochmann
 Habitat for Humanity
 530 Route 38 E
 Maple Shade, NJ 08542
 Habitat for Humanity
 8 Clearview Avenue Princeton, NJ
 Block 7307, Lot 2

Professional Services from 2025 May 23 to 2025 Jun 27

	Contract Amount	% Earned to Date	Earned to Date	Previously Invoiced	Current Invoice
650.Demo/ Hazmat/Asbestos					
RBM Survey and Report	3,500.00	100.00	3,500.00	0.00	3,500.00
Laboratory Expenses	3,334.00	100.00	3,334.00	0.00	3,334.00
Total	6,834.00		6,834.00	0.00	6,834.00
Total this Invoice					<u><u>\$6,834.00 USD</u></u>

TERMS: Invoices are payable within 30 days. A service charge of 1.5% per month will be imposed on all bills not paid within 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.



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 SWIFT CODE: WFBUS6S

CHECK REMIT TO: PO BOX 782987 Philadelphia, PA 19178-2987
 Remittance advice to: ARSupport@langan.com

2025 Jul 18
 Project No: 130229603
 Invoice No: 1720 #90050745

Lex Kochmann
 Habitat for Humanity
 530 Route 38 E
 Maple Shade, NJ 08542
 Habitat for Humanity
 14 Clearview Avenue Princeton, NJ
 Block 7307, Lot 3

Professional Services from 2025 May 23 to 2025 Jun 27

	Contract Amount	% Earned to Date	Earned to Date	Previously Invoiced	Current Invoice
025 - Surveying					
ALTA_NSPS Land Title Survey	4,600.00	100.00	4,600.00	0.00	4,600.00
Total	4,600.00		4,600.00	0.00	4,600.00
Total this Invoice					\$4,600.00 USD

TERMS: Invoices are payable within 30 days. A service charge of 1.5% per month will be imposed on all bills not paid within 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.



WIRE REMIT TO: Wells Fargo Bank, N.A.
 420 Montgomery St, San Francisco, CA 94104
 ACCOUNT NO: 4825877160
 ABA/ROUTING #: 121000248
 SWIFT CODE: WFBUS6S

CHECK REMIT TO: PO BOX 782987 Philadelphia, PA 19178-2987
 Remittance advice to: ARSupport@langan.com

2025 Jul 18
 Project No: 130229603
 Invoice No: 1720 #90050747

Lex Kochmann
 Habitat for Humanity
 530 Route 38 E
 Maple Shade, NJ 08542
 Habitat for Humanity
 14 Clearview Avenue Princeton, NJ
 Block 7307, Lot 3

Professional Services from 2025 May 23 to 2025 Jun 27

	Contract Amount	% Earned to Date	Earned to Date	Previously Invoiced	Current Invoice
400.Environmental					
Phase I ESA_PA	2,000.00	100.00	2,000.00	0.00	2,000.00
Geophysical Survey	1,000.00	100.00	1,000.00	0.00	1,000.00
Total	3,000.00		3,000.00	0.00	3,000.00
Total this Invoice					<u><u>\$3,000.00 USD</u></u>

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 ACCOUNT NO: 4825877160
 ABA/ROUTING #: 121000248
 SWIFT CODE: WFBUS6S

CHECK REMIT TO: PO BOX 782987 Philadelphia, PA 19178-2987
 Remittance advice to: ARSupport@langan.com

2025 Jul 18
 Project No: 130229603
 Invoice No: 1720 #90050758

Lex Kochmann
 Habitat for Humanity
 530 Route 38 E
 Maple Shade, NJ 08542
 Habitat for Humanity
 14 Clearview Avenue Princeton, NJ
 Block 7307, Lot 3

Professional Services from 2025 May 23 to 2025 Jun 27

	Contract Amount	% Earned to Date	Earned to Date	Previously Invoiced	Current Invoice
650.Demo/ Hazmat/Asbestos					
RBM Survey and Report	3,500.00	100.00	3,500.00	0.00	3,500.00
Laboratory Expenses	3,334.00	100.00	3,334.00	0.00	3,334.00
Total	6,834.00		6,834.00	0.00	6,834.00
Total this Invoice					\$6,834.00 USD

TERMS: Invoices are payable within 30 days. A service charge of 1.5% per month will be imposed on all bills not paid within 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.

EXHIBIT B

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 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.