

**PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION ADMINISTRATION
AND RESIDENT OBSERVATION SERVICES FOR THE HAMILTON AVENUE
SEWER REPLACEMENT PROJECT**

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 ARCADIS U.S., INC. 50 Millstone Road, Building 200, Suite 220, East Windsor, New Jersey 08520 (hereinafter referred to as "CONSULTANT").

WITNESS

WHEREAS, PRINCETON desires to obtain construction administration and resident observation services for the Hamilton Avenue Sewer Replacement Project; and

WHEREAS, on June 3, 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 three hundred eighteen thousand, six hundred ten dollars and zero cents (\$318,610.00),

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

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:

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, PE
Municipal Engineer / Deputy Administrator
Municipal of Princeton
400 Witherspoon Street
Princeton, NJ 08540

Arcadis U.S., Inc.
50 Millstone Road
Building 200 Suite 220
East Windsor, NJ 08520
United States
Phone: 609 860 0590
www.arcadis.com

Date: June 3, 2026
Subject: Construction Administration Services and Resident Observation
Services
Hamilton Avenue Sewer Replacement Project
NJIB Loan No. S349656-14

Dear Ms. Stockton,

Arcadis U.S., Inc., (Arcadis) is pleased to provide the Municipality of Princeton (Municipality) Department of Engineering and Sewer Division with this proposal to provide Construction Administration Services and Resident Observation (Inspection) Services for the Hamilton Avenue Sewer Replacement Project (Project). For your convenience, the limits of the Project area is represented in the attached figure entitled, "The Municipality of Princeton – Hamilton Avenue Area Sewer Replacement".

The Project consists of construction of approximately 2,700 linear feet (LF) of proposed sewer, associated maintenance holes (MH), rerouting of the laterals to the homes, and abandoning of the existing sewers that are no longer required to be in service as outlined below:

Sewer Main Construction in Public Right-of-Way

- Construction of 1,475 LF 8-inch diameter VCP sewer in Hamilton Avenue (MH221B to MH257A)
- Construction of 550 LF 8-inch diameter VCP sewer in Moore Street (MH223H to MH230B)
- Construction of 660 LF 8-inch diameter VCP sewer in Walnut Lane (MH223C/226A to MH237B)

Sewer Lateral Rerouting in Right-of-Way

- Construction and connection of new 4-inch VCP sewer laterals and cleanouts from the property lines to the newly constructed sewers for 23 dwellings in the Project Area.

Sewer Lateral Rerouting on Private Property

- Construction and connection of new 4-inch PVC sewer laterals and cleanouts for nine (9) additional homes serviced by the existing easement to the proposed sanitary sewer within Hamilton Avenue right-of-way. These laterals are to be constructed from the dwelling to the proposed sewer.
- Interior plumbing work to reroute the drain lines is required for two (2) of the 9 houses state under Item 3.

Sewer Abandonment

- Abandonment of approximately 2,550 L.F. of existing 8-inch sewer mains and associated manholes in the project area to be taken out of service and filled with controlled low-strength material (CLSM).

Ms. Deanna Stockton
Municipality of Princeton
June 3, 2026

This project is earmarked for funding by the New Jersey Water Bank, provided by the partnership between the New Jersey Infrastructure Bank (NJIB or I-Bank) and New Jersey Department of Environmental Protection (NJDEP) under NJIB Loan No. S340656-14. This proposal presents a scope of work with associated costs for Construction Services and Resident Observation Services as required for this project and those required by the I-Bank for funding this project.

Construction Administration Services

Contract Execution. After Municipality awards the construction contract, Arcadis will coordinate with Municipality by reviewing the executed documents, insurance certificates and bonds provided by the Contractor for compliance with I-Bank requirements. Copies of executed documents will also be submitted to NJDEP. Once notified by Municipality and NJDEP that the necessary documents are in order, Arcadis will issue a Notice to Proceed and then will schedule and lead a pre-construction meeting with the Contractor, Municipality, and NJDEP representatives and Social and Economically Disadvantaged (SED) representatives.

Office Services/Project Management. Arcadis will provide general and administrative support for the project based on the date of the Notice to Proceed to the Contractor. These services include project management and coordination with Municipality, NJDEP, SED and Contractor communications. Office personnel will provide support services to our Resident Inspector (RI) over the proposed six (6) month construction period.

Review of Submittals. Arcadis will prepare the submittal register for this project. Shop drawings will be reviewed to verify compliance with the design and the intent of the Contract Documents. Each submittal will be logged in, tracked, reviewed, logged out and returned. Based on our review, Arcadis will assign a submittal status and return the submittal to the Contractor for action. Approvals or other actions that are associated with the review of each shop drawing would not be applicable to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs. Arcadis anticipates receiving up to fifty (50) submittals total, including twenty-five (25) resubmittals, for the Hamilton Avenue Sewer Replacement Project. Approximately one hour of effort is assumed per submittal.

Review of Requests for Information (RFIs). Arcadis will review and provide responses to RFIs that are received from the Contractor. Each RFI will be logged, tracked, reviewed and returned to the Contractor. Arcadis typically provides a written response to each RFI within seven (7) calendar days from its receipt. We have assumed that up to four (4) RFIs will be received from the Contractor, for which Arcadis will prepare written responses. Four hours of effort is assumed per RFI.

I-Bank Assistance. Since the Project is being funded by I-Bank, Municipality is required to submit a payment requisition to the I-Bank for reimbursement of administration, financing, engineering, construction permits, construction services, and service connection costs. Municipality has confirmed that existing staff will be responsible for administering the New Jersey Water Bank funding and that Municipality will forward the completed payment applications to the I-Bank.

For the Project, we have assumed that there will be up to six (6) reimbursement requests. Arcadis has provided a budget to provide assistance to Municipality to process payment requisitions and satisfy the NJDEP program requirements as requested by Municipality.

Ms. Deanna Stockton
Municipality of Princeton
June 3, 2026

Change Orders. Arcadis will review each potential change order (PCO) identified during the course of the Project and provide a recommendation to Municipality on its merits and applicability. Upon determining that a PCO is applicable, and a change order is needed, we will prepare the change order, assist Municipality with negotiating the cost of the change order with the Contractor, and finalize and execute the change order. We have assumed that two (2) change orders will be identified, evaluated and prepared for the Project.

Final Inspection. It is anticipated that a final inspection will be performed with representatives from Arcadis, Municipality, the Contractor and the NJDEP in attendance. The final inspection will be performed at the completion of all punch list work. After a successful final inspection, Arcadis will issue a certificate of completion of construction.

As per I-Bank funding requirements, Arcadis will provide a final certification to the NJDEP one year after Project completion. This certification will close out the I-Bank funding requirement for this Project.

Resident Engineering Services

Resident Observation (Inspection) Arcadis will provide the services of a qualified resident inspector (RI) that will observe and monitor the Contractor's work. We expect that a single RI will be capable of covering the work that will be performed. Arcadis will conduct visual observations of the work and observe Contractor's testing to satisfy the requirements of the New Jersey Administrative Code 7:22-3.17(a)28. Arcadis' RI will document the progress of the Contractor's work through daily inspection reports, address Contractor questions and concerns, provide ordinary communications between the Arcadis and the Contractor, and record daily Contractor pay quantities on unit price items.

Construction is anticipated to be based on a six (6) month schedule which includes a construction duration of five (5) months to achieve substantial completion and an additional one (1) month to achieve final completion. The anticipated construction schedule will also be dependent on the Contractor's schedule and working within certain traffic control guidelines and working hours. Arcadis has assumed that our RI will be on-site full time during active construction as required by NJDEP (time when Contractor is on-site completing construction) for eight (8) hours per day during the duration of the construction. After substantial completion, we will verify that the Contractor has resolved punch list items, the site has been fully restored, final completion is achieved, final payment and release of retainage has been made, and the Contract has been closed out. For the purposes of this scope and budget, we have assumed 130 construction days with 8 hours per day of inspection services. During this time, inspectors will also prepare inspectors daily reports (IDRs), update construction progress drawings, update Pay Item Progress Tracker, and update Issues Tracker daily. During this time, design staff will also visit the site to confirm compliance with project intentions. For the purposes of this scope and budget, we have assumed four visits by Frank Belardo and 4 visits by project design staff.

Review Payment Applications. Arcadis will work with the Contractor to develop and finalize monthly payment applications to Municipality. We will review draft pencil copies of Contractor payment applications, review the final payment application and provide a recommendation letter to Municipality regarding each monthly Contractor payment application. We have assumed that there will be up to six (6) payment applications for the Contract.

Meetings. Arcadis will attend and preside over a pre-construction meeting and issue minutes for the meeting. We will also attend and preside over regular progress meetings. We will prepare an agenda for each meeting, develop, print & provide various logs, prepare meeting minutes subsequent to each meeting and follow-up with any issues identified. We have assumed that there will be seven (7) on site monthly progress meetings, each two

Ms. Deanna Stockton
Municipality of Princeton
June 3, 2026

(2) hours long with travel time also included. Depending on the needs, two Arcadis employees will attend these meetings.

Sewer Testing and Disinfection. Our RI will be present for the sewer pressure testing per the required standards as stated in the Project Documents. Arcadis will provide Municipality, NJDEP and the Licensed Sewer System Operator with copies of test reports. Upon acceptance by Municipality, NJDEP and Licensed Sewer System Operator, of the pressure test reports, the sewer will be available to be placed into service.

Record Drawings/As-Built Drawings. Arcadis will obtain the red line drawings maintained by the Contractor and with input from our RI will prepare a set of Record/As-Built drawings. The Record/As-built drawings will show the actual as-installed locations of the work items and materials. Arcadis will provide a set of Record/As-built drawings to Municipality and NJDEP for their records in electronic format (pdf), as well as a hard copy. Record/As-built drawings will be signed and sealed by a New Jersey Licensed Professional Engineer.

Other Services

Recognizing that this project is located within a residential neighborhood that includes up to three public and/or private educational facilities, Municipality has requested an allowance to support coordination with the School Board and local residents, as well as to provide traffic control assistance on an as-needed basis. To avoid any potential construction delays and scheduling impacts, an allowance of \$20,000 has been established for this project and will be utilized at the direction of Municipality representatives.

Project Fee

A breakdown of our costs for each phase of the project and our total estimated cost is as follows:

Task	Budgetary Cost
Construction Administration Services	\$ 85,225
Resident Observation Services*	\$ 320,020
Other Services	\$ 20,000
Total	\$ 425,245

*Other direct expenses (i.e., mileage, tolls, meals, accommodation, etc.) are included in the resident observation services.

The anticipated construction cost is \$5.1M; RI services are 8.3%, which is less than typical on this amount of construction work. Arcadis will work with Municipality to best mitigate any unforeseen field circumstances under the existing contract to the furthest extent possible within the project fee. However, should any services or expenses be required above and beyond those identified in this proposal, Arcadis will bring them to Municipality’s attention as soon as reasonably possible. The Project does not anticipate services related to cultural or historic resource impacts due to the Project’s exemption. The Project does not anticipate any services related to hazardous waste mitigation because none were detected during the environmental sampling phase of the design project. Furthermore, should services requiring major redesign resulting from unforeseen field conditions arise, Arcadis will discuss with Municipality and provide separate proposal(s) addressing these circumstances.

Ms. Deanna Stockton
Municipality of Princeton
June 3, 2026

Arcadis will provide the Professional Engineering Services defined in this proposal on a time-and-material basis not to exceed the total of \$ 425,245 in accordance with our standard rates. Our standard rates are subject to annual readjustment.

We look forward to working with Municipality on this Project. If this proposal is acceptable to Board, we will provide Municipality with an agreement incorporating its terms that can be executed and submitted to the NJDEP as evidence that Municipality has retained an engineer to provide the services required by the I-Bank. In the meantime, if you have any questions or comments, or should you require any additional information, please do not hesitate to contact us.

Sincerely,
Arcadis U.S., Inc.



Vishal Shah, PE
Vice President
Email: vishal.shah@arcadis.com
Direct Line: 201-398-4329

CC. J. Shelton, C. Mallon, and F. Belardo, Arcadis

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.

TOTAL WORKHOURS ESTIMATE

Estimate of Workhours								
Description of Work	Project/Program Director	Project Manager	Senior Engineer/ Scientist/ Architect II	Project Engineer/ Scientist/ Architect/ Project Assistant VII/ Technician VII	Staff Engineer/ Scientist/ Architect/ Project Assistant VI/ Technician VI	Engineer/ Scientist/ Architect/ Project Assistant V/ Technician V	Technician/ Project Assistant III	Total Workhours
Construction Administration Services	9	64	54	195	40	0	60	422
Resident Observation Services	10	24	62	1482	0	120	0	1698
Other Services	0	12	38	46	0	0	0	96
SUBTOTALS	19	100	154	1723	40	0	60	2216
Total Workhours Estimate								2216

SUMMARY OF TOTAL PROJECT COST

Estimate of Labor Costs										
Description of Work	Project/Program Director	Project Manager	Senior Engineer/ Scientist/ Architect II	Project Engineer/ Scientist/ Architect/ Project Assistant VII/ Technician VII	Staff Engineer/ Scientist/ Architect/ Project Assistant VI/ Technician VI	Engineer/ Scientist/ Architect/ Project Assistant V/ Technician V	Technician/ Project Assistant III	Total Labor Cost	Total Expenses	Total Cost
Hourly Rates	\$ 300.00	\$ 282.00	\$ 231.00	\$ 169.00	\$ 149.00	\$ 126.00	\$ 149.00			
Construction Administration Services	\$ 2,700.00	\$ 18,048.00	\$ 12,474.00	\$ 32,955.00	\$ 5,960.00	\$ -	\$ 8,940.00	\$ 81,077.00	\$ 4,148.00	\$ 85,225.00
Resident Observation Services	\$ 3,000.00	\$ 6,768.00	\$ 14,322.00	\$ 250,458.00	\$ -	\$ 15,120.00	\$ -	\$ 289,668.00	\$ 30,352.00	\$ 320,020.00
Other Services	\$ -	\$ 3,384.00	\$ 8,778.00	\$ 7,774.00	\$ -	\$ -	\$ -	\$ 19,936.00	\$ 64.00	\$ 20,000.00
								\$ 390,681.00	\$ 34,564.00	\$ 425,245.00

Summary of Costs	
Description	Cost
Construction Administration Services	\$ 85,225.00
Resident Observation Services	\$ 320,020.00
Other Services	\$ 20,000.00
TOTAL PROJECT COST	\$ 425,245.00

Municipality of Princeton 2026 Hourly Rate Schedule

This document describes the basis for compensation and terms of payment. All rates presented apply to services rendered after April 1, 2026 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:

2026 RATE SCHEDULE	
Category	Hourly Rate
Technician/Project Assistant I	\$60
Technician/Project Assistant II	\$75
Technician/Project Assistant III	\$85
Technician/Project Assistant IV	\$97
Engineer/Scientist/Architect/Project Assistant V/ Technician V	\$126
Staff Engineer/Scientist/Architect/Project Assistant VI/ Technician VI	\$149
Project Engineer/Scientist/Architect/ Project Assistant VII/ Technician VII	\$169
Senior Engineer/Scientist/Architect I /Project Assistant VIII/ Technician VIII	\$192
Senior Engineer/Scientist/Architect II	\$231
Principal Engineer/Scientist/Architect I	\$246
Principal Engineer/Scientist/Architect II	\$282
Project/Program Director	\$300

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 - \$0.73 per mile for cars, \$0.80 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.

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

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

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

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

TERMS & CONDITIONS**EXEMPTION**

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

LEGAL REQUIREMENTS

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

STATE REQUIREMENT (BUSINESS REGISTRATION REQUIREMENT)

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

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

AUTHORIZATION TO PROCEED

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

QUALITY & QUANTITY

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

ASSIGNMENT

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

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2** or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

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

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

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

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

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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27**.