



NEW JERSEY WATER SUPPLY AUTHORITY

P.O. BOX 5196 · CLINTON, N.J. 08809 · (908) 638-6121 · (908) 638-5241 (FAX)

Purchase Order Agreement C23007

This Purchase Order "Agreement" made and entered into this _____ day of _____, 202_, by and between the New Jersey Water Supply Authority, herein referred to as the "Authority" and XXXXX herein referred to as the "Consultant" covers all cost for the following services:

The Consultant agrees to perform in a good and skillful manner and in accordance with the directions and subject to the approval of the Executive Director of the Authority, (hereinafter referred to as the "Executive Director"), all the necessary services required for the Development of a New OSHA-Compliant Confined Space Entry Program for the Spruce Run and Round Valley Reservoir Complexes, Clinton Township, Hunterdon County, New Jersey (hereinafter known as the "Project") for a lump sum cost of XXXXX (\$XXXXX) dollars.

This Agreement consists of the terms and conditions herein, the Consultant's price quote dated XXX set forth in Attachment A1, the Request for Proposal and Scope of Services set forth in Attachment B1, and the associated Reference Materials set forth in Attachment B2.

Authority Representation

Mr. Timothy Thiessen shall represent the Authority and can be reached at (908) 638-6121 ext. 252.

Period of Performance

This Agreement shall be for a period of ninety (90) days commencing from the date of execution of the Agreement by the Authority.

Agreed upon and entered into:

NJ WATER SUPPLY AUTHORITY

XXXXX

By: _____
Marc Brooks, Executive Director

By: _____
Name Printed /Signature

Dated: _____

Dated: _____

ADDITIONAL TERMS AND CONDITIONS:

PAYMENT PROCEDURES

For services rendered in accordance with the Agreement, the Authority shall pay the Consultant either the total amount of the Agreement, or progress payments based on the unit price equal to the percentage of work satisfactorily completed, as indicated in the Consultant's bid without change in the price quoted.

After completion of each service requested hereunder during the period the Agreement is in effect, and inspection and acceptance of the work as complete by the Authority, the Consultant must submit its own invoice to the Authority, requesting the fee(s) as stated in the Agreement. Subject to approval for payment, the invoice will be payable within thirty (30) days after receipt by the Authority, but if the original submission is found to be unacceptable the payment period shall not begin to run until the defective submission is cured.

Acceptance by the Consultant of said payment shall operate as, and shall be, a release to the Authority from all claims and liability to the Consultant for anything done or furnished for, or relating to, the work called for or to be done under and pursuant to the provisions of this Agreement.

The Authority reserves the right to make such audits of directly relevant records of the Consultant, as it may deem advisable, during the performance of this agreement and for three (3) years from the date of final payment.

The Consultant shall further maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request, subject to N.J.A.C. 17:44-2.2.

CHANGES AND EXTRA WORK

The Executive Director may, at any time, by written order, issue additional instructions to clarify the scope of services prescribed under this Agreement without additional cost to the Authority. Under such circumstances, the Consultant shall be entitled to just compensation for the reasonable cost of the added work and expense in the amount agreed to by the Executive Director, but not to exceed actual incurred expenses, exclusive of overhead and administrative costs, together with an allowance of 10% for overhead and administrative costs and an allowance of 10% for profit, not to be compounded. For added work and expenses incurred by the Consultant for added work performed by the subcontractor(s), the amount subject to reimbursement shall not exceed actual incurred expenses, exclusive of overhead and administrative costs, plus an allowance of five (5%) percent for both overhead and administrative costs, and profit regardless of the number of tiers of subcontractors involved in the work. No additional percentage mark-up for any additional tiers of subcontractors beyond one will be allowed.

The Consultant shall carry on with all other undisputed work and adhere to the progress schedule during any negotiations required hereunder.

Notice in writing of any claim for adjustments under this Article must be given to the Executive Director promptly (within 5 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Within 45 days of the initial notice, the Consultant shall provide a written statement of the amount of the claim that covers all known amounts (direct, indirect and consequential) to which the Consultant feels it is entitled as a result of the occurrence of said event.

The Consultant shall not be entitled to additional compensation for revisions that the Executive Director finds necessary or desirable because of neglect or mistakes in judgment for which the Consultant is responsible. It is specifically understood and agreed that no added or extra work of any type will be performed without prior certification in writing thereof from the Executive Director.

No claim by the Consultant pursuant to this Article will be allowed if asserted after final payment under this contract.

The Consultant shall promptly and before such conditions are disturbed, notify the Authority/Engineer in writing of differing site conditions, i.e., subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or unknown physical conditions at the site, differing materially from those ordinarily encountered and generally recognized. The Authority shall promptly investigate the conditions. If the Authority finds that conditions materially differ and will cause an increase or decrease in the Consultant's cost or the time required to perform, the Authority shall make an adjustment and modify the Agreement in accordance with the terms set forth within this section.

Where less than the entire Agreement is performed as a result of the Authority's determination for a reduction in scope, then: (1) for each lump sum, or unit price bid item satisfactorily completed by the Consultant, the Consultant will be paid the lump sum, or unit price designated for that bid item; (2) for each lump sum, or unit price bid item which has been partially completed the Consultant will be paid a percentage of the lump sum, or unit price equal to the percentage of work satisfactorily completed.

Any claim by the Consultant for an extension in the Agreement time shall be based on written notice delivered to the Authority and the Engineer within five (5) days of the occurrence of the event-giving rise to the claim. Notice of the extent of the claim with detailed supporting data shall be delivered within forty five (45) days of such occurrence. The Agreement time will be extended in an amount equal to time lost due to any delay that both could not have anticipated by the Consultant and beyond the control of Consultant if a claim is made. No extension shall be made where the delay is caused by the fault or negligence of the Consultant, or the performance would have been so suspended, delayed or interrupted by any other cause, and therefore should have been anticipated. An extension of Agreement time shall not entitle the Consultant to additional compensation.

DEFAULT

The Authority, by written notice of default to the Consultant, may terminate the whole or any part of this Agreement in any one of the following circumstances:

(a) If the Consultant fails to make delivery or to perform the services within the time specified herein or any extension thereof, except for delays due to causes listed in Paragraph entitled "Delays";

(b) If the Consultant fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of seven (7) days (or such longer period as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure; or

(c) If the Consultant becomes insolvent or goes into liquidation or receivership or admits to the benefits of any procedure for the settlement of debts or be declared bankrupt.

In each and every instance stated above, the Authority may procure, upon such terms and in such a manner as the Authority may deem appropriate, supplies or services the same as or similar to those so

terminated, and the Authority may proceed to avail itself of any and all appropriate remedies. If, after notice of termination of the Agreement under this provision, it is determined for any reason that the Consultant was not in default, the Agreement shall be equitably adjusted to compensate for such termination and the Agreement modified accordingly. The rights provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

TERMINATION OF AGREEMENT FOR CONVENIENCE

The Authority may, at any time and without cause, terminate this Agreement in whole or in part, specifying the extent to which performance of work under the Agreement is terminated and the date on which such termination becomes effective, provided written notice has been issued to the Consultant five (5) days prior to such proposed termination date.

Promptly after the effective date of termination, the Consultant shall submit its claims and be paid for all costs incurred prior to the termination that are approved by the Authority. In the event of termination and subject to the terms as set forth herein, any monies paid by the Authority that exceed the value of the Consultant's claim as set out above shall be refunded to the Authority within thirty (30) days after conclusion of the termination settlement.

DELAYS

The Consultant shall not be liable for delays in performance of its obligations, and the date on which the Consultant's obligations are to be fulfilled shall be extended, without penalty or liquidated damages, for a period of time caused by the delay when the delay was due to causes beyond the Consultant's control and not due to its fault or negligence.

STATE NONDISCRIMINATION/AFFIRMATIVE ACTION PROVISIONS

During the performance of this contract, the Consultant agrees as follows:

The Consultant 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 Consultant 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 Consultant 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 Consultant or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, 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 Consultant 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

Consultant's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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.

DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14(b), any employer, regardless of the location of the employer, who enters into a contract with a public body to perform any work for the public body shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified payroll records required pursuant to P.L. 1963, c.150 (C.34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the contract. The employer shall provide the commissioner, throughout the duration of the contract or contracts, with an update to the information

whenever payroll records are required to be submitted pursuant to P.L. 1963, c.150 (C.34:11-56.25 et seq.).

Information regarding the Dianne B. Allen Equal Pay Act and its requirements, as well as the required forms, may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) web site at <http://www.nj.gov/labor/equalpayact>.

AMERICANS WITH DISABILITIES ACT

The Consultant and the Authority do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this Agreement. In providing any aid, benefit, or service on behalf of the Authority pursuant to this Agreement, the Consultant agrees that the performance shall be in strict compliance with the Act. In the event that the Consultant, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Agreement, the Consultant shall defend the Authority in any action or administrative proceeding commenced pursuant to this Act. The Consultant shall indemnify, protect, and save harmless the Owner, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Consultant shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Authority's grievance procedure, the Consultant agrees to abide by any decision of the Authority which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Authority or if the Authority incurs any expenses to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Consultant shall satisfy and discharge the same at its own expense.

The Authority shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Consultant along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Authority or any of its agents, servants, and employees, the Authority shall expeditiously forward or have forwarded to the Consultant every demand, complaint, notice, summons, pleading or other process received by the Authority or its representatives.

It is expressly agreed and understood that any approval by the Authority of the services provided by the Consultant pursuant to this Agreement will not relieve the Consultant of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Authority pursuant to this Paragraph.

It is further agreed and understood that the Authority assumes no obligation to indemnify or save harmless the Consultant, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Consultant expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Consultant's obligations assumed in this Agreement, nor shall in no way limit the Consultant's obligations assumed in this Agreement, nor shall they be construed to relieve the Consultant from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

BUSINESS CERTIFICATION

Pursuant to N.J.S.A. 52:32-44, the Authority is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the Consultant shall provide the Authority with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Authority.

During the course of contract performance:

- (1) the Consultant shall not enter into a contract with a subcontractor unless the subcontractor first provides the Consultant with a valid proof of business registration.
- (2) the Consultant shall maintain and submit to the Authority a list of subcontractors and their addresses that may be updated from time to time.
- (3) the Consultant and any subcontractor providing goods or performing services under the contract, and each of their 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, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the Consultant shall submit to the Authority a complete and accurate list of all subcontractors, including subcontractors added after execution of this contract, their addresses, and proof of business registration.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts:

For purchases of an emergent nature, the consultant shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

SUBCONTRACTING REQUIREMENT

The Consultant, if utilizing subcontractors, via the Subcontractor Utilization Plan, must utilize said subcontractors. Utilizing other sub-contractors without first notifying the Authority shall constitute a material breach of contract.

Invoices presented to the Authority for payment must include verifiable information as to the payments made to each of the eligible subcontractor(s) during the period covered by the prime contractor's invoice. The reported payments shall be exclusive of any mark-up, fees, overhead and profit to the prime Consultant.

INDEMNIFICATION

The Consultant, during the performance of work under this Contract, shall defend, indemnify and otherwise save harmless the Authority, from any and all third party claims or actions at law, for which the Authority shall not be reimbursed by insurance, including but not limited to reasonable attorney's fees and court costs, resulting from the negligent or willful misconduct, including errors and omissions, of the Consultant, its employees or agents, to exercise such care, skill and diligence as professionals ordinarily exercise under similar circumstances.

ASSIGNMENT

This Agreement shall not be transferred or assigned to any other individual, firm, partnership or corporation without the prior written consent of the Authority. Unless specifically stated in any written consent by the Authority, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Money due or to become due the Consultant shall not be assigned, unless with the consent of the Authority, but nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Consultant for the benefit of his or her creditors made pursuant to the statutes of the State of New Jersey.

APPLICABLE LAW

This Agreement shall be construed according to the laws of the State of New Jersey, insofar as existence of the Agreement as a binding agreement and matters concerning performance or breach thereof are concerned. Any legal action will be brought in the courts within the State of New Jersey.

AMENDMENTS

This Agreement may be modified or amended only by a written instrument executed by the Authority and the Consultant.

STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on Consultant activities shall apply to all contracts or purchase agreements made with the Authority, pursuant to Executive Order No. 189 (1988): a) No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any Authority officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Authority with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13G; b) The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any Authority officer or employee from any Authority vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive commission on Ethical Standards, now known as the State Ethics Commission; c) No vendor may, directly, or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any Authority officer of employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or service by or to the Authority thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13G. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, now known as the State Ethics Commission which may grant a waiver of this restriction upon application of the

Authority officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest; d) No vendor shall influence, or attempt to influence or cause to be influenced, any Authority officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee; e) No vendor shall cause or influence, or attempt to cause or influence, any Authority officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person; and f) the provisions cited above in a through e shall not be construed to prohibit an Authority officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public promulgated under paragraph c.

WORKING HOURS

All work shall be performed between the hours of 8:00 a.m. and 4:00 p.m., Monday - Friday, on regular Authority workdays. Work on holidays, Saturdays and Sundays is excluded, unless otherwise stated herein or other arrangements are approved in writing by the Authority at least forty-eight (48) hours prior to the proposed work date.

NEW JERSEY PREVAILING WAGE ACT

N/A

INSURANCE REQUIREMENTS

The Consultant shall not proceed on any work under the Agreement until all required insurance coverages are obtained and bound.

The following insurance is required:

- A. Workers' Compensation - New Jersey Statutory Limits.
- B. Employers' Liability – minimum limit of **\$1,000,000** combined single limit.
- C. Automobile Bodily Injury & Property Damage - in amounts of at least **\$1,000,000** combined single limit.
- D. Commercial General Liability (CGL) Form including personal injury and broad form contractual liability, in amounts of at least **\$1,000,000** combined single limit, or applicable Excess Liability coverage to reach this limit.
- E. Umbrella Liability-in amounts of at least **\$5,000,000** per occurrence and Annual Aggregate and apply on a per project basis, as per the underlying General Liability policy.
- F. Professional Liability-in amounts of at least **\$5,000,000** per Claim and Annual Aggregate.

NOTE: If applicable, Consultants shall also be insured in the minimum limits required by the Motor Carrier Act of 1980.

Specific Provisions:

All policies shall be issued by insurance carriers with an AM Best rating of at least (A) and financial size category of at least VIII, and are licensed and authorized to conduct business

in the State of New Jersey.

1. All insurance policies except for A, B, and F shall apply on a primary and noncontributory basis and shall name the following listed entities as additional insured(s): The State of New Jersey (including the New Jersey Water Supply Authority and the Department of Environmental Protection) and its agencies, employees and officers.
2. All the policies of insurance so required to be purchased and maintained (or certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the Authority by certified mail. The Consultant shall submit proof(s) of insurance to the Authority for all insurance required under this section. Consultant's policies have an exception for cancellation due to failure to pay (10 days' notice for cancellation due to nonpayment of premiums). Letters are sent via regular mail from Consultant's insurance companies.
3. Upon request, Contractor shall furnish the Authority with a complete copy of each policy, including all endorsements, required by the Contract.
4. Consultant's failure to procure or maintain the insurance required by this Section during the entire term of the Contract shall constitute a material breach of this Contract under which the Authority may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the Authority's interest and pay any and all premiums in connection herewith, and withhold or recover all monies so paid from the Consultant.

Subconsultants

1. Subconsultants are required to maintain the above noted coverage(s) as stated above.
2. Subconsultants are required to maintain Umbrella liability limits of **\$1,000,000.00** per Occurrence and Annual Aggregate applying on a Per Project/location basis.
3. The primary Consultant shall be also responsible for verification and written certification of all subconsultants' insurance coverage required for the Contract. The Authority reserves the right to require that the primary consultant provide copies of insurance certificates for all subcontractors.

SAFETY

The Consultant shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. The Consultant shall provide protection for all persons including but not limited to his or her employees and employees of other contractors or subcontractors; members of the public; and employees, agents and representatives of the Authority, the Engineer, and regulatory agencies that may be on or about the Worksite. The Consultant shall provide protection for all public and private property including but not limited to structures, pipes, and utilities, above and below ground.

The Consultant shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards and fire prevention and firefighting equipment and shall take such other action as is required to fulfill his or her obligations under this subsection.

The Consultant shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations and lawful orders of all authorities having jurisdiction for the safety of persons and protection of property.

SECURITY

Throughout the duration of the contract, contractors, their agents, subs and representatives must maintain security protocols established by the Authority while working in and around secured areas. Consultants will coordinate job site access on a daily basis with the Authority assigned project manager. Buildings; pumping stations, vaults, chambers, towers or fenced and gated areas that are normally locked, must not be left open and unattended.

Consultant shall adequately secure and protect its own tools equipment, materials and supplies. The Authority assumes no liability for any damage, theft or negligent injury to Consultant's property.

The Consultant shall comply with all Authority field controls at the site prior to the start of service/construction. If the Consultant detects or suspects an error in the filed controls, the Consultant shall immediately notify the Authority or the Engineer and shall suspend any related work until any discrepancy is resolved.

RESTRICTIONS ON POLITICAL CONTRIBUTIONS

Pay to Play Prohibitions: pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

- A. Make or solicit a contribution in violation of the statute;
- B. Knowingly conceal or misrepresent a contribution given or received;
- C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;
- E. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the legislation.

Political Contribution Disclosure: the Consultant is advised of its 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 (P.L. 2005, c. 271, 3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at \$50,000 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1 (888) 313-3532 or on the internet at <http://www.elec.state.nj.us/>.

FINAL ACCEPTANCE

Acceptance of the work as complete will be based upon a thorough inspection by Authority personnel. Any deficiencies found shall be noted by the Authority and corrected by the Consultant at the earliest possible time. Processing of the Consultant's invoice for payment shall be delayed until all deficiencies, if any, are corrected.

SALES & USE TAX ACT

With respect to goods and services sold in the State of New Jersey, the Vendor is directed to the New Jersey State Sales and Use Tax Act. The Authority is an exempt organization of the type described in subsection (a) of Section 9 of the Act; therefore, the Vendor shall not include any costs for New Jersey State Sales and Use taxes on the services and goods required under this Agreement. A copy of the exemption certificate is available upon request.

SET-OFF FOR STATE TAX

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deductions which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.) to the taxpayer shall be stayed.

ENTIRE AGREEMENT

Provisions contained herein or incorporated herein by reference constitute the entire Agreement and supersede all previous communications or representations, either verbal or written, between the parties hereto with respect to the subject matter hereof.