

**CITY OF MILLVILLE
COUNTY OF CUMBERLAND
STATE OF NEW JERSEY**

**PROFESSIONAL SERVICE AGREEMENT
GRUCCIO, PEPPER, DeSANTO & RUTH, PA**

THIS AGREEMENT made this 5th day of May, 2020, between the CITY OF MILLVILLE hereinafter referred to as "CITY" and GRUCCIO, PEPPER, DeSANTO & RUTH, PA, hereinafter referred to as "CONTRACTOR".

WHEREAS, the CITY desires to engage the services of the CONTRACTOR to perform various services for the CITY as hereinafter provided, and

WHEREAS, the CONTRACTOR has represented that it is qualified by training and experience to perform the required services in the manner and on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

ARTICLE I: SCOPE OF SERVICES AND CONTRACT DOCUMENTS

A. **SCOPE OF SERVICES**: CONTRACTOR shall provide to the CITY the following services:

CITY LABOR COUNSEL

All services shall be provided in strict accordance with the requirements and or representations set forth in one or more of the following applicable documents, as checked below.

	The Request for Proposals issued by the CITY (Exhibit A)
X	The CONTRACTOR'S proposal (Exhibit B)
	Scope of Services Statement (Exhibit C)

In the event of any inconsistencies between the documents the language of the Agreement shall prevail, and the language of the other documents shall be deemed to have the following priority: Exhibit A, Exhibit C and Exhibit B.

B. **CONTRACT DOCUMENTS**: The Exhibits and Appendices to the Agreement checked below shall constitute integral parts of this Agreement and are hereby incorporated herein in their entirety, unless any portions thereof have been deleted or modified. These documents collectively shall constitute the agreement between the parties.

	Exhibit A (RFP)
X	Exhibit B (Proposal)
	Exhibit C (Scope of Services Statement)
X	Appendix I (Affirmative Action)
X	Appendix II (Americans with Disabilities Act)
	Appendix III (Pay to Play Disclosure)
X	Appendix IV (Schedule of Insurance)

ARTICLE II: PAYMENT

A. **AMOUNT, RATE, TIME & MANNER:** In accordance with the authorization granted by Resolution No. _____, adopted by the CITY on _____ the CONTRACTOR shall be compensated in an amount not to exceed \$60,000.00 in full consideration of all services performed under this Agreement.

B. **CHANGE IN AMOUNT.** Any changes to the maximum compensation specified in Article II (A) shall only be effective if such additional compensation is expressly authorized by an amendatory resolution duly adopted by the CITY. Even if the Agreement calls for the provision of services on an hourly rate or other unit price basis or if the Agreement allows for payment of specified reimbursable expenses, CONTRACTOR, understands that CONTRACTOR shall not be entitled to payment for any level of services rendered in excess of the maximum compensation specified in Article II (A) unless additional compensation is expressly authorized by resolution.

C. **SATISFACTORY PERFORMANCE:** It is the exclusive right of the CITY to determine that services have been performed in a proper and satisfactory manner in accordance with the terms and conditions set forth herein prior to approval and payment of invoice submitted by CONTRACTOR.

D. **DOCUMENTATION:** Payment shall be made only upon submission by the CONTRACTOR of the required executed standard CITY invoice, a bill on CONTRACTOR'S letterhead and any other documents deemed necessary by the CITY.

E. **RIGHT TO AUDIT:** CONTRACTOR agrees to maintain financial records, books and documents plus any evidence necessary to reflect all direct and indirect costs incurred during this Agreement in an auditable format. CONTRACTOR agrees to keep complete and accurate records with respect to the computation of all billing, including receipts for any reimbursable expenses and time records for all persons billed on an hourly rate basis. The CONTRACTOR also agrees to submit all documents and records necessary to assure compliance and completion of this Agreement. CONTRACTOR agrees that all financial records required to be kept be made available for inspection during normal business hours

by representatives of the CITY. Said records shall be kept for a minimum of three (3) years after expiration of the contract term.

ARTICLE III: TERM

A. **DATES**: Upon its authorization and execution this contract shall be effective for the term commencing May 6, 2020 and expiring on December 31, 2020.

B. **COMPLETION**: The CONTRACTOR shall complete the performance of services under this contract by the contract expiration date and/or in accordance with any completion schedules set forth in Exhibits A, B & C.

C. **EXTENSIONS**: The appropriate Municipal Officer or his designee may extend the time for completion specified by Article III (B). Such extensions shall only be effective if in writing and shall not extend the Agreement term beyond the term specified in the authorizing resolution. In the event that the time for completion is extended, all of the original terms and conditions will remain in effect for the extended period.

ARTICLE IV: GENERAL PROVISIONS

A. **INDEPENDENT CONTRACTOR**: The CONTRACTOR'S status shall be that of an independent principal and not as agent or employee of the CITY.

B. **CITY NOT RESPONSIBLE FOR CONTROL OF CONTRACTOR'S MEANS AND METHODS**: The CITY shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences or procedures, or the safety precautions and programs in connection with the Work, and the CITY shall not be responsible for the CONTRACTOR's failure to carry out the work in accordance with this Contract, and in accordance with all applicable laws and prudent industry practices. Further, the CITY shall not be responsible in any way for the acts or omissions of the CONTRACTOR, and any subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

C. **CITY REVIEW OF THE CONTRACTOR'S WORK**: The CONTRACTOR shall cooperate with the CITY's efforts to ascertain whether the work complies with the requirements and intentions of this Contract. Any such review or inspection, along with any resulting comments, recommendations, requirements, changes or directives made or issued by the CITY shall not relieve the CONTRACTOR of any of its obligations to fulfill this Contract as herein required, and shall not make the CITY responsible for the CONTRACTOR'S performance or failure to perform any of its obligations under the Contract.

D. **CONTRACTOR'S DUTY TO PERFORM**: The CONTRACTOR'S obligation to perform and complete the work and provide all Services in accordance with this Contract shall be

absolute. Observations made by the CITY, recommendation of any progress or final payment by the CITY, and any determination that work appears to be substantially completed or any payment by CITY to the CONTRACTOR under the Contract; or any use of or reliance upon the work or any part thereof by the CITY, shall not act as a waiver or release of the CONTRACTOR'S duties to provide all services in accordance with the requirements of this contract.

E. **COMPLIANCE WITH ALL LAWS:** The CONTRACTOR's provision of all materials and goods, and the performance of all work and services required of the CONTRACTOR hereunder shall be provided and performed by the CONTRACTOR in accordance with all applicable Federal, State, CITY and municipal ordinances, regulations and statutes. All statutes, rules and regulations that are applicable to the CONTRACTOR's performance shall apply as if set forth in full herein. The CONTRACTOR warrants and represents to the CITY that it is familiar with, and shall comply with all of the statutes, ordinances, rules, regulations and ordinances that are applicable to the CONTRACTOR's performance under this Contract.

F. **GOVERNING LAWS:** This Agreement shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey, and any litigation brought by the parties arising out of this Agreement shall be brought only in the Superior Court, and venued in CITY and the CONTRACTOR hereby voluntarily submits to the jurisdiction of said court.

G. **OWNERSHIP OF CONTRACT DOCUMENTS:** All materials, information, reports, drawings, plans or other documents which have been paid for by the CITY remain the property of the CITY and may be utilized for any CITY purpose. CONTRACTOR waives and relinquishes all patent, copyright, or other intellectual property rights, whether statutory or common law, in said reports or work products. In any contract requiring submission of reports or work products to appropriate officials of the CITY, it is agreed that all work products prepared pursuant to said Agreement are the property of the CITY and shall include a statement that such reports were prepared under Agreement with the CITY.

H. **MODIFICATIONS.** This Agreement may not be altered, modified or rescinded orally, but any written changes agreed upon and executed by both parties may be incorporated into this Agreement.

I. **SUBCONTRACTING:** The CONTRACTOR shall be the party solely and fully responsible to the CITY for the performance of all requirements of the contract documents, at all times and in all respects. The CONTRACTOR shall not sell, transfer, assign, subcontract or otherwise dispose of his obligations to the CITY without first securing written approval of the CITY, which shall be based upon the CONTRACTOR's submission of proof, to the CITY's satisfaction, that the proposed Subcontract or other transfer shall not result in an impairment or reduction in services provided to the CITY, or result in a diminishing of the

CONTRACTOR's obligations hereunder, and that the assignee, purchaser, successor or subcontractor meets or exceeds all requirements and qualifications set forth in the Contract Documents. No assignment or subcontract will be effective or deemed permitted without the prior written consent of the CITY as set forth herein. If a subcontract or other assignment is authorized by the CITY, the assignee or subCONTRACTOR shall enter into a supplement to this agreement affirming that it shall be bound by all of the terms, conditions and requirements set forth in the Contract Documents. In addition, the CONTRACTOR shall be solely responsible for making payments to all subcontractors for all materials, goods, services and labor provided by such subcontractors in connection with the Work, to the extent that such amounts are justly due and owing, subject only to such offsets, retainage and other adjustments that may be permitted by law.

J. **ASSIGNMENT FOR THE BENEFIT FOR CREDITORS**: The CONTRACTOR shall not assign or transfer any payment or payments which may accrue hereunder, and shall not assign or transfer its rights, title or interests in this contract to any creditor, lien or judgment holder or other third party.

K. **WAIVER**: The failure to enforce any of the terms and conditions of this Agreement by either of the parties hereto shall not be deemed a waiver of any other right or privilege under this Agreement or a waiver of the right to thereafter claim damages for any deficiencies resulting from any misrepresentation, breach of warranty, or non-fulfillment of any obligation of any other party hereto. In order for there to be a waiver of any term or condition of this Agreement, such waiver must be in writing and signed by the party making the waiver.

L. **SEVERABILITY**: Should any provision to this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of the Agreement.

M. **CAPTIONS**: The captions herein are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement or affect of the terms or provisions hereof.

ARTICLE V: WARRANTIES

A. **NON SOLICITATION**: The undersigned does hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of this Agreement by any conduct, including the paying or giving of any fee, commission, gift, gratuity or consideration of any kind, directly or indirectly, to any CITY employees, officers or officials.

B. **QUALIFICATIONS**. The CONTRACTOR does hereby warrant and represent that it is qualified by training and experience to perform the required services in the manner and on the terms and conditions set forth herein.

C. **ABILITY TO PERFORM**: The CONTRACTOR does hereby represent that it is ready, willing and able to perform all services in the time frame and as required by this Agreement, and that he and/or his subcontractors performing the work presently hold in good standing any and all necessary licenses for the lawful performance of said services within the State of New Jersey.

ARTICLE VI: INDEMNIFICATION

A. **GENERAL**: The CONTRACTOR agrees to protect, defend, indemnify and save harmless the CITY and its officers, directors, employees, agents, and other Proposers of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any and all losses, claims, actions, costs, expenses, judgment, subrogation or other expenses by reason of any death real or alleged injury or damage to the person or property of others arising out of or incidental to the performance of the terms of this contract by the CONTRACTOR, excluding any alleged loss, claim, judgment, subrogation or other expense that shall have been exclusively caused by the negligent or wrongful act or omission of the CITY.

B. **PREMISES**: If it becomes necessary for the CONTRACTOR, either as principal or by agent or employee, to enter upon the premises or property of the CITY or any third party, in order to perform the services required hereunder, the CONTRACTOR covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of happenings of any accidents, injuries, damages or hurt to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the CITY from the payment of all sums of money by reason of all, or any, such accidents, injuries, damages or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any municipal or CITY ordinance, regulations, or the laws of the State, or the United States, while the said work is in progress, excluding any alleged loss, claim, judgment, subrogation or other expense that shall have been exclusively caused by the negligent or wrongful act or omission of the CITY.

C. **ROYALTY, COPYRIGHTS, PATENTS**. The CONTRACTOR shall indemnify and save harmless the CITY against any and all claims for royalty, patent or copyright infringements or suits for information thereon which may be involved in the manufacture or use of the item to be furnished herein.

S. **SURVIVAL**. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and Services and termination or completion of the Agreement.

ARTICLE VII. INSURANCE

A. **COVERAGE**: CONTRACTOR shall purchase and maintain during the entire period of this Agreement insurance coverage either:

	As specified in the insurance requirements set forth in the Request for Proposal (Exhibit A); or
X	As specified in Appendix IV which is hereby incorporated into this agreement
	No insurance is required for this Agreement

B. **DOCUMENTATION**: CONTRACTOR must provide the CITY with a certificate of insurance in accordance with the requirements of either Exhibit A or Appendix II prior to the CITY'S execution of this Agreement and payment of invoices for services rendered under this Agreement.

ARTICLE VIII: REGULATORY REQUIREMENTS

A. **AFFIRMATIVE ACTION AND NON-DISCRIMINATION**: CONTRACTOR agrees to comply with the requirements of PL 1975 c. 127 (N.J.A.C. 17:27), which requirements are set forth in Appendix I which is attached hereto and incorporated herein.

B. **PREVAILING WAGE**: The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 (P.L. 1963, Chapter 150) is hereby made a part of every Agreement entered into by the CITY, except those Agreements which are not within the scope of the Act the successful CONTRACTOR and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls and documentation of compliance, and to permit onsite monitoring, including interviews with employees and review of subcontracts, by CITY representatives. The CONTRACTOR'S signature on this Agreement is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this bid are listed or are on record in the office of the Commissioner of the New Jersey State Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act. Every CONTRACTOR and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate of wages paid, hours worked, and total wages paid to each worker employed by him in connection with a public work project. The prevailing wage as published by the Department of Labor shall be noted on the payroll journal next to the actual wage rate paid. Payroll records shall be presented for a period of two years from the date of

payment.

C. **NON-DISCRIMINATION**: The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereunto, are hereby made a part of this Agreement and are binding upon them.

ARTICLE IX: DEFAULT

A. **WHAT CONSTITUTES DEFAULT**: A default under this agreement shall include but not be limited to any of the following events:

1. Bankruptcy or insolvency of CONTRACTOR, whether liquidating or non-liquidating;
2. Conviction of any principal of CONTRACTOR of any crime under the laws of the State of New Jersey or Federal laws, which, if committed by a public official, would disqualify that person from public employment;
3. Breach of any term of the Agreement by the CONTRACTOR or the CITY.
4. Abandonment or discontinuation of the work by CONTRACTOR without the express written permission of or direction by the CITY;
5. Failure of the CITY to make payments to the CONTRACTOR that are lawfully due and owing under this Contract, provided that such payments are not subject to any other reasonably valid offset, lien, claim or demand.
6. Failure of CONTRACTOR to pay its subcontractors and/or suppliers, or any governmental authority any sums that are legally due and owing that are related to provision of goods or services related to this project.
7. Assignment or subcontracting of the work or any part thereof or any monies due hereunder that is not authorized by the CITY as set forth in this Contract.
8. Failure of the CONTRACTOR to commence and diligently perform all required work and services within the time limits specified for such performance by the CITY.

B. **REMEDIES**: In the event of a default, the non-defaulting party shall be entitled to proceed with each and every remedy that may be available at law or in equity, including but not limited to: commencement of an action seeking specific performance, damages and termination of this agreement as provided in Section X herein. The commencement of any rights or remedies by either party shall not be deemed to preclude resort to any other rights or remedies that may be available to such party.

Prior to commencement of any right or remedy pursuant to this section, the party alleging a default shall provide the defaulting party with written notice and an opportunity to cure, which shall in no event extend beyond 30 days from the date of the alleged default's occurrence.

C. **CONTINUING THE WORK**: During the pendency of any dispute or disagreement, the CONTRACTOR shall carry on the Work and adhere to the progress schedule, and shall not abandon, slow down or terminate its work, and no Work shall be delayed or postponed pending resolution of any disputes or disagreements, unless this Agreement is Terminated or such deviation from the Work or Work Schedule is directed by the CITY.

X. TERMINATION OF CONTRACT:

A. **TERMINATION OF CONVENIENCE**: The CITY may terminate a Contract, in whole or in part, without showing cause, when the CITY determines that termination is in the best interest of the CITY.

B. **TERMINATION OF OWNER FOR CAUSE**: Without limitation upon any other right or remedy that may exist or be available to the CITY under the Contract Documents or generally as a matter of law or in equity, the CITY may terminate the contract upon the CONTRACTOR's failure or inability to perform in accordance with the terms and conditions set forth in this Contract, which shall include (but not be limited to):

- a) Persistent or repeated refusal or failure to supply enough skilled workers or proper materials;
- b) Failure to make payment to Subcontractors or suppliers for materials or labor, in accordance with the respective agreements between the CONTRACTOR and the subcontractor;
- c) Persistent disregard of laws, ordinances, rules, regulations, orders, levies or assessments of a public authority having jurisdiction; or
- d) Substantial breach of a provision of the contract documents.

C. **NOTICE OF TERMINATION**: The CITY may terminate the contract for cause or convenience after giving the CONTRACTOR and the CONTRACTOR's surety, if any, seven days' written notice of the Termination.

D. **EFFECT OF TERMINATION**: Upon the effective date of termination for cause or convenience, all work shall cease and the contract shall be deemed terminated. The CITY shall pay all costs incurred by the CONTRACTOR up to the date of termination, less any credits or setoffs that are due and owing to the CITY, as specified by the Contract

Documents. The CONTRACTOR will not be reimbursed for any anticipatory profits, or for any costs or expenses which have not been incurred for materials delivered or work performed for the CITY, at any time after the date of termination. In the event of a termination for cause, CITY's election to complete work shall not constitute a waiver of claims arising from the CONTRACTOR's default.

ARTICLE XI: ADDRESS FOR NOTICE

The address given below shall be the address of the representatives parties to which all notices and reports required by this Agreement shall be sent by mail:

City of Millville
Regina Burke, Administrative Clerk
12 South High Street
Post Office Box 609
Millville, New Jersey 08332

Gruccio, Pepper DeSanto & Ruth, PA
817 Landis Avenue
Post Office Box 1501
Vineland, New Jersey 08362-1501

Any notice or statement by any party shall be deemed to be sufficiently given when sent by prepaid certified mail return receipt requested, to any party at its address set forth hereinabove. This address shall remain in effect unless another address is substituted by written notice.

IN WITNESS WHEREOF, the parties hereto have duly signed and sealed this contract.

ATTEST:

CITY OF MILLVILLE:

Jeanne M. Hitchner, City Clerk

Michael Santiago, Mayor

ATTEST:

GRUCCIO, PEPPER, DeSANTO & RUTH, PA:

Witness/Affix Corporate Seal (if applicable)

APPENDIX I
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

GOODS, PROFESSIONAL SERVICE AND GENERAL 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 provision 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 to use 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 fo 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 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasurer /contract compliance](http://www.state.nj.us/treasurer/contract/compliance))

The CONTRACTOR and its subcontractors shall furnish such reports and 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 Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Name of Company: _____
Signature: _____
Name: _____
Title: _____
Date: _____

APPENDIX II

AMERICANS WITH DISABILITIES ACT OF 1990 GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS PURSUANT TO 42 U.S.C. SECTION 12101, et seq.

1. The CONTRACTOR and the Municipality do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the Act) (42 USC Section 12101 et seq.) that 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 Contract. In providing any aid, benefit, or service on behalf of the Municipality pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act.

2. In the event that the CONTRACTOR, its agents, servants, employees, or SubCONTRACTORS violate or are alleged to have violated the Act during the performance of this Contract, the CONTRACTOR shall defend the Municipality in any action or administrative proceeding commenced pursuant to the Act. The CONTRACTOR shall indemnify, protect, and save harmless the Municipality, 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 CONTRACTOR 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 Municipality's grievance procedure, the CONTRACTOR agrees to abide by the decision of the Municipality that is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Municipality, or if the Municipality incurs any expense to cure a violation of the Act that has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

4. It is expressly agreed and understood that any approval by the Municipality of the services provided by the CONTRACTOR pursuant to the contract will not relieve the

CONTRACTOR of the obligation to comply with the Act, and to defend, indemnify, protect, and save harmless the Municipality pursuant to this paragraph.

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

APPENDIX III

POLITICAL CONTRIBUTION DISCLOSURE

This contract has been awarded to CONTRACTOR based on the merits and abilities of CONTRACTOR to provide the goods or services described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that CONTRACTOR, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44- 16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Municipality/county if a member of that political party is serving in an elective public office of that Municipality/county when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that Municipality/county when the contract is awarded.

Sworn and Subscribed to before me this
_____ day of _____, 2020.

(Notary)

APPENDIX IV

SCHEDULE OF INSURANCE

A. Workers Compensation. To the extent such insurance is required by Title 34, statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

B. Errors and Omissions/Professional Liability. A minimum limit of liability of one million (\$1,000,000) dollars per incident and in annual aggregate.

Failure by the CONTRACTOR to supply such written evidence of required insurance and to maintain same for the duration of this contract shall result in default under this contract.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the Municipality. The CONTRACTOR shall take no action to cancel or materially change any of the insurance required under this Contract without the Municipality's prior approval. The maintenance of insurance under this section shall not relieve the CONTRACTOR of any liability greater than the limits or scope of the applicable insurance coverage.