

**AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the RAHWAY VALLEY SEWERAGE AUTHORITY, UNION AND MIDDLESEX COUNTIES, State of New Jersey, with its principal office at 1050 East Hazelwood Avenue, Rahway, New Jersey, hereinafter referred to as the "Authority"; and \_\_\_\_\_, with its principal office at \_\_\_\_\_, hereinafter referred to as the "Contractor".

**WITNESSETH:**

WHEREAS, the Authority is permitted to enter into contracts for professional services and extraordinary unspecifiable services without public bidding; and

WHEREAS, the Authority has determined to enter into a contract with a consultant to provide \_\_\_\_\_ services, Contract # \_\_\_\_\_, as more described in the attached Resolution # \_\_\_\_\_.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar to each of the parties in hand paid, receipt of which is hereby acknowledged and, in further consideration of the premises and mutual promises herein contained, the parties agree as follows:

**I. PARTS OF CONTRACT**

The parties agree that the terms and conditions contained in the following documents which comprise and are hereinafter called the contract documents are made part of this Agreement and are binding on all parties as if all conditions contained in the contract documents were set forth in this Agreement.

1. Agreement ("Contract") including but not limited:
  - a) Non-Disclosure Statement
  - b) Acknowledgement of Corporate Contractor
  - c) Affirmative Action Questionnaire and documentation of compliance
2. Resolution of Authority # \_\_\_\_\_
3. Any other documents attached hereto or requested
4. Request For Proposal, if applicable

**II. CONTRACT TIME**

Delivery under this Agreement shall be commenced upon written or oral notice to proceed and shall be completed as described in the contract documents (Saturday, Sundays, and legal holidays included). All time requirements in this Contract and the contract documents shall be deemed essential terms of this Agreement.

**III. SCOPE OF WORK**

The scope of work is as described in the Request For Proposal, the Contractor's proposal received \_\_\_\_\_, copy attached; and as stated in this contract. Contractor shall perform work according to the standard of care followed in the profession, that is, in a manner provided by similar contractors in like circumstances.

**IV. PRICES FOR WORK**

Contractor shall be paid an amount of \_\_\_\_\_ as further outlined in the RFP, proposal and resolution, for work performed by Contractor.

**V. CONTRACT DOCUMENTS**

The contract documents comprise the documents listed in Article I of this Agreement, entitled "PARTS OF CONTRACT". In the event that any provisions of one document conflict with the provisions of another document, the provision in the document first listed as follows shall govern, except as otherwise specifically stated:

1. Agreement ("Contract") including but not limited:
  - a) Non-Disclosure Statement
  - b) Acknowledgement of Corporate Contractor
  - c) Affirmative Action Questionnaire and documentation of compliance
2. Resolution of Authority # \_\_\_\_\_
3. Any other documents attached hereto or requested
4. Request For Proposal, if applicable

**VI. WAIVERS**

Neither the inspection by the Authority nor any of its agents, nor any orders, measurements, or certificates by the Authority or its agents, nor any order by the Authority for the payment of money nor payment for, nor acceptance of, the whole nor any part of the work performed for the Authority, nor any extension of time, shall operate as a waiver of any provisions of this Agreement, or of any power herein reserved to the Authority, or any right to damages herein provided, nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and in addition to all other suits, actions, or legal proceedings, the Authority shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this Agreement.

**VII. RESPONSIBILITY OF THE AUTHORITY**

The Authority or its authorized agents or employees shall decide any and all questions which may arise as to the quality and acceptability of the work performed,

interpretation of specifications, and all questions as to the acceptable fulfillment of the Agreement on the part of the Contractor.

**VIII. SUCCESSORS AND ASSIGNS**

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Authority and Contractor and (its) successors, assigns, and legal representatives. Neither the Authority nor Contractor shall have the right to assign, transfer, or sublet his (its) interests or obligations hereunder without prior written consent of the other party.

**IX. PAYMENT**

Contractor shall submit his (its) requisitions pursuant to the contract documents on Voucher Forms of the Authority (copy of which is enclosed and may be reproduced as necessary by the Contractor) in proper form to the Authority and payment thereof shall be conditioned upon Contractor complying with all the terms and conditions of the contract documents referred to herein.

The Contractor is responsible for advising the Authority at such time that the Contractor reaches 80% of the approved contract amount. The Contractor is also responsible for advising the Authority at that time if the Contractor anticipates exceeding the approved amount, if so by how much; and the reason for same. It is understood that the Authority's Board must pre-approve any additional money and/or work related to this contract.

**X. BIDDING DOCUMENTS AND AFFIRMATIVE ACTION**

Contractor shall comply in all respects with all bidding/request for proposal documents and will further comply with all requirements of N.J.S.A.-3-10:5-31 et seq., (N.J.S.A. 10:5-31 et. seq.). (See Affirmative Action Questionnaire)

**Procurement, Professional and Service Contracts**

During the performance of this contract, the Contractor agrees as follow: 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation. Such action 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 the 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 and all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The Contractor or Subcontractor, where applicable, will send to each labor union or representative of 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 worker's 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 the regulations promulgated by the State 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 attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the State Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the State Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as amended and supplemented from time to time.

The Contractor or Subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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.

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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor and its Subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

#### **XI. INDEMNIFICATION**

To the fullest extent permitted by law, you hereby agree to protect, defend, indemnify and hold the Authority, its affiliates and related corporate entities and any of their respective Officers, Directors, Employees and Agents, now and in the future, free and harmless from and against any and all claims, demands, causes of actions, suits or other litigation, including without limitation all costs thereof and reasonable attorney's fees of every kind and character, whether asserted by you or any other person on account of bodily or personal injury, death, damage to or loss of property, including the loss or use thereof (herein collectively referred to as "loss"), in any way occurring, incident to, arising out of, or in connection with, your work for the Authority. The Contractor's obligation to indemnify the Authority shall apply even if the loss is occasioned and/or caused by the Authority's own negligence or fault; however it shall not apply to losses which were caused by the sole negligence or sole fault of the Authority. Should any court be called upon to interpret this paragraph regarding indemnification of the Authority, it is specifically stated to be the intention of the parties hereto to have these terms interpreted in the broadest legal permissible fashion in favor of the Authority, and in such a way as to provide the Authority with the greatest possible protection, without any limitation to the obligations set forth herein; however recognizing that Contractor has no obligation if there is a determination by the trier of fact (judge, jury or arbitrator(s)) that the negligence or fault is solely that of the Authority. As clearly stated above, this indemnity shall extend to and include, but shall not be limited to, matters to which the Authority and you each may be alleged to be or found, jointly, severally or concurrently liable for negligence or other fault or liability arising from the same incident, accident or state of facts, but excluding the sole negligence or sole fault of the Authority.

## **XII. MEDIATION**

All disputes between the parties to this Agreement that cannot be amicably resolved shall proceed to mediation under the Mediation Rules of the American Arbitration Association. Each party to any mediation procedure shall be responsible for all of its own costs. The failure of any mediation procedure that takes place under this Agreement shall allow the parties to pursue any remedy that may exist at law and/or in equity.

## **XIII. INSURANCE**

Contractor shall provide general liability insurance with limits of Two Million (\$2,000,000.00) Dollars per occurrence and Professional Liability Coverage with limits of a minimum of Five Million (\$5,000,000.00) Dollars per occurrence for each policy. As it relates to the General Liability insurance, RVSA shall be named as an additional insured and non-contributory with RVSA's insurance. A certificate evidencing both general liability and professional liability coverage shall be submitted to the Authority prior to the Contractor commencing its work, along with an endorsement issued by the insurance company(ies) evidencing such coverage and additional insurance status.

## **XIV. WRITTEN NOTICE**

All notices, requests or other communications pursuant to this Agreement shall be in writing and shall be sent pursuant to this Agreement by U.S. First Class Mail, addressed as set forth above, except where the Authority determines that personal service is permissible and agrees to permit a limited waiver of this requirement.

## **XV. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and no amendment, modification or addendum to this Agreement shall be effective unless in writing dated subsequent to the date hereof and executed by the duly authorized officers of the respective parties. The requirements for such a writing shall apply to any waiver of the requirement of a written modification pursuant to this Article and this shall be deemed an essential term of the Agreement.

## **XVI. TERMINATION**

This Agreement shall be for a period of one year or as otherwise outlined in the attached Resolution, however, either party has the right to terminate this agreement notwithstanding anything otherwise contained in the contract upon 30 days written notice to the other party.

## **XVII. BUSINESS REGISTRATION & OTHER REQUIRED DOCUMENTS**

In conformance with P.L. 2004, c.57, every contractor is required to provide to the contracting agency, proof that they are a registered contractor with the State of

New Jersey by supplying a copy of their State of New Jersey Business Registration Certificate. Also required to be provided are their Federal Affirmative Action Plan or New Jersey Certificate of Approval for Affirmative Action, Iran Activity Statement, their Political Contributions Statement, and their Stockholder Disclosure Certification. These documents may have been provided with a response to an RFQ or RFP and if so, are already attached herein.

**XVIII. VALIDITY**

If any term or condition of this Agreement or any application of this Agreement shall be determined to be contrary to the laws of the State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.

IN WITNESS WHEREOF, the parties, by themselves or by their appropriate corporate officers and representatives, have hereunto set their/its hands and/or seals the day and year first written.

ATTEST:

RAHWAY VALLEY SEWERAGE AUTHORITY

\_\_\_\_\_

(Sign & Seal)

BY: \_\_\_\_\_

(Signature)

ATTEST OR WITNESS:

COMPANY NAME

\_\_\_\_\_

(Sign & Seal)

BY: \_\_\_\_\_

(Signature)

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Title)

w/Attachments: Non-Disclosure Agreement  
Acknowledgement Of Corporate Contractor  
Affirmative Action Questionnaire  
Contractor's Check List



**RAHWAY VALLEY SEWERAGE AUTHORITY**

**NON-DISCLOSURE AGREEMENT**

The Rahway Valley Sewerage Authority (Authority) does not have full or part time Professional Consultants on its staff. Thus, it has a need to hire said Professional as outlined in this Agreement, which will designate a specific professional to represent the Authority, on a consulting basis.

The "Individual" (and or "Firm") selected by the Authority and any persons working in or for his/her office, shall not disclose any information that is not considered "public information" regarding the Authority's business or affairs including, but not limited to, contracts, negotiations, meetings, litigation, minutes, etc. to anyone other than those persons or organizations previously approved in writing by the Authority. Regarding requests for "public information," the individual (and or "Firm") shall use its discretion as to whether or not it wishes to take the time to reply. The amount of time to reply should not exceed the point wherein the Authority will be charged the time it takes to reply. To avoid this, it will generally be best to refer the inquiries to the Authority.

If this agreement involves hiring of an attorney, the attorney (and or "Firm") shall be subject to the Rules of Professional Conduct as adopted by the New Jersey Supreme Court.

The individual and or any person working in or for the office, selected to represent the Authority shall work for the Authority on a consultant/client basis. If the individual or any person working in or for his/her office violates this Agreement, the Board of Commissioners of the Authority shall decide what action it wishes to take after appropriate deliberations.

AGREED TO BY: \_\_\_\_\_  
Name of "Individual" Date

AGREED TO BY: \_\_\_\_\_  
Name of "Firm" Date

Sworn to and subscribed  
before me this \_\_\_\_\_ day (Corporate Seal)  
of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Sign and Seal

\_\_\_\_\_  
Notary Public of the State of (Notary Seal)

\_\_\_\_\_, 20\_\_\_\_\_  
My Commissioner Expires

**ACKNOWLEDGEMENT OF CORPORATE CONTRACTOR**

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a notary public of, personally appeared \_\_\_\_\_ who, being by me duly sworn on his / her oath, deposes and makes proof to my satisfaction that he / she is the Secretary of \_\_\_\_\_, the Corporation named in the within Instrument, that \_\_\_\_\_ is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his / her name thereto as attesting witness.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Sign and Seal

(Notary Seal)

\_\_\_\_\_  
Notary Public of the State of

\_\_\_\_\_, 20\_\_\_\_  
My Commissioner Expires

**ACKNOWLEDGEMENT OF PARTNERSHIP**

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the subscriber, a notary public, personally appeared \_\_\_\_\_, who being by me duly sworn on his/her oath, deposed and makes proof to my satisfaction that he/she is a partner in the firm \_\_\_\_\_, the Partnership named in the within Instrument; that the execution, as well as the making of this Instrument, has been duly authorized by the partners of said Partnership; and said Instrument was signed by said Partner as and for the voluntary act and deed of said Partnership.

-----  
Partner

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Sign and Seal

(Notary Seal)

\_\_\_\_\_  
Notary Public of the State of

\_\_\_\_\_, 20\_\_\_\_  
My Commissioner Expires

**RAHWAY VALLEY SEWERAGE AUTHORITY**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Contract Number: \_\_\_\_\_ Proposer/Bidder: \_\_\_\_\_

**PART 1:**

into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder's Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the proposal, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the information below.

Name: \_\_\_\_\_ Relationship to Bidder: \_\_\_\_\_

Describe Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder's Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**RAHWAY VALLEY SEWERAGE AUTHORITY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN  
(Continued)**

**PART 3 - CERTIFICATION**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Rahway Valley Sewerage Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Rahway Valley Sewerage Authority and that the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR'S CHECKLIST**

- \_\_\_\_\_ SIGNED, SEALED, ATTESTED CONTRACT
- \_\_\_\_\_ SIGNED, SEALED, NOTARIZED NON-DISCLOSURE AGREEMENT
- \_\_\_\_\_ SIGNED, NOTARIZED ACKNOWLEDGEMENT OF CONTRACTOR
- \_\_\_\_\_ DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

\* The following documents were submitted with the proposal and are incorporated into this contract. If any document needs to be updated (i.e. Insurance coverage), please include updated forms with signed contract.

- \_\_\_\_\_ CERTIFICATES OF INSURANCE \*
- \_\_\_\_\_ BUSINESS REGISTRATION CERTIFICATE \*
- \_\_\_\_\_ SIGNED, AFFIRMATIVE ACTION FORM \*
- \_\_\_\_\_ LIST OF REPORTABLE POLITICAL CONTRIBUTIONS \*
- \_\_\_\_\_ CONTRACTORS CHECK LIST

COMPANY NAME

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Billing Guidelines Attached  
Updated 4/23/15  
/jg