

CONSULTING SERVICES AGREEMENT

dated as of _____, 2007

by and between

**NEWARK DOWNTOWN CORE REDEVELOPMENT
CORPORATION**

and

[fill in name of consultant]

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CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT dated as of _____, 2009 (hereinafter referred to as Agreement), is being entered into by the **NEWARK DOWNTOWN CORE REDEVELOPMENT CORPORATION** (hereinafter referred to as the Corporation), and **[fill in name of consultant]**, (hereinafter referred to as Consultant).

W I T N E S S E T H:

WHEREAS, the Corporation operates is the designated redevelopment entity charged with redeveloping Newark's downtown core, and more specifically, the areas in and around the Prudential Center; and

WHEREAS, the Corporation has determined there is a need for the retention of a **[type of consultant]** consultant for the purpose of **[what is reason for hiring consultant]**; and

WHEREAS, the Corporation issued a request for proposals (RFP) and a request for qualifications (RFQ) for the provision of **[type of consulting services]** consulting services to the Corporation; and

WHEREAS, Consultant responded to the RFP and RFQ and its proposal has been determined to be the best proposal submitted to the Corporation ; and

WHEREAS, Consultant is a **[describe consultant and where it is located]**; and

WHEREAS, Consultant proposes to provide first-class, expert, professional consulting services for the **[task to be done by consultant]**; and

WHEREAS, the Corporation has resolved to retain the services of Consultant and desires to enter into an agreement with Consultant to provide **[type of consulting services]** consulting services to Corporation ; and

WHEREAS, the Corporation and Consultant wish to execute this Agreement setting forth the rights, duties and obligations of the parties to each other.

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

ARTICLE I
DEFINITIONS

For the purpose of this Agreement, all of the recitals set forth above are incorporated herein by reference and, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article shall have the meanings assigned to them in this Article.

1.01 Singular terms shall include the plural, as well as the singular, and *vice versa*.

1.02 The term herein, hereof and hereunder, and other words of similar import, refer to this Agreement as a whole and not to any particular section or other subdivision.

1.03 The term person shall include any individual, corporation, partnership, joint venture, association, trust, unincorporated organization in any government, or any agency or political subdivision hereof.

1.04 The following words, terms and phrases wherever used in this Agreement shall, for the purpose of this Agreement, have the following meanings:

Agreement shall mean this Agreement, dated _____ 2009, between the Corporation and **[name of consultant]** as may be from time to time supplemented, modified or amended.

Corporation the Newark Downtown Core Redevelopment Corporation, a not-for-profit entity designated as the redevelopment entity for Newark's downtown core.

Consultant shall mean **[fill in consultant information]**

ARTICLE II
WORK AND SERVICES

2.01 Subject and Scope of Work. Consultant shall **[fill in brief description of work to be performed]**, in accordance with its proposal as accepted by the Corporation, the subject and the scope of which are set forth in Schedule A, annexed to and made a part of this Agreement. Upon receipt of a notice from the Corporation, Consultant agrees to proceed, perform and complete all the work and services in conformance with Schedule A. The work to be performed by Consultant shall be of an expert quality.

2.02 Term. Consultant's term shall be twelve (12) months. Upon receipt of a fully executed copy of this agreement, Consultant shall proceed, perform and complete all work and services in conformance with the Agreement to the satisfaction of the Corporation.

2.03 Staff and Facilities.

(A) Consultant agrees that it will at all times employ, maintain and assign to the performance of this Agreement a sufficient number of competent and qualified professional, technical and other personnel adequate and sufficient for the prompt and satisfactory performance of this Agreement.

(B) Any person employed in or assigned to the performance of work or services hereunder by Consultant shall be removed from such work or services upon notice from the Corporation's Chief Executive Officer (hereinafter referred to as the Chief Executive Officer).

(C) Consultant shall not employ the Corporation's employees in performance of this Agreement nor shall Consultant hire any employee of the Corporation until the expiration of one full year after the expiration or termination of this Agreement.

(D) Consultant agrees that it will at all times cooperate and coordinate its work with the work and requirements of the Corporation, the Chief Executive Officer and Corporation's personnel for the prompt performance of this Agreement.

(E) Consultant acknowledges that it may become aware of trade secrets, proprietary information or other confidential information of the Corporation. Consultant agrees that disclosure of any such information could cause irreparable harm to the Corporation. Consultant agrees that it shall protect all such trade secrets, proprietary information and/or confidential information and shall prevent its disclosure by any of its officers, directors, shareholders, employees, agents, representatives and others.

(F) Consultant agrees not to violate, cause or permit a violation of any labor agreement affecting the Corporation. Consultant agrees to perform all services required of it hereunder so as to prevent labor disputes involving the Corporation.

2.04 Supervision and Resident Direction

(A) Consultant agrees that a Principal Officer of Consultant will, at all times, have personal direction and charge of Consultant's work to be performed hereunder and be available for meetings with the Chief Executive Officer, the Chief Executive Officer's representatives or any other director or officer of the Corporation.

(B) Consultant agrees that any field office shall be under the immediate supervision and direction of a responsible resident manager, approved by the Chief Executive Officer and that such resident manager shall have full Corporation to meet with the Chief Executive Officer's representatives or any other director or officer of the Corporation to make agreements and commitments for and to bind Consultant in all matters relating to this Agreement or its performance.

(C) Consultant agrees that all necessary personnel and facilities of its principal office will be utilized for the performance of this Agreement.

(D) Nothing in this Article II, Section 2.04, shall be deemed or construed to revise, modify, diminish or impair the obligation of Consultant to furnish the services and to perform the work specified in Article II, Section 2.01.

ARTICLE III

AUTHORITY OF CHIEF EXECUTIVE OFFICER AND CONSULTANT

3.01 Chief Executive Officer. Consultant agrees that is will faithfully execute and promptly comply with the requirements and direction of the Chief Executive Officer.

3.02 Consultant. Consultant agrees that, in the performance of this Agreement, it is and will, at all times, remain an independent contractor. Consultant further agrees that is will not bind the Corporation, the Chief Executive Officer, or any other director, officer or employee of the Corporation except as authorized in writing by the Chief Executive Officer.

3.03 Employees of Consultant. During the performance of this Agreement, the parties hereto agree that neither Consultant nor any person in its employ, shall be deemed, construed or become an employee of the Corporation and that all instructions and directions given to Consultant or to any of its employees by the Corporation , the Chief Executive Officer, or any other director, officer or employee of the Corporation shall be for the general guidance of Consultant only.

ARTICLE IV

COMPENSATION OF CONSULTANT

4.01 Terms of Compensation. In consideration of the due and timely performance by Consultant of the work and services required under this Agreement, the Corporation agrees to pay and Consultant agrees to accept, as payment in full for all work performed and services rendered and all costs and expenses incurred. Each task must be authorized prior to beginning the work.. The task must also be authorized prior to any payment.

4.02 Periodic Statements. Whenever Consultant is entitled to any payment hereunder, Consultant shall present to the Corporation a verified statement, supported by such original or other records and receipts as the Corporation may request, all on the forms and in accordance with the payment and audit procedures of the Corporation, which statements shall, when applicable, set forth all items paid by Consultant for which reimbursement may be demanded hereunder.

ARTICLE V
SUBCONSULTANTS

5.01 Subconsultants. The Consultant may obtain by subcontract, subject to the written approval of the Chief Executive Officer, such supplemental professional and nonprofessional services of independent consultants as are necessary for the proper performance of this Agreement. Consultant acknowledges that the hiring of any subconsultant does not release Consultant from any obligations under this Agreement. Additionally, Consultant agrees that, in every and any subcontract, Consultant will require its subconsultant to (1) indemnify the Corporation to the same extent as provided herein, (2) obtain insurance in the types and amounts set forth in Article IX naming the Corporation as an additional insured and (3) comply with the provisions in Article VI.

5.02 Targeted Participation of Disadvantaged Business Enterprises. It is the policy of the Corporation that disadvantaged business enterprises (DBEs) shall have the maximum opportunity to participate in the performance of this Agreement. Consequently, Consultant shall comply with the following:

(A) New Jersey/Corporation's DBE Regulations. Regulations were promulgated jointly by the Department of Treasury and the Department of Commerce, Energy and Economic Development, under N.J.A.C. 17:14-1.1 et seq., to implement N.J.S.A. 52:32-17 et seq. and Executive Order No. 71, pertaining to small business participation in State purchases and contracts for construction, property and services. Pursuant to these regulations, the Corporation has set a target level of 25% participation by qualified small businesses (SBEs) as subconsultants for this Agreement.

(what is newark's policy on this).

(1) Consultant shall take all necessary and reasonable steps to ensure that small businesses have the maximum opportunity to compete for and perform subconsulting contracts. Consultant shall not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex in the award and performance of any subcontract under this Agreement.

(B) Federal DBE Regulations. In the performance of contracts or subcontracts financed in whole or in part with Federal Funds under this Agreement, Consultant shall fully comply with all applicable requirements of 49 C.F.R. Parts 23 and 26. Consultant shall take all necessary and reasonable steps to ensure that DBE have the maximum opportunity to participate in the performance of said contracts and subcontracts in accordance with 49 C.F.R. Parts 23 and 26.

(C) Failure of Consultant to carry out the requirements set forth in this Section shall constitute a material breach of this Agreement for which the Corporation may terminate this Agreement or pursue such other remedy as the Corporation deems appropriate.

ARTICLE VI
LEGAL AND PUBLIC RELATIONS

6.01 Personal Liability. In carrying out the provisions of this Agreement or in exercising or claiming to exercise any official power or Corporation, neither the Board of the Corporation, nor any of its directors, officers or employees shall have or incur any personal liability nor shall any claim of personal liability be asserted against any of them by Consultant or its agents.

6.02 Loss or Damage to Property of the Corporation. Consultant shall care for and protect all property of the Corporation which comes into the possession or custody of Consultant, and shall, at its own cost and expense, repair or restore any such property which is lost or damaged due to the negligence or default of Consultant, its agents or employees.

6.03 Compliance with All Laws. The Consultant or subconsultant shall, where applicable, observe and comply with all federal and state laws, rules and regulations and local ordinances, rules and regulations applicable to this contract including, but not limited to, the following:

(A) **New Jersey Law Against Discrimination.** Consultant is required to implement and maintain a specific Affirmative Action Compliance Program of Equal Employment Opportunity in support of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., and in accordance with the regulations promulgated by the State Treasurer of New Jersey pursuant to such law.

(1) The Corporation and Consultant agree to incorporate into this Agreement the mandatory language of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-7.4(a) and (b) promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, N.J.S.A. 10:5-31 et seq., and the Consultant or subconsultant, where applicable, agrees to comply fully with these regulations and the provisions of N.J.A.C. 17:27-3.4(a), as amended and supplemented from time to time.

(2) Consultant shall execute the Affirmative Action Agreement, Exhibit A, annexed to and made a part of this Agreement.

(3) Consultant shall submit a copy of the Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report).

(B) **Americans with Disabilities Act.** Consultant or subconsultant, where applicable, hereby agrees that the provisions of Title II of the Americans With Disabilities Act of 1990, 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 Corporation pursuant to this Agreement, Consultant agrees that its performance shall be in strict compliance with the Americans With Disabilities Act of 1990.

(C) Labor Law Requirements. Consultant specifically agrees that its execution of this Agreement binds it to the appropriate contract provisions required by the regulations of the United States Secretary of Labor and the New Jersey Department of Labor.

(D) Certification Regarding Lobbying. By execution of this Agreement, Consultant certifies, to the best of its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) Consultant shall require that the language of this certification be included in any agreements with subconsultants for work relating to this Agreement.

(4) This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code.

(5) Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(E) Standards Prohibiting Conflicts of Interest. The following prohibition on vendor activities shall apply to all contracts or purchase agreements made with the Corporation:

(1) No vendor shall 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 State, County, City, or Local officer or employee or special officer or employee, as defined by

under New Jersey Law, in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by New Jersey Law, of any such officer or employee, or any partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning under New Jersey Law.

(2) The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any officer or employee or special officer or employee from any vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards and/or Division of Local Government Services within the Department of Community Affairs.

(3) 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 officer or employee or special officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any public agency or any instrumentality 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 under New Jersey Law. Any relationship subject to this provision shall be reported in writing forthwith to the Executive Commission Ethical Standards and/or Division of Local Government Services within the Department of Community Affairs, which may grant a waiver of this restriction upon application of the officer or employee or special 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.

(4) No vendor shall influence, or attempt to influence or cause to be influenced, any officer or employee or special 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.

(5) No vendor shall cause or influence or attempt to cause or influence, any officer or employee or special 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.

(6) The provisions cited above in Section 6.03(E) shall not be construed to prohibit a officer or employee or special 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 subject to any published New Jersey ethical guidelines or statutory statements regarding same.

(F) Federal Funding Requirements. In all agreements in which the Federal Government participates financially through direct payments to the Corporation or indirect

payments to the Corporation through the New Jersey Department of Transportation or other agency of the State, Consultant and subconsultants shall comply with the following:

(1) General Provisions. Consultant will comply with all requirements imposed by the Federal Government concerning special requirements of law, program requirements and other administrative requirements.

(2) Regulation Requirements. Consultant hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements of 49 C.F.R. Part 18 (U.S. DOT Implementation of the Uniform Administrative Requirements for Governments or Common Rule) as they relate to the application, acceptance and use of Federal funds for a Federally-assisted project.

(3) Equal Employment Opportunity (EEOC).

(a) Consultant agrees to comply with Presidential Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the implementing regulations of the United States Department of Labor at 41 C.F.R. Chapter 60.

(b) Consultant agrees to ensure that its subconsultants will comply with the required EEOC provisions.

(c) Consultant further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap or age; and that it has an affirmative action plan consistent with the Uniform Guidelines on Employee Selection Procedures, 29 C.F.R. Part 1607, and the Affirmative Action Guidelines, 29 C.F.R. Part 1608.

(4) Copeland Act. Consultant shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3). This Act provides that each consultant or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of any public work to give up any part of the compensation to which said person is otherwise entitled.

(5) Davis-Bacon Act. Consultant shall comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to a-7) as supplemented by Department of Labor Regulations (29 C.F.R. Part 5). Under this Act, Consultant and subconsultants shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Consultant and subconsultants shall be required to

pay wages not less than once a week. The current prevailing wage determination issued by the Department of Labor shall be applicable.

(6) Contract Work Hours and Safety Standards Act. Consultant shall comply with sections 102, 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor Regulations (29 C.F.R. Part 5). Under Section 102 of this Act, Consultant and subconsultants shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 8 hours on any day or 40 hours in any workweek. Section 107 of this Act prohibits the Consultant or subconsultant from requiring any employee or agent to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the health or safety of the employee, as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials or articles ordinarily available on the open market or to contracts for the transportation or transmission of intelligence.

(7) Access to Records. The Corporation,, the State of New Jersey Department of Transportation, the Comptroller General of the United States or any other government entity as may be appropriate shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific grant program applicable to this Agreement for the purpose of making audits, examinations, excerpts and transcripts. Consultant must maintain all required records for three (3) years after the Corporation makes final payment and all other pending matters are closed.

(8) Clean Air and Water Acts. Consultant shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Presidential Executive Order No. 11738, and Environmental Protection Agency Regulations (14 C.F.R. Part 15).

(9) Nondiscrimination. Consultant hereby agrees to comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and related nondiscrimination provisions, acts, regulations, (49 C.F.R. Part 21), and laws which provide that no person in the United States shall, on grounds of race, color, national origin, sex, handicap or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which involves federal financial assistance. The specific requirements of the United States Department of Transportation's, (A.U.S. DOT≅), standard nondiscrimination and Civil Rights assurances (required by 49 C.F.R. Parts 21.5 and 21.7) are herein incorporated by reference and made a part of this Agreement.

(10) Rehabilitation Act. The Consultant shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education,

and Welfare (45 C.F.R. Parts 80, 81 and 84), promulgated under the foregoing statute. Consultant agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, shall be excluded from participation in, be denied the benefit of, or be subject to discrimination under any program or activity receiving Federal financial assistance, and that it shall take any measure necessary to give effect to this provision.

(11) Energy Conservation. Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

(12) Occupational Safety and Health Act of 1970. Consultant shall comply with all of the applicable provisions of the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970, 29 U.S.C. § 651 et seq., and observe the health and safety standards developed by the Department of Labor (29 C.F.R. Part 1910). Consultant must maintain up-to-date records of the required information as specified in the Recordkeeping Requirements pamphlet issued by the U.S. Department of Labor, Bureau of Labor Statistics or Occupational Safety and Health Administration.

(G) Insertion of Required Provisions. It is the intent and understanding of the parties hereto that each and every provision of New Jersey State Law and, when applicable, Federal Law required to be inserted herein shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and, if, through mistake or otherwise, any such provision is not inserted or is not inserted in correct form, then this Agreement shall forthwith be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.

6.04 Resolution of Disputes. In the event a dispute arises concerning the meaning of any term used in this Agreement or the work required to be performed under this Agreement, the dispute shall be decided by the Chief Executive Officer or his or her duly authorized representative after written notice thereof is provided to the Corporation, said notice shall include a particular statement of the grounds of the dispute. Consultant shall have ten (10) days after receipt of the decision in which to file a written appeal thereto. The pendency of any dispute shall not excuse or justify any interruption or delay in the Consultant's performance of this Agreement which shall proceed with due diligence.

6.05 Press Releases or Other Public Communications. Under no circumstances shall Consultant, its employees, agents, or subconsultants:

(A) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Corporation or the work and/or services being performed hereunder, unless the Consultant first obtains the written approval of the Corporation; such approval may be withheld if for any reason the Corporation believes that the publication of such information would be harmful to the public interest or is in any way undesirable; or

(B) Communicate in any way with any disinterested contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the work and/or services to be performed hereunder except upon prior written approval and instruction of the Corporation; or

(C) Represent, directly or indirectly, that any product or service provided by the Consultant or such parties has been approved or endorsed by the Corporation.

ARTICLE VII **CHANGES TO THE SCOPE OF WORK**

7.01 Work Change Orders. It is understood and agreed that the Corporation or its Chief Executive Officer may at any time make changes to the plans, specifications and scope of work, as set forth in Schedule A, by written change order. In such event, the Consultant agrees to sign the change order to evidence its agreement to the revision to the work. Such change order may increase or decrease the quantities of items and scope of work and may involve the addition of work different in character from that prescribed in this Agreement. If such changes cause an increase or decrease in the amount due under this Agreement or in the time required for its performance in the opinion of the Chief Executive Officer, an equitable adjustment will be made and the Chief Executive Officer will issue a change order accordingly.

7.02 Extra Work.

(A) If Consultant is of the opinion that any work Consultant has been directed to perform constitutes work beyond the scope of this Agreement, Consultant shall notify the Corporation in writing before performing the work requested. The failure of Consultant to provide said notice shall constitute conclusive proof that the requested work was within the scope of this Agreement. The Corporation shall be the sole judge as to whether or not any requested work is in fact beyond the scope of this Agreement.

(B) If the Corporation determines that such work is beyond the scope of this Agreement, it shall provide extra compensation to Consultant upon a fair and equitable basis. A supplemental agreement providing for such compensation shall be prepared and executed by the Corporation and Consultant and be approved by, when necessary, the appropriate State and Federal officials.

ARTICLE VIII **DISPOSITION OF WORK PRODUCT**

8.01 Work to Become the Property of the Corporation . All notes, designs, tracings, plans, maps, drawings, specifications, applications, computerized programs, reports and all other technical data of Consultant, which have been prepared as the result of this Agreement, shall become the property of the Corporation and the Corporation shall have unlimited use of all or any part thereof for any purpose, which includes the right to replicate, without Consultant

having any claim for additional compensation. All of the foregoing items shall be delivered to the Corporation upon demand and, in any event, upon completion of the work hereunder. The cover sheet of each document furnished to the Corporation by Consultant shall include the appropriate State and Federal Financial notices and the endorsement of Consultant.

8.02 Patent Rights and Copyrights. Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how data, and findings, shall be made available without cost to the State or its licensees and the applicable federal government agency for public use. No material prepared in connection with this Agreement shall be subject to copyright. The State and applicable federal government agency shall have the right to publish, distribute, disclose or otherwise use any material prepared under this Agreement.

ARTICLE IX **INSURANCE**

9.01 Consultant shall provide certificates of insurance evidencing the existence of all insurance required to be maintained prior to the inception of the term of this Agreement. Upon the failure of Consultant to maintain such insurance as provided herein, the Corporation, at its option, may take out such insurance and charge the cost thereof to Consultant plus seven (7%) percent, or the Corporation may give notice of a default hereunder pursuant to Article XII.

9.02 Consultant shall provide, pay for and maintain with companies satisfactory to the Corporation the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of New Jersey. The required policies of insurance shall be construed in accordance with the laws of the State of New Jersey. All liability policies shall provide that the Corporation is an additional insured as to the operations of Consultant under this Agreement and shall also provide the severability of interest provision. Sixty (60) days written notice by registered or certified mail shall be given the Corporation of any cancellation, intent not to renew, or reduction in the policies coverages, except in the application of the policy limits provisions. In the event of a reduction in any policy limit, Consultant shall take immediate steps to have it reinstated. All insurance coverages of Consultant shall be primary to any insurance or self-insurance programs carried by the Corporation as to the specific coverages provided to the Corporation in the policies required under this Agreement. The insurance coverages and limits required shall be evidenced by properly executed certificates of insurance on forms which are to be furnished by the Corporation. The certificate of insurance shall be personally or manually signed by the authorized representative of the insurance company shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the Corporation on a timely basis, if requested by the Corporation. The acceptance of delivery to the Corporation of any certificate of insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by the Corporation that its insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with these requirements.

9.03 The insurance coverages and limits required of Consultant under this Agreement are designed to meet the minimum requirements of the Corporation. They are not designed as a recommended insurance program for Consultant. Consultant alone shall be responsible for the sufficiency of its own insurance program. As to any question Consultant has concerning its exposure to loss under this Agreement or the possible insurance coverages needed therefore, it should seek professional assistance. If the general liability required herein is to be issued or renewed on a claims made form as opposed to the occurrence form, the retroactive date for coverage shall be no later than the commencement date of the occupancy or operations of Consultant and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (tail coverage) shall be unlimited.

9.04 Consultant shall furnish or require contractors to furnish satisfactory evidence of worker's compensation insurance, comprehensive commercial general liability insurance, comprehensive business auto liability insurance, and physical damage insurance, on a builder's risk form in the interest of Corporation endorsed thereon, in such amounts and in such a manner as Corporation may reasonably require. Corporation may require additional insurance for any alterations or improvements approved hereunder, in such limits as Corporation reasonably determines to be necessary.

9.05 All of the required insurance coverages shall be issued as required by law and shall be endorsed where necessary to comply with the minimum requirements contained herein. Renewal certificates of insurance on the Corporation's form shall be provided to the Corporation thirty (30) days prior to expiration of current coverages. Notwithstanding the foregoing, the wording of all policies, forms and endorsements must be acceptable to the Corporation. Should at any time Consultant not maintain the insurance coverages required, the Corporation may terminate or suspend this Agreement.

9.06 The following are the required insurance coverages and limits that shall be maintained by Consultant:

(A) Worker's Compensation and Employer's Liability Insurance shall be maintained by Consultant for all employees in accordance with the laws of the State of New Jersey. The limits of coverage shall not be less than:

Workers' Compensation - New Jersey Statutory Requirements;

\$500,000 each accident for bodily injury by accident;

\$500,000 each employee for bodily injury by disease; and

\$500,000 policy limit for bodily injury by disease.

(B) Commercial General Liability Insurance, including, but not limited to, premises, personal injury, contractual, independent contractors, property damage, completed operations and products. Said policy shall not exclude coverage for the XI (explosion), C (collapse) and U (underground) property damage liability exposures. The limits of coverage shall not be less than:

\$1,000,000 each occurrence;
\$1,000,000 personal and advertising injury;
\$2,000,000 general aggregate; and
\$1,000,000 products/completed operation aggregate.

(C) Business Auto Liability Insurance shall be maintained by Consultant for the ownership, maintenance and use of all owned, non-owned, leased, hired or rented vehicles. The limits of coverage shall not be less than:

\$1,000,000 per accident.

(D) Umbrella Excess Liability or Excess Liability Insurance or its equivalent with minimum limits of:

\$1,000,000 per occurrence;
\$1,000,000 aggregate for other than products/completed operations and auto liability; and
\$1,000,000 aggregate products/completed operations

(E) Professional Liability or Malpractice Insurance or its equivalent providing Errors and Omissions coverage shall be obtained and maintained by Consultant with a minimum limit of:

\$5,000,000 combined single limit.

(F) Fire Insurance and Valuable Papers and Records Insurance with extended coverage for the full insurance value of any plans, designs, drawings, specifications, documents or other property produced, furnished or utilized under this Agreement by the Consultant as well as work in progress. The benefits of all such insurance shall be made to extend expressly to the Corporation .

ARTICLE X **INDEMNIFICATION**

Consultant agrees to indemnify fully, save and hold harmless the Corporation, its Board Members, Directors, officers, employees, agents and representatives, from and against all losses, damages, claims, liabilities and causes of action of every kind, or character and nature, as well as costs and fees, including reasonable attorneys fees connected therewith, and the expense of the investigation thereof, based upon or arising out of damages or injuries to third persons or their property caused by the negligent acts or omissions of Consultant or anyone for whose acts they may be liable. The Corporation shall give to Consultant prompt and reasonable notice of any such claims or actions and Consultant shall have the right to investigate, compromise and defend the same to the extent of its own interest.

ARTICLE XI
RECORDS AND ACCOUNTS, INSPECTIONS AND AUDIT

11.01 Consultant's Records and Accounts. Consultant agrees to keep records and books of accounts showing the actual costs to and payments by it of all items of whatever nature for which reimbursement is authorized under the provisions of this Agreement. The system of accounting and the kind and detail of books and records shall be subject to the approval of the Corporation.

11.02 Inspection by the Corporation. The Corporation, or any of its directors, officers, employees or agents, designated for that purpose, shall, at all times, be afforded all necessary facilities, during business hours of all business days, for inspection of the work and services of the Consultant and at all times shall have access to any premises where any work or services may be carried on and performed and where any books, records, correspondences, drawings, receipts, vouchers, memoranda and other records and documents of the Consultant, pertaining to this Agreement, may be kept, with full facilities for inspection and copy thereof.

ARTICLE XII
TERMINATION

12.01 Default of Consultant. In the event that this Agreement or any part hereof has been abandoned, is unnecessarily delayed on the part of Consultant, or is not being performed satisfactorily, or Consultant is violating any provisions of this Agreement or is performing the same in bad faith as determined at the sole discretion of the Chief Executive Officer, the Chief Executive Officer may declare Consultant in default and notify him in writing to discontinue further performance of the Agreement. The Corporation shall recover the costs of completing the services under this Agreement by deducting such amounts of monies due or to become due to Consultant hereunder, and Consultant agrees to pay any deficiency in such recovery to the Corporation upon demand.

12.02 Termination in the Interest of the Corporation .

(A) This Agreement may be terminated by the Corporation upon forty-five (45) days written notice to Consultant, whenever the Corporation deems it advisable to do so in its own interest. Upon receipt of such notice from the Corporation, Consultant shall (but in the event of a partial termination, only to the extent of the work terminated), except as otherwise directed by the Corporation :

(1) Discontinue work under this Agreement on the date fixed for termination in the Notice of Termination.

(2) Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of the work and services until the date fixed for termination in the Notice of Termination.

(3) Cancel (or if so directed by the Corporation, transfer to the Corporation) as of the date fixed for termination or such earlier date as the Corporation may direct, all orders, subcontracts and agreements relating to the work and services and assign to the Corporation , in the manner and to the extent directed by the Corporation , all of the right, title and interest of Consultant under the orders, subcontracts and agreements so canceled or transferred.

(4) Settle and pay, to the extent directed or authorized by the Corporation , claims, commitments, liabilities and obligations arising out of or in connection with the performance or termination of the work and services of this Agreement or of any subcontract, order or agreement connected thereto.

(5) Transfer and deliver to the Corporation, in the manner, to the extent and at the times directed by the Corporation, the completed and uncompleted work, supplies, materials and other property produced as part of or acquired in the performance of the work and services under this Agreement.

(6) Take such action (whether before or after the termination date) as Consultant may deem necessary or as the Corporation may direct for the protection and preservation of property which is in the possession of Consultant and in which the Corporation has or may acquire an interest.

(B) Upon the occurrence of any of the following events or at anytime thereafter during the continuance thereof, the Corporation may terminate the rights of Consultant under this Agreement upon fifteen (15) days written notice, such termination to be effective upon the date specified in such notice:

(1) Consultant shall become insolvent or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

(2) By order of decree of a court Consultant shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of the creditors or by any of the stockholders of Consultant seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

(3) A petition under any part of the Federal bankruptcy laws, or an action under any present or future insolvency law or statute shall be filed against Consultant and shall not be dismissed within sixty (60) days after the filing thereof; or

(4) Except as may be provided in this Agreement, the interest of Consultant under this Agreement shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation; or

(5) Except as authorized by this Agreement, Consultant shall, without the prior written approval of the Corporation, become a successor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or

(6) Consultant shall fail to keep, perform and observe each and any other promise and agreement set forth in this Agreement on its part to be kept, performed or observed, within ten (10) days after receipt of notice of default thereunder from the Corporation (except where fulfillment of its obligation requires activity over a period of time and Consultant shall have commenced substantially to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues diligently such substantial performance without interruption, except for causes beyond its control).

(C) Consultant acknowledges that this Agreement is or may be subject to certain permits, exemptions or approvals heretofore issued by Federal State or local regulatory agencies, commissions or bodies. Without limiting the general rights of the Corporation under this Agreement, the Corporation shall have the right to terminate this Agreement upon thirty (30) days written notice to Consultant in the event that any such permit, exemption or approval is revoked or revised or in the event that the Corporation in its judgment determines that it would be uneconomical, impracticable, unfeasible, or not in the best interest of the Corporation or the public to comply with any such permit, exemption or approval or conditions thereof.

(D) Consultant acknowledges that the financial obligations of the Corporation under this Agreement are subject to, and contingent upon, the approvals of the Corporation's annual budgets, which make provision for the payments of the amounts set forth herein, as required by law and, as a result, the Corporation may cancel or terminate this Agreement by providing written notice to Consultant thirty (30) days prior to December 31 of each applicable year of the Agreement. In the event of such termination or cancellation, the Consultant shall be entitled to compensation for services performed up to the effective date of termination but Consultant expressly acknowledges that the Corporation shall have no obligation or liability to Consultant for any other compensation, damages, costs or expenses.

12.03 Payment Upon Termination in the Interest of the Corporation . In the event that this Agreement is terminated by the Corporation under the provisions of Article XII, the Corporation shall pay Consultant for such work that Consultant has performed in such amounts as the Corporation determines to be just and proper under all the circumstances. In no event shall Consultant's loss of anticipated profits or consequential damages be relevant in determining the amount of such payments. The Corporation shall not incur any liability beyond the date of

termination or cancellation for this Agreement unless otherwise agreed upon in writing by the parties.

12.04 No payment by the Corporation of any fees, charges or other monies, in whole or in part, for any period or periods after a default of any of the terms, agreements or conditions hereof to be performed, kept or observed by Consultant shall be deemed a waiver of any right on the part of the Corporation to terminate this Agreement.

12.05 No waiver by the Corporation of any default on the part of Consultant in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by Consultant shall be, or be construed to be, a waiver by the Corporation of any other or subsequent default in performance of any of the valid terms, agreements and conditions.

12.06 The rights of termination described above shall be in addition to any other rights of termination or cancellation provided for in this Agreement and in addition to any rights and remedies that the Corporation would have at law or in equity consequent to any breach of this Agreement by Consultant. The exercise by the Corporation of any right of termination shall be without prejudice to any other such rights and remedies.

ARTICLE XIII **SUCCESSORS OF THE PARTIES**

13.01 Assignment by Consultant.

(A) Consultant shall not transfer or assign any rights or privileges conferred upon Consultant by this Agreement without first obtaining the prior written consent of the Corporation; provided, however, that upon advance written notice to the Corporation the foregoing shall not apply to and shall not prevent the assignment of this Agreement to any corporation with which Consultant may merge or consolidate or which may succeed to a controlling interest in the business of Consultant or which is controlling, controlled by or under common control with Consultant.

(B) Notwithstanding any subcontract, operational agreement, assignment or other arrangement permitted by this section to the contrary, Consultant shall continue to be liable to the Corporation under each and every provision of this Agreement unless the Corporation shall otherwise indicate in writing directed to Consultant. Any assignment, sale, transfer, subcontract or operational agreement in violation of this section, or done other than as provided in this section, shall be null and void.

13.02 Assignment by the Corporation . The Corporation reserves the right to transfer and assign this Agreement to any other official department, agency, body or Corporation of the State of New Jersey and upon such assignment and written assumption of this Agreement by the assignee, the Corporation shall be relieved and discharged of all further liability hereunder and the assignee shall be deemed to be substituted as the Corporation hereunder in all respects, as if originally named as the Corporation under this Agreement.

13.03 Terms Binding Upon Successors. All the terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The provisions of this section shall not be deemed as a waiver of any of the conditions against assignment hereinbefore set forth.

ARTICLE XIV **GENERAL PROVISIONS**

14.01 Non-waiver. No waiver of default by either party of any of the terms, covenants, or conditions of this Agreement to be performed, kept, and observed by the other party shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and conditions to be performed, kept, and observed by the other party and shall not be deemed a waiver of any right on the part of the other party to cancel this Agreement as provided herein.

14.02 Rights Non-Exclusive. Notwithstanding anything herein contained that may be or appear to the contrary, this Agreement is limited to the provision of the consulting services set for in Schedule A and does not grant Consultant any rights, privileges, and licenses to provide consulting services beyond the scope of this Agreement.

14.03 No Individual Liability. No member, officer, agent, director, or employee of the Corporation or Consultant shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

14.04 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

14.05 Capacity to Execute. The individuals executing this Agreement personally warrant that they have full Corporation to execute this Agreement on behalf of the entity for whom they are acting herein.

14.06 Incorporation of Exhibits. All exhibits, attachments and schedules referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

14.07 Titles and Headings. The section and subsection titles or headings contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or extent of any provision of this Agreement.

14.08 Severability. In the event that any covenant, condition, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not materially prejudice either Corporation or Consultant in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

14.09 Approvals.

(A) Unless otherwise stated, whenever this Agreement calls for approval by the Corporation, such approval shall be evidenced by the written approval of the Chief Executive Officer or his or her authorized designee.

(B) Any approval required by either party to this Agreement shall not be unreasonably withheld or delayed.

14.10 Notice.

(A) All notices, requests, consents, and approvals served or given under this Agreement shall be served or given in writing by certified or registered mail. If intended for the Corporation, notices shall be delivered to:

William C. Crawley,
Chief Executive Officer
Newark Downtown Core Redevelopment Corporation
500 Broad Street, 6th Floor
Newark, New Jersey 07102

or to such other address as may be designated by the Corporation by written notice to Consultant.

B. Notices to Consultant shall be delivered to:

[Fill in Name and Address]

or to such other address as may be designated by Consultant by written notice to the Corporation

14.11 Agent For Service. It is expressly understood and agreed that if Consultant is not, or becomes no longer, a resident of the State of New Jersey, or is an association or partnership without a member or partner resident of said state, or is a foreign corporation not licensed to do business in the State of New Jersey, then in any such event, Consultant shall appoint an agent for the purpose of service of process in any court action between it and the Corporation arising out of or based upon this Agreement. Consultant shall immediately, within ten (10) days of execution of this Agreement or a change in residency, notify the Corporation, in writing, of the name and address of said agent. Such service shall be made as provided by the laws of the State of New Jersey for service upon a non-resident engaging in business in the State. It is further expressly agreed, covenanted, and stipulated that, if for any reason, such service of process is not possible, as an alternative method of service of process, Consultant may be

personally served out of the State of New Jersey by the registered mailing of such service at the address set forth in Section 14.10(B).

14.12 Governing Law. The Corporation and Consultant agree that this Agreement is made and to be performed in New Jersey and that the validity, interpretation, performance and enforcement of all duties, obligations, liabilities and terms of the Agreement shall be governed by and decided in accordance with the laws of the State of New Jersey without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction). The parties agree to submit to the jurisdiction of the Superior Court, State of New Jersey, within the County of Essex, or the United States District Court, Third Circuit, for the resolution of any dispute or controversy arising out of this Agreement.

14.13 Force Majeure. Except as herein provided, neither the Corporation nor Consultant shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations hereunder, by reason of fire, flood, strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, unusually severe weather conditions, riots, rebellion, sabotage, or any other similarly extreme circumstances for which it is not responsible or which are not within its control.

14.14 Entire Agreement. It is understood and agreed that this instrument contains the entire agreement between the parties hereto. It is further understood and agreed by Consultant that the Corporation and its agents have made no representations, promises or warranties with respect to this Agreement or the making or entry into this Agreement, except as expressly set forth herein and that no claim or liability or cause for termination shall be asserted by Consultant against the Corporation for, and the Corporation shall not be liable by reason of, the breach of any representations, promises or warranties not expressly stated to this Agreement. Except as otherwise specifically provided in this agreement, no amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

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

WITNESS AND ATTEST:

**NEWARK DOWNTOWN CORE
REDEVELOPMENT CORPORATION**

_____ By _____
WILLIAM C. CRAWLEY
Chief Executive Officer

WITNESS AND ATTEST:

[CONSULTANT]

_____ By _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

(SEAL)

EXHIBIT A **(revised 10/08)**
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 SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

The contractor or subcontractor, where applicable, will send to each labor union or representative 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 workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

SCHEDULE A