

**CUMBERLAND COUNTY UTILITIES AUTHORITY
STANDARD FORM OF CONTRACT**

Number C2-00004

THIS AGREEMENT, made the 1st day of February 2022 by and between, the **CUMBERLAND COUNTY UTILITIES AUTHORITY**, with offices located at 333 Water Street, Bridgeton, New Jersey 08302 (hereinafter called "Authority"), party of the First Part;

And, PCS, 1138 E. Chestnut Ave, Bldg. 3B, Vineland, NJ 08360, (hereinafter called "Contractor"), party of the Second Part;

WITNESSETH:

For and in consideration of the services to be supplied by Contractor and payment hereinafter specified and agreed to be made by the Authority, the parties herein agree as follows:

1. The Contractor shall and will provide the services in accordance with proposal submitted on December 14, 2021. Said proposal being hereby incorporated into and made a part of this Contract, directed to the Cumberland County Utilities Authority.
2. All services received pursuant to this Contract are subject to the inspection and approval of the Authority, or its designated agent. In the event of an ambiguity in any part of proposal and whether the services comply with the proposal, the Authority's determination of the meaning of the proposal shall prevail. If it shall be necessary to provide additional specifications to clarify any ambiguity, such additional specifications will be furnished by Authority and the parties hereto agree to conform to and abide by the same insofar as same may be consistent with the purpose and intent of this contract.
3. Contractor is not and shall not be considered in any respect an agent of or for the Authority in the performance of this Contract but is expressly stated to be an independent contractor.
4. Each party agrees to indemnify the other party hereto, and save harmless the other party and its officers, official, agents, servants and employees against and from any and all claims, suits and costs of every kind, type or description, and any and all damages and liability to which they may be subjected, by reason of injury to the person or property of third parties resulting from or in any way arising out of the negligent performance or lack of performance of this Agreement by the indemnifying party and its agents, employees, affiliates, successors and/or assigns.
5. Contractor shall abide by and comply with all appropriate provisions of law applicable to the provisions of this contract and of the services agreed to be performed and the goods and materials to be supplied. This contract and all of its provisions shall be construed under the laws of the State of New Jersey.

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6. For authorized services actually performed pursuant to this contract, Authority shall pay Contractor as set forth in Contractor's Proposal, said payments to be made in the manner and upon conditions as set forth in the proposal, after inspection and acceptance by the Authority or its designated representative.
7. No payment shall be made by Authority except for services actually performed and/or goods or materials actually delivered and only after submission to Authority of properly completed voucher forms together with such data as Authority may require in support thereof in accordance with the Authority's regular billing and payment procedure. Vouchers will be paid by the Authority within ten days after the regular monthly meeting at which the voucher has been approved. Approval of vouchers will not be unreasonably withheld provided, however, that the voucher was received at least ten days prior to the regular meeting of the Authority.
8. This Agreement may be terminated by AUTHORITY on thirty (30) days written notice to CONTRACTOR without cause, or by mutual written agreement of the parties, or by either party on ten (10) days written notice to the other in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
9. The use of subcontractors in the performance of any part of the contract is prohibited except by prior written acceptance and approval by the Cumberland County Utilities Authority.
10. 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. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not 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.

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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 **CUMBERLAND COUNTY** qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **NJSA 10:5-31 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **NJAC 17:27-5.2** or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17: 27-5.2.**

The contractor or subcontractor agrees to inform in writing 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, 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.

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 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 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

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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 (NJAC 17:27)**.

IN WITNESS WHEREOF, the parties hereto have duly executed this contract and sealed same or caused its seal to be affixed hereto.

CONTRACTOR

NAME **PCS**

ADDRESS **1138 E. Chestnut Ave., Building 3B, Vineland, NJ 08360**

SIGNATURE 

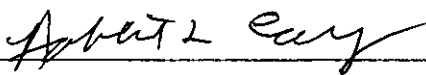
DATED 1/31/2022

WITNESS OR ATTEST:

BY 

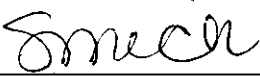
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CUMBERLAND COUNTY UTILITIES AUTHORITY

SIGNATURE 

DATED 2/3/22

WITNESS OR ATTEST:

BY 

(Corporate Seal)