

RIDER TO STV INCORPORATED CONTRACT

1. This Rider is an addendum to the Professional Services Agreement (“Agreement”). The Rider shall control. All other provisions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms contained in the Agreement and this Rider shall be resolved in favor this Rider.
2. Paragraph 6.1 of the Agreement is hereby deleted and replaced. There is no limitation to sue placed on the Client. This Agreement and any disputes arising under this Agreement or the performance of the services described therein shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex Vicinage for resolution of any and all claims arising out of or in connection with this Contract. The parties waive any right to a jury as to any and all issues.
3. STV will comply with and complete any documents, including pay to play disclosures, and provide same to Client prior to work beginning.
4. Payment/Work Schedule

Project must be complete in its entirety within 12 months of the date of the execution of this agreement at which time Client will pay STV in accordance with NJDOT regulations and/or requirements. During that year however, STV may submit invoices for services already rendered and billed proportionately and in accordance with Exhibit B (“Compensation Schedule”) to the Bid Proposal submitted by STV in or around October 2025.

5. Article 4 of the Agreement, “Indemnity, Liability and Insurance” is deleted and replaced with the following.

INDEMNIFICATION

STV shall defend, indemnify and hold harmless the Client, its agents, servants and administrators from and against any and all claims or actions at law, whether for personal injury, property damage or any other liability associated with the execution of the Agreement and the procurement of STV’s services associated with the same, including any costs of defense incurred by the Township and any payment, recoveries and judgment against the Township, which arise from any actions or omissions, its agents or employees in execution of the work and/or duties to be performed under the contract.

STV shall indemnify and hold harmless the Client for any claims arising from the procurement process pursuant to the Local Public Contract Law N.J.S.A. 40A:11-1 et seq. and or the pay to play laws N.J.S.A. 19:44A-1 et seq.

INSURANCE

Throughout the life of this Contract, the Construction Contractor shall pay for and maintain in full force and effect with an insurance company(s) (Company) approved by the New Jersey Department of Banking & Insurance to do business in the State of New Jersey and rated not less than "A- VIII" in Best Insurance Key Rating Guide, the following policies of insurance:

REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

Workers' Compensation:

Provided in the State of New Jersey and elsewhere as may be required and shall include:

a) Workers' Compensation Coverage: Statutory Requirements

Where applicable, if the Construction Contractor is lending or leasing its employees to the Township for the work under this contract (e.g. crane rental with operator), it is the Construction Contractor's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement.

b) Commercial General Liability:

STV shall secure and maintain such insurance from insurance company authorized to write casualty insurance in the State as will protect himself, his subcontractors, and the Client from claims for bodily injury, death or property damage which may arise from operations under this Contract. STV shall not commence work under this Contract until he has obtained all insurance required under this section and until he has filed a certificate of insurance with the Client. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the Client of intention to cancel. An endorsement showing the Township of West Orange to be additionally insured shall be included in all policies as follows: "The Township of West Orange, its officers, agents, servants, and employees, as their interest may appear, are covered by this policy". The amounts of such insurance shall not be less than the following:

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|----|----------------------------|--|
| a) | Injury or death | \$1,000,000 per occurrence/
\$2,000,000 aggregate |
| b) | Property Damage | \$250,000 per occurrence/
\$500,000 aggregate |
| c) | Fire and Extended Coverage | Equal to Bid Price |
| c) | Automobile Liability: | |

When autos are used in conjunction with contracts/agreements with Township, entity's coverage must include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"). If you do not have any Owned Vehicles, you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a standalone policy or endorsed onto the Commercial General Liability policy above (CA 0001). Minimum limits of liability:

- | | | |
|----|-----------------|-------------------------|
| a) | Injury or death | \$1,000,000 occurrence/ |
|----|-----------------|-------------------------|

- | | | |
|----|--|--|
| | | \$2,000,000 aggregate |
| b) | Property Damage | \$250,000 occurrence/
\$500,000 aggregate |
| c) | Contractor general liability
Including completed operations | \$1,000,000 occurrence/
\$2,000,000 aggregate |

All coverages shall be in a form and with insurers acceptable to Client.

STV shall ensure that insurance policies are endorsed to provide at least thirty (30) days written notice to Client prior to any material change or cancellation of coverage.

STV, prior to commencing any work, shall submit for review and approval, Certificates of Insurance to Client evidencing compliance with the above requirements.

Certificate of Insurance shall also list the Township of West Orange as additionally insured.

IN WITNESS WHEREOF, the Township and the Contractor have executed this Agreement as of the date first written above.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE,
MUNICIPAL CLERK

BY: _____
SUSAN McCARTNEY,
MAYOR

ATTEST:

STV INCORPORATED

[Print Name]

BY: _____
[Print Name]