

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
RIGGINS, INC.**

**THIS CONTRACT** is made effective the 10<sup>th</sup> day of **October, 2018**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **RIGGINS, INC.**, with a corporate address of 3938 S. Main Road, Vineland, NJ 08360, and a mailing address of P.O. Box 150, Millville, NJ 08332, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, U.S. Environmental Protection Agency Rule 40 C.F.R. Part 280 requires that all owners of underground storage tanks of hazardous substances regulated by N.J.S.A. 58:10A-21 et seq. and N.J.A.C. 7:14B, designate individuals referred to generally as Class A/B Operators who are trained and licensed according to these requirements; and

**WHEREAS**, the County maintains underground storage tanks at 1200 North Delsea Drive, Clayton, NJ and 45 Lenape Avenue, Mantua, NJ; and

**WHEREAS**, Contractor represents that it will provide individuals qualified to perform the necessary services pursuant to the terms and provisions of this contract and the Consulting Agreement attached hereto and referred to as Schedule A.

**NOW THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM**. This Contract shall be effective for a one-year period from October 10, 2018 to October 9, 2019.
2. **COMPENSATION**. Contractor shall be compensated \$11,400.00 for the provision of statutorily required consulting services as set forth at the "full service level" per Schedule A and as agreed upon between the parties.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in Schedule A, together with any other specifications issued by the County in connection with this contract.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this contract, the Contractor agrees as follows:

a. 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, sex, veteran status or military service. 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, sex, veteran status or military service. 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 non-discrimination clause.

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

c. The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. 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.

e. The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or

quasi-governmental entity in order to perform the services which are the subject of this Contract, then upon request by the County, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or permit held by Contractor, or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

a. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

b. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

c. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

d. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

e. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured for general liability.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that either party is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of

County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

19. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

21. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

22. **CONTRACT PARTS.** Attached hereto and incorporated herein is a Consulting Agreement (Schedule A) which provides detail as to the Contractor's obligations. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between the attachment and the specifications the specifications will control. If there is a conflict between the attachment or specifications and the contract, then this contract will control.

THIS CONTRACT is made effective the 10 day of Oct., 2018.

IN WITNESS WHEREOF, the Gloucester County Purchasing Agent, pursuant to authority granted to him and set forth in the County Administrative Code has executed this Agreement and Contractor's authorized representative has executed this Agreement on the date indicated herein.

ATTEST:

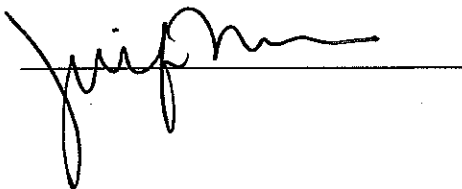
COUNTY OF GLOUCESTER

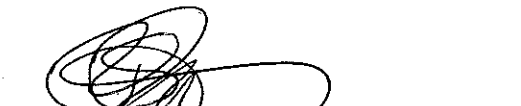
  
\_\_\_\_\_  
ANDREA LOMBARDI,  
PRINCIPAL PURCHASING ASSISTANT

  
\_\_\_\_\_  
PETER M. MERCANTI, DIRECTOR  
PURCHASING DEPARTMENT

ATTEST:

RIGGINS, INC.

  
\_\_\_\_\_

  
\_\_\_\_\_  
By: Paul Riggins  
Title: president

**SCHEDULE A**

## **CONSULTING AGREEMENT**

### **RIGGINS, INC.**

P.O. Box 150  
Millville, N.J. 08332  
("CONSULTANT")

#### **CUSTOMER:**

Name: County of Gloucester

Billing Address: 1200 N Delsea Dr., Bldg A, Clayton, NJ 08312

SITE Address: 1200 N Delsea Dr., Clayton, NJ and 45 Lenape Ave., Mantua

Site phone number: 856-468-2802

Cell phone number:

UST P.I. registration number: 004545 and 004544

U.S Environmental Protection Agency rules 40 C.F.R Part 280 requires that all owners of underground storage tanks of hazardous substances regulated by N.J.S.A. 58:10A-21 et seq. and N.J.A.C.7:14B to designate individuals who are trained according to these requirements (referred to generally as an "A/B Operator"). In order to meet these requirements the CONSULTANT agrees to provide A/B Operator services for the above referenced SITE. The term of this agreement is for one year starting on the date both parties execute this CONSULTING AGREEMENT. The General Terms and Conditions attached to this Agreement are incorporated into and made part of this Agreement, and all services of CONSULTANT are subject to those General Terms and Conditions.

As the A/B Operator the CONSULTANT agrees to perform the following:

#### **BASIC SERVICE LEVEL:**

One session will be conducted at the site where the following training will be conducted:

- Provide training of appropriate individuals to properly operate and maintain the UST system
- Review the required record keeping procedures
- Provide training to respond to emergencies caused by releases or spills from the UST system at the site
- Review financial responsibility and posting requirements
- Provide training in the general knowledge of the purpose, methods and function of:
  1. Spill and overfill prevention
  2. Release detection
  3. Corrosion protection
  4. Product and equipment compatibility and demonstration methods
  5. Notification and storage tank registration
  6. Temporary and permanent closure



- 7. Testing, inspecting, reporting and recordkeeping
- 8. Environmental and regulatory consequences of releases
- Provide training of the regulatory requirements applicable to the UST system including:
  1. Components of the UST system
  2. Materials of UST system components
  3. Methods of release detection and release prevention applied to the UST system
- Train Class C operators

After the training is provided, the CUSTOMER will be responsible for conducting inspections every 30 days and submitting the results of all inspections and testing to the CONSULTANT. If the CUSTOMER fails to perform the required inspections or submit results to the CONSULTANT, the CONSULTANT will have the option to terminate the AGREEMENT and remove the CONSULTANT from the CUSTOMER'S tank registration.

**FULL SERVICE LEVEL:**

In addition to all the service performed in the BASIC SERVICE LEVEL, the CONSULTANT will perform inspections every 30 days of the CUSTOMER'S site and maintain the records according to the State and Federal regulations.

**OPTIONAL ADDITIONAL SERVICE:**

In the event that the CUSTOMER wants to train new Class C operators the CONSULTANT will come to the CUSTOMER'S site and perform the training for up to four individuals.

**PRICING:**

**BASIC SERVICE LEVEL: \$3000 PER YEAR**

accepted     declined (check one)

**FULL SERVICE LEVEL: \$3000 PER YEAR FOR BASIC SERVICE PLUS \$350 PER MONTH**

accepted     declined (check one)

\$5100 due for 2018 (\$3000 + 700x3 months); \$6300 (700x9 months) due in 2019


**OPTIONAL ADDITIONAL SERVICE: \$125 PLUS \$25 FOR EACH PERSON OVER 4 PERSONS**

CERTAIN DUTIES OF CUSTOMER:

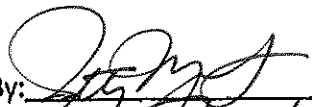
- CUSTOMER will provide personnel and equipment to open up every sump and spill bucket once every 30 days
- CUSTOMER will perform all cleaning and disposal of sumps and spill buckets
- CUSTOMER will provide all safety equipment, barricades, pry bars
- CUSTOMER'S Class C operators are not the employees of CONSULTANT
- CUSTOMER will provide and display proper signs in the vicinity of the dispensers and the tank fills with directions on what to do in case of a spill. The sign will include at a minimum: Emergency telephone numbers of local fire department, health department, NJDEP hotline 1-877-927-6337, site owner, A/B operator and other responsible parties; procedures to be followed in the event of a spill or discharge; procedures to address alarms associated with release detection equipment; the name and phone number of any retained LSRP, these signs can be provided and installed by CONSULTANT for \$250
- If CONSULTANT becomes aware of any deficiency in CUSTOMER'S compliance with A/B Operator requirements that may compromise the SITE's regulatory status, CONSULTANT shall notify CUSTOMER and provide CUSTOMER instructions and a timeline in which CUSTOMER must cure the deficiency. If CUSTOMER fails to timely comply with such instructions, the CONSULTANT will have the option to terminate the AGREEMENT and remove the CONSULTANT from the CUSTOMER'S tank registration.
- CUSTOMER agrees to provide its cooperation, and the cooperation of its employees, to CONSULTANT, and to comply with all necessary instructions and directions of CONSULTANT, in connection with CONSULTANT'S services hereunder.

In order to proceed, please return to CONSULTANT a signed copy of this Agreement, along with the fee for the service level you selected.

CONSULTANT:  
RIGGINS, INC.

By:   
Date: 10/11/18

CUSTOMER:

By:   
Print Name: PETER MERCANTI  
Date: 10-15-18

## GENERAL TERMS AND CONDITIONS

1. CUSTOMER shall provide CONSULTANT all pertinent background information related to the SITE. CONSULTANT may rely on all information provided to it, and CUSTOMER waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss arising, or allegedly arising, from errors, omissions or inaccuracies in documents or other information provided to CONSULTANT by sources which may include, but are not limited to, CUSTOMER, and agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of, or otherwise regarding, any such claim.
2. CUSTOMER hereby grants CONSULTANT an unlimited right to access to the SITE if owned by CUSTOMER. If the SITE is owned by a third-party, CUSTOMER shall be responsible to obtain written permission from the SITE owner for CONSULTANT to access the SITE as needed to perform CONSULTANT'S services hereunder.
3. It is understood and agreed that in providing services under this Agreement CONSULTANT has no express or implied right, obligation or duty to undertake any remediation work or obligations involving or related to Hazardous Materials. Any and all such work or obligations are the sole responsibility of CUSTOMER. CUSTOMER agrees to hold harmless, indemnify and defend CONSULTANT from and against any and all claims, losses, damages, liabilities and costs arising, or allegedly arising, out of or in any way connected with the presence, discharge, release, or escape of contaminants or Hazardous Materials of any kind, or environmental liability of any nature or in any manner related to the SITE or the services performed by CONSULTANT under this Agreement, including the failure to discover any Hazardous Materials which exist in, on, above, beneath, about or which have migrated onto, or under, the SITE. CUSTOMER'S contractual obligation to so indemnify, defend and hold CONSULTANT harmless shall survive the completion, expiration or termination of this Agreement.
4. CUSTOMER is responsible for its own employees' activities on the SITE. Neither this Agreement, nor the presence of CONSULTANT or its employees and/or subcontractors shall be construed to imply that CONSULTANT has responsibility for the methods of work performance, superintendence, or safety of others in, on, or about the SITE. The relationship of CONSULTANT and CUSTOMER is that of independent contractors.
5. NO WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY CONSULTANT IN ENTERING INTO THIS AGREEMENT OR PROVIDING SERVICES TO CUSTOMER; SPECIFICALLY, CONSULTANT MAKES NO WARRANTY WITH RESPECT TO GOODS, PRODUCTS, LABOR OR SERVICES, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO GOODS, PRODUCTS, LABOR AND SERVICES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
6. IF CUSTOMER fails to comply with CUSTOMER'S obligations under this Agreement, CONSULTANT, at its option, shall be entitled to discontinue performing any further services for Customer. Upon any such discontinuance, no payment, or any portion of any payment, made by CUSTOMER to CONSULTANT pursuant to this Agreement shall be refundable to CUSTOMER. Additionally, CONSULTANT may sue CUSTOMER for any damages and enforcement expenses incurred by CONSULTANT in connection with CUSTOMER'S failure to comply with this Agreement. Such enforcement expenses shall include, but shall not be limited to, the cost of the time devoted by CONSULTANT'S officers, directors, employees and agents devoted to such proceeding and CONSULTANT'S related expenses, determined in accordance with CONSULTANT'S prevailing fee schedule and expense reimbursement policy, attorneys' fees and court costs. Interest shall accrue and be payable at the rate of two percent (2%) per month on any amounts payable by CUSTOMER under this Agreement which are not received by CONSULTANT within five (5) days of the due date. In addition, in the event that any payment is not received by CONSULTANT within thirty (30) days after the date upon which such payment became due and payable, CUSTOMER shall pay to CONSULTANT a late charge equal to five percent (5%) of the original amount of such payment to compensate CONSULTANT for the time, effort and expense associated with handling such past due payment. The interest and late

charges described herein shall be due and payable immediately and without demand by CONSULTANT, and shall apply to all payments and amounts payable by CUSTOMER under this Agreement, including, without limitation, payments for goods or services provided by CONSULTANT, fees, or any financial obligation of CUSTOMER under this Agreement that, due to CUSTOMER'S default, CONSULTANT has incurred.

7. To the fullest extent permitted by law, CUSTOMER will limit any and all liabilities, claims for damages, costs of defense, and/or expenses to be levied against CONSULTANT (whether by CUSTOMER or by any other person or entity) on account of any and all defects, errors, omissions, negligence and other claims and liabilities to the amount actually paid in compensation to CONSULTANT or paid under CONSULTANT'S insurance policies, whichever is greater. CUSTOMER shall defend, indemnify and hold CONSULTANT harmless from any claim or liability in excess of this amount.
8. To the fullest extent permitted by law, CUSTOMER agrees to indemnify, defend and hold harmless CONSULTANT and its subcontractors, agents, officers, directors and employees or any of them from and against all claims, liabilities, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from any release or threatened release of Hazardous Materials that existed at the SITE, prior to or after the commencement of CONSULTANT'S work. Without limiting the generality of the foregoing, the above indemnification extends to claims resulting from: (i) CUSTOMER'S violation or alleged violation of any federal, state or local statute, regulation or ordinance relating to the storage, handling or disposal of Hazardous Materials, including, without limitation, the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11, and the New Jersey Underground Storage Tank law N.J.S.A. 13:1D et seq.; (ii) CUSTOMER'S undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of Hazardous Materials found or identified at the site; (iii) Hazardous Materials introduced at the site by CUSTOMER or third persons before or after the completion of services herein; (iv) CUSTOMER'S failure to comply with any law, rule or regulation.
9. CUSTOMER shall name CONSULTANT as an additional insured on CUSTOMER'S insurance policies that insure against injury to property and persons, which types and amounts of insurance shall be subject to CONSULTANT'S review and approval. CUSTOMER shall provide a certificate of such insurance to CONSULTANT prior to CONSULTANT commencing any services. CUSTOMER shall indemnify, defend and hold CONSULTANT harmless from any claims, causes of action, damages, costs, expenses, fines or other damages for property damage, bodily injury or death arising out of or relating to CUSTOMER'S acts or omissions, or the acts or omissions of any third-party on the SITE or entering or exiting the SITE.
10. CONSULTANT'S services may be interrupted due to causes beyond its control. CUSTOMER shall not hold CONSULTANT responsible for damages or delays in performance caused by Acts of God or other circumstances. For purposes of this Agreement, Acts of God and other circumstances beyond the control of CONSULTANT include, but are not limited to, unusual weather; floods; epidemics; war; riots; strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; denial of or impediment to, site access; insufficient or incomplete delivery of information requested from CUSTOMER, regulatory agencies or third parties; or inability, despite reasonable diligence, to obtain personnel, equipment or material for the project.
11. The terms and conditions of this Agreement and the legal relationship between CONSULTANT and CUSTOMER shall be governed by and construed in accordance with the internal laws of the State of New Jersey, without regard to conflicts of law principles. Any legal action or proceeding with respect to this Agreement may be brought only in the Superior Court of the State of New Jersey, Cumberland County, or the United States District Court for the District of New Jersey in Camden, New Jersey, and the parties accept the exclusive jurisdiction and venue of such courts. The parties to this Agreement irrevocably waive, in connection with any such action or proceeding, any objection, including without limitation any objection to the laying of venue based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction and venue.