

**NJHMFA SUMMARY
ADDENDUM TO CONTRACT**

WHEREAS, the New Jersey Housing and Mortgage Finance Agency ("NJHMFA" or the "Agency") is a body corporate and politic created in, but not of, the Department of Community Affairs pursuant to the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended, N.J.S.A. 55:14K-1, *et seq.*, with a place of business at 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085 and

WHEREAS,

("Contractor") whose address is

, entered into a Contract dated

, 202 (the "Contract"); and

WHEREAS, the Agency and Contractor desire to amend the Contract as described in this Summary Addendum and to incorporate by reference certain provisions of law and policy as they relate to contracts with the Agency; and

WHEREAS, Contractor represents that it has read, understood and agreed to each of the provisions of law or policy described below and as the same are more fully set forth in the NJHMFA Standard Contract Addendum (the "Contract Addendum"), attached as Exhibit "A" and/or which are available for inspection on the NJHMFA website at: <https://www.nj.gov/dca/hmfa/about/procurement/index.shtml>.

NOW THEREFORE, it is agreed that the Contract is amended to include and to incorporate by reference each of the aforementioned NJHMFA Standard Contract Addendum provisions, which are summarized generally below. The following provisions, which are set forth more fully in the NJHMFA Standard Contract Addendum, are hereby added to the Contract and fully incorporated therein:

- 1.0 **CONFLICTS OF INTEREST:** 1.1. **Ethical Standards:** *No Gifts; Undue Influence*: N.J.S.A. 52:34-19; E.O. 189 (1988); 31 U.S.C. 1352; **Non-employment of Agency Personnel**: N.J.S.A. 52:13D-17, *et seq.*; 1.2. **Pay to Play Prohibitions**: N.J.S.A. 19:44A-20.13, *et seq.*; N.J.S.A. 19:44A-20.21; E.O. 333 (2023); 1.3. **Political Contribution Disclosure**: N.J.S.A. 19:44A-20.27.
- 2.0 **EQUAL OPPORTUNITY; EQUAL PAY:** 2.1. **Law Against Discrimination**; 2.2. **Equal Employment**: N.J.S.A. 10:5-31, *et seq.* **Non-Discrimination**: N.J.S.A. 10:5-31, *et seq.*; N.J.A.C. 17:27; **Termination of Contract; Penalties**: N.J.S.A. 10:2-1, *et seq.*; 2.3. **Americans with Disabilities Act**, 42 U.S.C. 12101, *et seq.*; **Persons with Disabilities**, 41 CFR 60-741; 2.4. **Equal Opportunity: Veterans**, 41 CFR 60-300; 2.5. **Equal Pay**: N.J.S.A. 10:5-12; 2.6. **Equal Opportunity/Affirmative Action** (contracts for goods and services): N.J.S.A. 10:5-31 and N.J.A.C. 17:27; 2.7/2.8. **Small Businesses/Minority/ Women/Veteran-Owned Businesses**: E.O. 34 (2006); E.O. 151 (2009); (Set-aside Contracts Only) N.J.A.C. 17:13-4.2, *et seq.* and 17:14-4.2, *et seq.*
- 3.0 **BUILDING SERVICES:** (Building Services Only) 3.1. **State Building Services Contracts Act**: N.J.S.A. 34:11-56.58, *et seq.* & N.J.A.C. 12:64-1.1, *et seq.*; 3.2. **Service Worker Retention Law**: N.J.S.A. 34:21-16, *et seq.*; 3.3. **New Jersey Prevailing Wage Act**, N.J.S.A. 34:11-56.25, *et seq.*
- 4.0 **GENERAL COMPLIANCE:** 4.1. **New Jersey Business Registration Required**: N.J.S.A. 52:32-44; **Sales Tax**, N.J.S.A. 54:32B-1, *et seq.*; 4.2. **Public Works Contractor Registration Act, Contractor and Subcontractors**: N.J.S.A. 34:11-56.48, *et seq.*; N.J.S.A. 34:11-56.55; 4.3. **Ownership Disclosure**: N.J.S.A. 52:25-24.2; 4.4. **Prohibited Activities in Iran, Russia or Belarus**: N.J.S.A. 52:32-58; P.L. 2022, c.3; 4.5. **Worker & Community Right to Know Act**: N.J.S.A. 34:5A-1, *et seq.*, N.J.A.C. 8:59-1.1, *et seq.*; 4.6. **Buy American**: N.J.S.A. 52:32-1; 4.7. **Services to be Performed in the U.S.**: N.J.S.A. 52:34-13.2; E.O. 129 (2004); 4.8. **Debarment/Suspension**: *Contractors and Subs not debarred or suspended*, E.O. 34 (1976); E.O. 189 (1988); 4.9. **Laws and Regulations**: *Contractor and Subs responsible for compliance with all Federal, State and local laws, rules and regulations*.
- 5.0 **SET-OFF FOR TAXES:** N.J.S.A. 54:49-19.

6.0 **DOCUMENTS/RETENTION:** **6.1 OPRA:** *All documents are, with limited exception, subject to public disclosure under OPRA (N.J.S.A. 47:1A-1, et seq.).* **6.2** *Documents must be retained for five years.*

7.0 **Reserved.**

8.0 **CLAIMS:** **8.1. Applicability of Contractual Liability Act,** N.J.S.A. 59:13-1, et seq. (except § 9) notwithstanding “sue and be sued” status”; **N.J. Tort Claims Act,** N.J.S.A. 59:1-1, et seq.; *Statute of Limitations applies unaltered*; **8.2. NJHMFA not required to arbitrate;** **8.3. No indemnification by NJHMFA.** **8.4. N.J. Law and Venue:** *N.J. Law governs; All litigation to occur in N.J.*

9.0 **No Modification Unless in Writing.**

10.0 **CONTRACT CONSTRUCTION:** *Award Letter and Agency form of contract governs.* In the event of a conflict between this Summary Addendum and the Standard Contract Addendum, the Standard Contract Addendum shall govern. In the event of a conflict between the NJHMFA Standard Contract Addendum and the underlying Contract, or with any documents prepared by Contractor, the NJHMFA Standard Contract Addendum shall govern, except where expressly stated as an exception and agreed in writing.

11.0 **Counterparts:** This document may be signed in counterparts.

Contractor acknowledges and understands that this Summary Addendum is a summary only of the terms and conditions more fully set forth in the NJHMFA Standard Contract Addendum attached as Exhibit “A” and/or which is available for inspection on the NJHMFA website at:
<https://www.nj.gov/dca/hmfa/about/procurement/index.shtml> .

By signing this Summary Addendum, Contractor expressly agrees to the specific provisions set forth more fully in the NJHMFA Standard Contract Addendum, and which are hereby fully incorporated by reference in any contract with the Agency.

IN WITNESS WHEREOF, the undersigned have executed this Summary Addendum as of _____, 202__

Date:

WITNESS/ATTEST:

CONTRACTOR: _____

By: _____

(Title)

Date:

WITNESS/ATTEST:

NEW JERSEY HOUSING AND MORTGAGE FINANCE
AGENCY

By: _____