

**NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST
AGREEMENT FOR TECHNICAL AND ENGINEERING OVERSIGHT
CONSULTING SERVICES**

This Agreement made and entered into on or about this 8th day of January, 2014 between the New Jersey Environmental Infrastructure Trust hereinafter referred to as the TRUST and Grant Thornton LLP hereinafter referred to as the FIRM.

WHEREAS, the TRUST desires to engage the FIRM to provide Technical and Engineering Oversight Consulting Services, which include but are not limited to the scope of services set forth in the Engagement Query for Services dated November 4, 2013, and Addendum #1 dated November 13, 2013; and

WHEREAS, the FIRM has submitted a proposal dated November 19, 2013 to provide such services and represents that it is qualified by training and experience to perform the required services in the manner and on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties hereto covenant and agree as follows:

ARTICLE I

A. The FIRM shall provide the required services in accordance with the terms, conditions, specifications, and scope of the work set forth in:

1. Engagement Query for Services dated November 4, 2013, Addendum #1 dated November 13, 2013, the State of New Jersey Standard Terms and Conditions, and related materials attached and enclosed with the Engagement Query for Services; and
2. FIRM'S proposal dated November 19, 2013;
3. Executive Director David Zimmer's e-mail to Tamara Anger and Karin Whitwood dated December 17, 2013 informing Grant Thornton of its successful bid;

The aforementioned documents are hereby incorporated by reference into this contract as if set forth in their full text herein.

B. In the event that there exists a conflict in terms, conditions, specifications, or scope of work among the Engagement Query for Services, as amended by Addendum 1, the FIRM'S

proposal, the Executive Director's e-mail of December 17, 2013, the State of New Jersey Standard Terms and Conditions and this Agreement, this Agreement shall prevail.

C. The TRUST'S obligations hereunder are contingent upon the availability of assessed or appropriated funds from which payment for contract purposes can be made in accordance with the provisions of the Environmental Infrastructure Trust Act, N.J.S.A. 58:11B-1 et seq. (the "Act"). No legal liability on the part of the TRUST for payment of any money shall arise unless and until funds are available each year to the TRUST from administrative fees or loan surcharges lawfully assessed against local government units or otherwise made available each year to the TRUST by the Legislature as may be required by the Act.

D. The FIRM shall maintain accounting records and other evidence pertaining to costs incurred on the project and shall make the records available to the TRUST at all reasonable times during the contract period and for two full years from the date of the final payment. These records are subject to audit by the TRUST.

E. Ownership of all data, material and documentation originated and prepared for the TRUST pursuant to this Agreement shall belong exclusively to the TRUST. All such data, materials or documentation shall be delivered to the TRUST without any additional charge upon demand after termination of the Agreement, except as otherwise provided under the terms of this Agreement.

F. Except as otherwise permitted by this Agreement, the FIRM shall not publish, permit to be published, or distribute, use or disclose to anyone for public consumption, any information which it acquires in performance of the Agreement, without prior written consent of the TRUST.

G. The TRUST and the FIRM each reserve the right to terminate this contract, provided written notice has been given to the other party at the address set forth in Article VI at least thirty (30) days prior to such proposed termination date.

ARTICLE II

A. In full consideration of all services to be performed under this Agreement, the FIRM shall be compensated in accordance with the compensation schedule set forth in the FIRM'S bid proposal submitted November 19, 2013.

B. Invoices must be submitted to the Executive Director of the TRUST before any payments will be made to the FIRM.

C. The FIRM must submit supporting evidence with the invoices identifying the project task and indicating among other things the actual time by employee (on an hourly basis) devoted to the project for which billing is submitted. All disbursements shall be itemized.

D. It is the responsibility of the TRUST to ascertain that services have been performed in a proper and satisfactory manner in accordance with the terms and conditions set forth in the Agreement prior to the approval of such invoices. However, approval of invoices for payment by the TRUST shall not constitute a release or waiver of any claim the TRUST has or may have for latent defects or errors or other breaches of this Agreement on the part of the FIRM, or any claims for breach of warranty, negligence or misconduct.

E. The FIRM shall be compensated for actual services performed and disbursements made in accordance with the terms of this ARTICLE.

F. Final payment shall be withheld by the TRUST until all services under this Agreement have been performed in a manner satisfactory to the TRUST and upon submission of any final report if stipulated in the supporting documentation.

G. The FIRM agrees that it shall be directly responsible to and shall submit drafts, reports, and other documents and information or other production items contracted for to the TRUST, at the address indicated in ARTICLE VI, for approval on behalf of the TRUST before any payments are made in accordance with the terms of this ARTICLE II.

ARTICLE III

A. This Agreement shall commence as of January 8, 2014 and continue in full force and effect until November 8, 2016 or at the option of the TRUST except as otherwise set forth in this Agreement.

B. The TRUST and the FIRM reserve the right to extend the term of this Agreement for additional periods of one year or less. Such extensions shall be offered by the TRUST in writing not less than 30 days prior to the termination of the initial term of the Agreement. Acceptance of any extensions by the FIRM is to be in writing and must be on file in the TRUST'S office within 5 days of the date of such offer of extension. In the event the Agreement is extended, all of the original terms will remain in effect for the extended period, except as otherwise agreed upon by the parties at the time of extension.

C. In the event of the termination of this Agreement, as provided in Article I, the FIRM shall furnish to the Executive Director of the TRUST such report or reports as he may require, based upon work completed under the provisions of this Agreement. The FIRM shall not be compensated for the time necessary to prepare such reports as may be required under this provision.

ARTICLE IV

A. The FIRM'S status shall be that of any independent principal and not as agent or employee of the TRUST.

B. The FIRM agrees not to assign this Agreement or any monies due hereunder, or enter into any subagreement under this Agreement, without the prior written approval of the TRUST.

C. The FIRM agrees that in the performance of this Agreement it will obey, abide and comply with the applicable Federal and State laws and regulations.

D. If incorporated in a state other than the State of New Jersey, the FIRM shall promptly file with the Secretary of the State any documents required in order to do business in the STATE OF NEW JERSEY and shall otherwise comply with the provisions of the laws of the STATE OF NEW JERSEY in that regard.

E. This Agreement shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

F. If it becomes necessary for the FIRM, either as principal or by agent, to enter upon the premises or property of the TRUST or the State of New Jersey for any purpose whatsoever pursuant to this Agreement, the FIRM hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of happenings of any accidents, injuries or damages to any person or property in connection with performance of the services under this Agreement, and to be responsible for, and to indemnify and save harmless the TRUST and the State of New Jersey from the payment of all sums of money, including the cost of defense, by reason of all, or any, such accidents, injuries or damages that may happen in connection with the performance of services under this Agreement.

The FIRM shall be responsible for and shall indemnify and hold the TRUST and State harmless for all fines, penalties and losses incurred, including the cost of defense, for or by reason of the violation of any local, State or Federal ordinance, regulation, or law, in connection with the performance of said services.

The FIRM will maintain sufficient insurance to indemnify the TRUST and the State of New Jersey and the members, officers and employees of the TRUST and State against any claim for loss, damage or injury to property or persons arising out of the performance of the FIRM or its subcontractors, employees and agents of the services contemplated by the Agreement and the use, misuse or failure of any equipment or machinery used by the FIRM or its subcontractors, employees or agents, and shall if requested provide certificates of such insurance to the TRUST. The FIRM shall also carry errors and omissions, professional liability and/or professional liability malpractice insurance sufficient to protect the FIRM from any liability arising out of the professional obligations performed pursuant to this Agreement.

The FIRM shall defend, indemnify and otherwise hold harmless the TRUST, its directors, officers and employees, and any officers and employees of the State of New Jersey authorized to

render services to the TRUST, from any and all claims or actions at law of any and all kinds or nature including the costs of defense (1) which arise from acts or omissions whether negligent or not of the FIRM or its agents, employees, servants, subcontractors, materialmen or others working for or on behalf of the FIRM, irrespective of whether such risks are directly within the control of the FIRM, or (2) which arise from any failure to perform the FIRM'S obligations under this Agreement or any improper performance of said obligations.

It is expressly agreed and understood that any approval by the TRUST of the services performed and/or reports or other production items provided by the FIRM shall not operate to limit the obligations of the FIRM assumed in this Agreement. Furthermore, the FIRM expressly understands and agrees that the provisions of the preceding indemnification clause shall in no way limit the FIRM'S obligations assumed in this Agreement, nor shall they be construed to relieve the FIRM from any liability, nor preclude the TRUST from taking any other actions available to it under any other provisions of this Agreement or otherwise at law. The FIRM will be liable to the TRUST for any reasonable costs incurred by the TRUST to correct, modify or redesign any technical information or production item submitted by the FIRM that is found to be defective or not in accordance with the provisions of this Agreement as a result of negligent act, error or omission on the part of the FIRM, its officers, agents, servants, employees, consultants or subcontractors. The FIRM shall be given a reasonable opportunity to correct any deficiency.

The FIRM's liability to the TRUST for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 500 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the TRUST and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;
2. The FIRM's breach of its obligations of confidentiality; and,
3. FIRM's liability with respect to any claim by the Trust for indemnification relating to intellectual property.

The FIRM's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the State of NJ Standard Terms and Conditions.

The FIRM shall not be liable for special, consequential, or incidental damages.

G. During the performance of this Agreement, the FIRM agrees as follows:

1. The FIRM will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The FIRM will take affirmative action to ensure that 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 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 FIRM agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The FIRM shall insert a similar provision in all subcontracts.

2. The FIRM will, in all solicitations or advertisements for employees placed by or on behalf of the FIRM, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin ancestry, marital status or sex;

3. The FIRM 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 advising the labor union or worker's representative of the FIRM'S commitments under this Agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

H. The FIRM hereby agrees that the TRUST shall be the sole and exclusive owner of all right, title and interest in and to any technology or works of authorship (collectively, referred to herein as the "Technology") developed by the FIRM pursuant to this temporary staffing agreement, and all derivative works thereof, and the sole owner of all intellectual property rights associated with the Technology, including any and all copyrights, patents, trademarks, trade secrets, and other proprietary rights therein. Ownership of the Technology and all associated intellectual property rights shall be vested in the FIRM from the date of creation of the Technology, and, to the extent that the Technology constitutes copyrightable subject matter, the Technology shall be deemed to be "works made for hire" within the meaning of the Copyright Act of 1976, as amended.

To the extent any rights in the Technology, including any and all intellectual property rights associated therewith, are deemed under any applicable law to vest initially with the FIRM, the FIRM hereby assigns to the TRUST all right, title, and interest in and to the Technology and all related intellectual property rights, without further consideration, free from any claim, lien for balance due, or rights of retention thereof on the part of the FIRM. The FIRM shall fully disclose and deliver the object code and source code (if applicable) for the Technology to the TRUST, promptly upon creation or fixation in a tangible medium of expression, and shall promptly, upon the TRUST's request, execute and deliver any and all lawful, worldwide patent, copyright, or other applications, assignments, and other documents that the TRUST may request for protecting the Technology.

I. The FIRM hereby agrees to comply with the provision of N.J.S.A. 10:2-1 through 10:2-4 and P.L. 1975, c. 127 (N.J.S.A. 10:5-31 et seq.) and the Rules and Regulations promulgated pursuant thereunto.

J. The FIRM does hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the STATE OF NEW JERSEY and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of this Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly, or indirectly, to any State employee, officer or official or to any Special State officer or employee as defined in N.J.S.A. 52:13D-13.

K. The FIRM warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the FIRM for the purpose of securing business.

L. Unless it has already done so as part of its response to the RFP, the FIRM agrees to complete the attached Stockholder Disclosure Form before executing this Agreement.

M. It is agreed and understood that the TRUST reserves the right under this Agreement to determine whether a conflict of interest or the appearance of a conflict of interest exists which would under State law adversely affect the Agreement, or would otherwise be contrary to the best interest of the TRUST and the State of New Jersey.

N. The FIRM and TRUST agree that any claims asserted against the TRUST shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. (except for section 9 of the Contractual Liability Act, N.J.S.A. 59:13-9), notwithstanding that the Contractual Liability Act is not applicable by its provisions to claims arising under contracts with the TRUST.

O. The FIRM does hereby warrant and represent that it is qualified by training and experience to perform the required services in the manner and on the terms and conditions set forth herein.

P. Invalidation of any one of the provisions of this Agreement, by judgment or court order, shall in no way affect any other provisions herein contained, which provisions shall remain in full force and effect.

Q. This Agreement may only be amended, modified or supplemented in writing consented to by the parties hereto.

R. This Agreement may be executed by the parties hereto in two counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart, which together shall constitute but one and the same Agreement.

S. For the purpose of this Agreement, "Confidential Information" shall mean all confidential and proprietary information disclosed prior to, as of and following the date of this Agreement, concerning the Technology and/or any services provided to the TRUST by the FIRM, including, without limitation, all financial information, potential customers, business plans, forecasts, marketing plans, processes, procedures, designs, drawings, documents, software (including object code and source code), diagrams, flowcharts, technical documentation, and any and all other information; marketing materials, product concepts, and in each instance whether disclosed in writing or orally.

T. All Confidential Information:

a. shall not be copied, distributed, disclosed, modified or disseminated in any way to any third party by the FIRM without the prior written consent of the TRUST, except in response to a court order, subpoena, administrative process or request from an accounting oversight body, which may be withheld in the TRUST'S sole discretion;

b. shall be maintained in confidence, and may only be disclosed to those employees, consultants and legal representatives of the FIRM (collectively, "FIRM Agents") who have a need to know such Confidential Information, and provided further that all such FIRM Agents have been advised of the confidentiality obligations imposed hereby, and have agreed in writing to be so bound; and

c. shall not be used by the FIRM for its own benefit, nor for the benefit of any third party, for any purposes except as those uses expressly permitted by this Agreement.

U. The obligations of paragraph T shall not apply to any information that:

a. is already in the public domain at the time of disclosure or becomes available to the public through no breach of this Agreement by the FIRM or any FIRM Agent; or

b. was, as between the FIRM and the TRUST, lawfully within the FIRM'S possession prior to receipt from the TRUST without obligation of confidentiality.

For purposes of this paragraph U, Confidential Information shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components or a combination thereof are now known to the public. Additionally, if the FIRM receives a subpoena or other order from a court or other governing body with jurisdiction demanding disclosure of Confidential Information, the FIRM shall immediately notify the TRUST, affording the TRUST the opportunity to challenge the sought disclosure, with which effort the FIRM shall cooperate at the TRUST'S expense.

V. The FIRM shall take all precautions, at least as great as the precautions it takes to protect its own most confidential information, but no less than reasonable care, to keep confidential the Confidential Information.

W. Unless mutually agreed otherwise in writing, the parties hereto agree that no representations or warranties of any kind are given by the TRUST with respect to the Confidential Information or any use thereof. In no way will the foregoing limit the TRUST'S right of recourse against the FIRM for disclosure, use or retention of Confidential Information in violation of this Agreement.

X. The FIRM acknowledges and agrees that: (a) the Confidential Information is proprietary to and valuable information of the TRUST, and (b) the TRUST derives economic value from the Confidential Information not being generally known to other persons who can obtain economic value from its disclosure or use. The FIRM agrees that any breach of this Agreement may cause immediate and irreparable harm to the TRUST, for which monetary damages would be inadequate or difficult to ascertain. The FIRM therefore agrees that upon the existence of any such breach or threatened breach, the TRUST shall be entitled to immediately seek a temporary restraining order and a permanent injunction as well as any other appropriate equitable relief from any court having jurisdiction over the matter,, provided that prior to seeking equitable or injunctive relief, the non-breaching party will notify the breaching party of its intent to seek equitable or injunctive relief and attempt to resolve the breach before seeking equitable or injunctive relief. This paragraph will not limit the TRUST'S right to obtain monetary damages in addition to such equitable relief.

Y. The FIRM'S obligations hereunder with respect to each item of Confidential Information shall remain in full force and effect notwithstanding the termination of this Agreement or the negotiations contemplated herein for any reason. Upon such termination or sooner upon request from the TRUST, the FIRM shall immediately return all Confidential Information to the TRUST, including all copies, excerpts, extracts, summaries or analyses thereof or therefrom, regardless of the media on or in which such Confidential Information was received or maintained, including without limitation those provided to the FIRM Agents.

Z. For the term of this Agreement, and for a period of time extending two (2) years from the dates of either (a) satisfaction or (b) termination of this Agreement, neither party to this Agreement shall solicit, recruit, employ, or offer to employ any employee of the other party.

ARTICLE V

In accordance with Public Law 2005, Chapter 92, the FIRM covenants and agrees that all services performed under this Agreement by the FIRM shall be performed within the United States of America.

Pursuant to Public Law 2005 (Chapter 51) State departments, agencies and authorities are precluded from awarding contracts exceeding \$17,500 to vendors who make certain political contributions on and after October 15, 2004, to avoid any appearance that the selection of State FIRMS is based on the FIRMS' political contributions. The FIRM agrees to complete the attached

Chapter 51 Disclosure Form (Exhibit B), execute, and submit same with this Agreement to the Trust. Chapter 51 also requires the disclosure of all contributions to any political organization organized under 26 U.S.C. 527 that also meet the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. If the FIRM fails to fully comply with Chapter 51 upon contract execution, this contract is void *ab inito*, as a material defect that invalidates this Agreement. If the FIRM solicits or makes any Chapter 51 political contributions prior to the completion of this Contract, such act shall constitute a material breach of this Agreement.

Pursuant to Public Law 2005, Chapter 271 (Chapter 271) the FIRM is required to disclose its (and its principals') political contributions within the immediately preceding twelve (12) month period as set forth in the attached Chapter 271 disclosure statement. The FIRM agrees to complete the attached Chapter 271 Disclosure Form (Exhibit C) execute, and submit same with this Agreement to the Trust. The FIRM also has a continuing duty to immediately report any Chapter 271 political contributions it makes during the term of this Agreement to the TRUST. The FIRM will not be precluded from entering a contract with the TRUST by virtue of the information provided in the Chapter 271 disclosure provided the form is fully and accurately completed. If the FIRM fails to fully comply with Chapter 271 upon contract execution, this Agreement is void *ab inito*, as a material defect that invalidates this Agreement.

The FIRM represents and warrants that all information, certifications and disclosure statements previously provided in connection with Public Law 2005, Chapter 51 and Executive Order No. 117 (2008) ("EO 117"), are true and correct as of the date hereof and all such statements have been made with full knowledge that the TRUST and the State of New Jersey (the "State") will rely upon the truth of the statements contained therein in engaging FIRM. The FIRM agrees that it shall maintain continued compliance with Public Law 2005, Chapter 51, EO 117 and regulations promulgated thereunder during the term of this Agreement. The FIRM acknowledges that upon its failure to make required filings thereunder or the making of a contribution prohibited thereunder, the Trust may terminate this Agreement and any remedies available to the Trust may be exercised against FIRM at law or in equity.

Please also be advised of your responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271 section 3) if the FIRM receives contracts in excess of \$50,000 from a public entity during a calendar year. It is the FIRM'S responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or www.elec.state.nj.us.

The FIRM represents and warrants that it has complied with the requirements of N.J.S.A. 52:32-58 and have filed a certification with the Trust that it is not identified on the list of persons engaging in investment activities in Iran.

ARTICLE VI

The addresses given below shall be the addresses of the representative parties to which notices and reports required by this Agreement shall be sent by mail:

For The FIRM: KARIN WHITWOOD
Contracting Officer
Grant Thornton LLP
333 John Carlyle Street, Suite 500
Alexandria, VA 22314


For the TRUST: DAVID E. ZIMMER, CFA
Executive Director
New Jersey Environmental Infrastructure Trust
3131 Princeton Pike, Building 4, Suite 216
Lawrenceville, NJ 08648

IN WITNESS WHEREOF, the parties, hereto have caused this Agreement to be executed by these duly authorized representatives as of the dates indicated.

Witness:

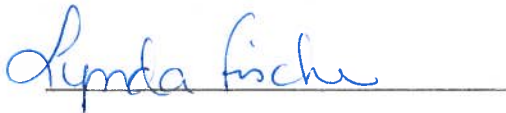


GRANT THORNTON LLP

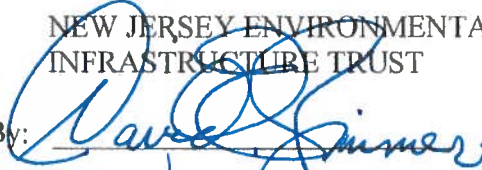
By: 

Dated: 1/8/2014

Witness:



NEW JERSEY ENVIRONMENTAL
INFRASTRUCTURE TRUST

By: 

Dated: 1/8/14

Approved as to form only:

ATTORNEY GENERAL
STATE OF NEW JERSEY

By: Clifford T. Poner
Deputy Attorney General

Dated: 1/9/2014