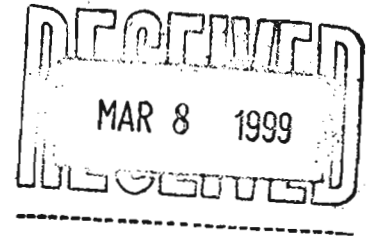




State of New Jersey

DEPARTMENT OF TRANSPORTATION  
P.O.Box 600  
Trenton, New Jersey 08625-0600



CHRISTINE TODD WHITMAN  
*Governor*

JAMES WEINSTEIN  
*Commissioner*

February 23, 1999

Terrence D. Moore, Executive Director  
The Pinelands Commission  
PO Box 7  
New Lisbon, NJ 08064

RE: Pinelands Signage, Exhibits and Orientation Program, Phase 2  
1997 Transportation Enhancement  
Federal Project Number STP-A00S(050)CON

Dear Mr. Moore:

Enclosed for your records is a fully executed copy of the agreement between The Pinelands Commission and the Department of Transportation for the Pinelands Signage, Exhibits and Orientation Program, Phase 2.

If you should have any questions, please feel free to contact Mr. Vincent S. Masciandaro at 609-866-4975.

Sincerely,

James J. Snyder  
Manager, District 4  
Local Government Services

Project: Pinelands Interpretive Plan, Phase 2

AGREEMENT

Project: Development of Pinelands visitor contact station at Double Trouble State Park; creation of orientation maps, exhibits, brochures and second set of wayside exhibits to supplement Phase I of the Pinelands Interpretive Plan

This Agreement is made as of the 14<sup>th</sup> day of August, 1998,  
by and between the Pinelands Commission ("Recipient") and the Department of Transportation of the State of New Jersey ("State")

WITNESSETH:

WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act ("ISTEA") which encourages activities that enhance the nation's transportation systems; and

WHEREAS, transportation enhancement activities include the construction of bicycle and pedestrian facilities, the implementation of scenic and landscaping programs and the preservation of historic sites; and

WHEREAS, ISTEA authorizes the application of ten percent of its Surface Transportation Program funds for such transportation enhancement projects; and

WHEREAS, the State has solicited proposals for utilization of fiscal year 1997 enhancement program funds from a broad range of governmental agencies and private interest groups; and

WHEREAS, Recipient has submitted a proposal for the development of a Pinelands visitor contact station at Double Trouble State Park as well as creation of orientation maps, exhibits, brochures and a second set of wayside exhibits to supplement Phase I of the Pinelands Interpretive Plan; and

WHEREAS, the State has determined that the Project proposed by Recipient will enhance the travel experience; and

WHEREAS, the State has awarded Recipient \$974,000 in enhancement program funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein,

Recipient and the State hereby agree as follows:

1. Description of the Project

Implementation of Pinelands Interpretive Plan, Phase II includes:

- (1) Development of Double Trouble State Park Pinelands visitor contact station.
- (2) Development of orientation maps of the Pinelands and of Double Trouble State Park that can be used in exhibits and brochures.
- (3) Creation of other orientation exhibits, brochures, and videos.
- (4) Creation of a second set of exterior interpretive wayside exhibits to supplement those of Phase I of the Pinelands Interpretive Plan.

2. Plans and Specifications

2.1 Recipient shall prepare, or have prepared, plans, specifications and estimates for the Project and shall submit them to the State for the State's review. The State shall approve the plans and specifications if they conform with the Project description set forth in Section One above.

2.2 Upon approval of the plans and specifications by the State, the State shall designate a resident engineer who shall be empowered to represent the State in connection with the administration of the Project.

3. Project Work

3.1 Recipient shall use its best efforts to complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.

3.2 Recipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to Project Work.

3.3 If Recipient and its partners do not, themselves, perform Project Work, it shall solicit bids for the work in accordance with all federal and state laws, rules and regulations applicable to public bidding. Upon receipt of bids from responsible contractors, Recipient shall select the contractor submitting the lowest responsive bid and shall furnish the name of such contractor to the State and the Federal Highway Administration ("FHWA") for concurrence. Recipient agrees not to contract with any contractor to whom the State or the FHWA has made a reasonable and timely objection.

3.4 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual Project costs and for no other purpose. Recipient agrees that, upon request, it shall provide to the State and the FHWA such documentation as will enable the State and the FHWA to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.

100% of the cost of the Project Work. Such bonds shall be executed by a surety company satisfactory to the State and qualified to do business in the State of New Jersey. Copies of all bonds shall be delivered to the State upon request. The surety bonds shall be furnished by only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the state.

3.6 When Recipient considers the Project to be finally complete, Recipient shall request that the State's resident engineer make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the approved plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall transmit the certification and an application for final payment to the FHWA and upon receipt of approval of final payment from the FHWA, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project.

4. Insurance

4.1 Recipient shall maintain or cause to be maintained:

(a) General Comprehensive Liability Insurance in the minimum amount of \$1,000,000 for each occurrence. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic unamended comprehensive general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractors coverage and completed operations coverage.

(b) Automobile Liability Insurance in the minimum amount of \$1,000,000.

(c) Workers Compensation Insurance in the amount required by law.

4.2 A copy of each insurance policy shall be made available to the State upon request.

4.3 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

5. Disbursement of Project Fund

5.1 The State shall disburse monies from the Project Fund to Recipient in order to reimburse costs associated with Project Work in accordance with the terms and conditions of this Agreement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund.

Project Fund.

5.2 (a) Recipient shall prepare and submit invoices for payment for approval by the State. Invoices may be submitted monthly. The invoices for payment shall state, with proper documentation, the amounts due Recipient for actual allowable costs incurred in connection with the Project.

(b) The State shall review and verify such invoices for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum project amount of \$974,000.00 for satisfactorily completing the Project.

(c) "Actual allowable costs" and "direct and indirect costs" will be determined by the State based on the federal regulations applicable to the Recipient:

State & Local Governments - OMB Circular A-87  
Non-Profit Organizations - OMB Circular A-122  
Commercial (for profit)  
Entities - FAR Subpart 31.2

(d) The administrative requirement includes grants and cooperative agreements with State governments - OMB Circular A-87

5.3 The State shall make partial payments to the Recipient [toward] upon the receipt of properly drawn monthly invoices for work completed on the Project during the one month period as shown on the accompanying documentation. Where there is a disagreement between the State and the Recipient concerning the percentage of work completed during any given one month period that dispute shall be resolved in accordance with Paragraph 20.3 of this Agreement.

5.4 (a) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient. The Recipient shall remain responsible for satisfactory performance of all work.

(b) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Paragraph 5.2 above and the requirements of Paragraph 7 below by placing equivalent provisions in their contracts.

6. Audit Requirements

6.1 The Recipient shall provide the State with an organization-wide audit that has been conducted in accordance with the requirements of either OMB Circular A-128 (pertaining to state and local governments) or OMB Circular A-133 (pertaining to nonprofit contractors), whichever is applicable. The Recipient shall ensure that the State receives the audit in a timely manner and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

6.2 When, in the opinion of the Recipient, all Project Work financed by the Project Fund has been completed, it shall notify the State in writing and, at the State's option, the State shall perform an examination of previously unaudited costs of the Project or defer audit for later scheduling. Upon

mentioned (or referenced) final payment, (I, we) hereby release the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising under this Agreement."

(a) The payment of the final invoice to the Recipient for all Project Work performed under this Agreement does not waive the right of the State to establish adjustments and collect overpayment which are disclosed by audits performed subsequent to the payment of the final invoice.

(b) When interim or final audit examinations are performed by the State or its agents, the result may be an increase or decrease in the remuneration due the Recipient. In the event the examinations disclose an overpayment made to the Recipient, the Recipient shall refund the amount of such overpayment within 30 days of the request by the State. Upon failure of the Recipient to comply with said request the State is hereby authorized to deduct such overpayment from the monies due the Recipient under the terms of this Agreement or any other Agreement between the State and the Recipient.

7. Inspections

Recipient shall permit the State and FHWA, or any authorized representative of either of them, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress, labor performed and materials furnished in connection with the Project as well as Recipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Recipient shall supply such reports and information as the State or FHWA shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Recipient for a period of three years after final payment is received from the State.

8. Abandonment of Project

It is understood and agreed by and between the parties hereto that Recipient shall complete the Project to provide a safe and usable unit and shall not be entitled to abandon the Project.

9. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Recipient or the State with respect to any of the covenants or conditions of this Agreement.

10. Equal Opportunity

10.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the United States Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:

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 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 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 Equal Employment Opportunity 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 or sex;

(c) The contractor or subcontractor, where applicable, 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, to be provided by the Public Agency Equal Employment Opportunity 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.

(d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(e) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(g) 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.

(h) 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 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 court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four(4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

10.2 Recipient agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

10.3 Recipient also agrees:

(a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.

(b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.

(c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

10.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate, or suspend this Agreement in whole or in part;

(b) Refrain from extending any further assistance to Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and

(c) Initiate appropriate legal proceedings.

## 11. Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds



of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

(a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.

(b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.

(c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the Standard Title VI Assurance, the act and related statutes, and implementing regulations.

## 12. Minority Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:

(a) "Policy. It is the policy of the United States Department of Transportation that minority business enterprises (MBE's), as they are defined in 49 CFR Part 23 (for the purposes of 49 CFR Part 23, Subpart D, MBE's refer to disadvantaged business enterprises (DBE's); for the purposes of other subparts of Part 23, MBE's include women's business enterprises (WBE's) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, all applicable requirements of 49 CFR Part 23 apply to this Agreement.

(b) Obligation. The contractor agrees to ensure that MBE's as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of 49 CFR Part 23 to ensure that MBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion, age, or sex, as provided in Federal and State law, in the award and performance of DOT-assisted contracts."

## 13. No Oral Modifications

This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

## 14. Notices and Demands

14.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

14.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

James J. Snyder  
District Engineer  
District IV, Local Aid  
3906 Church Road  
Mt. Laurel, NJ 08054-1108

If to the Recipient:

Terrence D. Moore  
Executive Director  
The Pinelands Commission  
Post Office Box 7  
New Lisbon, NJ 08064

15. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

16. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

17. Subject to FHWA Regulations

Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund:

(a) This Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA;

(b) If approved by the FHWA and the State, Recipient may assign, transfer or sell its interest in the Project.

18. Term of Agreement

This Agreement shall be in full force and effect from the date hereof and shall continue in effect until the Project is completed and all invoices have been paid or until the proceeds of the Project Fund are depleted, whichever occurs first.

19. Entire Agreement; Counterparts; Disputes

19.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

19.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

19.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

20. APPENDIX A - Regulations of the Department of Transportation relative to nondiscrimination in federally assisted projects of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) attached hereto are made a part of this Agreement.

21. APPENDIX B - Certification of Restrictions on Lobbying is attached hereto and made part of this Agreement in accordance with 31 U.S.C. Sec. 1352 and 40 CFR Part 20. Each Recipient, Consultant and Contractor awarded a contract exceeding \$100,000 shall submit to the State a Disclosure of Lobbying Activity Form-LLL at the end of each calendar quarter in which a reportable event occurs. All completed forms shall be sent to:

New Jersey Department of Transportation  
Manager Professional Services  
Procurement Division  
1035 Parkway Avenue  
Trenton, New Jersey 08625

22. APPENDIX C - Certification of Consultant is attached hereto and made a part of this Agreement.

23. APPENDIX D - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.

24. APPENDIX E - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.

24. APPENDIX E - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.

25. APPENDIX F - Certification of Eligibility is attached hereto and made a part of this Agreement.

26. Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written .

DEPARTMENT OF TRANSPORTATION,  
STATE OF NEW JERSEY

By: Robert Gork  
Name: Pippa Woods  
Title: Asst. Comm. Planning, Research +  
Local Gov't Services

ATTEST:  
By: Jacqueline Trausi  
Name: JACQUELINE TRAUSI  
Title: SECRETARY  
Department of Transportation

THIS DOCUMENT HAS BEEN REVIEWED  
AND APPROVED AS TO FORM ON

this 15<sup>th</sup> day of January, 1997

ATTORNEY GENERAL OF NEW JERSEY  
Peter Verniero

By: Paul Hagan  
Name: Paul Hagan  
Title: Deputy Attorney General

PINELANDS COMMISSION,  
STATE OF NEW JERSEY

By: Terrence D. Moore  
Name: Terrence D. Moore  
Title: Executive Director

ATTEST:  
By: Nadine B. Young  
Name: Nadine B. Young  
Title: Executive Assistant  
to the Commission

THIS DOCUMENT HAS BEEN REVIEWED  
AND APPROVED AS TO FORM ON

this 14<sup>th</sup> day of August, 1998

ATTORNEY GENERAL OF NEW JERSEY

By: Valerie W. Haynes  
Name: Valerie W. Haynes  
Title: Deputy Attorney General

## APPENDIX A

### NONDISCRIMINATION

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest (hereinafter referred to as the "RECIPIENT"), agrees as follows:

1. Compliance with Regulations: The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination: The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the RECIPIENT's noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
  - (a) withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or

- (b) cancellation, termination, or suspension of the contract, in whole or in part.
6. This Agreement is subject to all federal, state, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.
  7. The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR, Part 23 and UMTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.
  8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:
    - a. Notify the project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.
    - b. Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.
  9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

STATE OF NEW JERSEY  
EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS FOR  
PROCUREMENT AND SERVICE CONTRACTS

The parties to this Agreement understand that the provisions of NJSA 10:2-1 through 10:2-4 and NJSA 10:5-31 et seq., (L. 1975, c. 127, as amended and supplemented) dealing with discrimination promulgated pursuant thereto, are a part of this Agreement and are binding on them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

- (a) The RECIPIENT 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 or sex. The RECIPIENT 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 or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Equal Employment Opportunity Officer setting forth the provisions of this nondiscrimination clause;
- (b) The RECIPIENT or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- (c) The RECIPIENT or subcontractor, where applicable, 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, to be provided by the State Equal Employment Opportunity Officer advising the labor union or workers' representative of the RECIPIENT's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The RECIPIENT or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- (e) The RECIPIENT or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with applicable county employment goals prescribed by Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- (f) The RECIPIENT or subcontractor agrees to inform, in writing, all recruitment agencies, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, creed, color, national

origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

- (g) The RECIPIENT or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principals 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.
- (h) The RECIPIENT 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 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 court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a RECIPIENT who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

Unless this Agreement is subject to a federally approved or sanctioned affirmative action program, a bidder with 50 or more employees or a RECIPIENT with 50 or more employees who is negotiating for a contract, as a precondition to entering into a valid and binding procurement or service contract with the STATE, is required to submit to the STATE (in accordance with Section 4.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

1. appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. a Certificate of Employee Information Report Approval issued in accordance with Article 4 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127;
3. an initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by the RECIPIENT accordance with Article 4 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127.



APPENDIX B  
CERTIFICATION  
OF  
RESTRICTIONS ON LOBBYING

I, Terrence D. Moore, Executive Director, hereby certify on (Name and Title of Grantee Official)

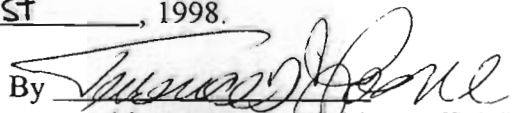
behalf of Pinelands Commission, that:

(Name of Grantee)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 14<sup>th</sup> day of August, 1998.

By   
(signature of authorized official)

Executive Director  
(title of authorized official)

APPENDIX C

CERTIFICATION OF RECIPIENT

In executing the Agreement the RECIPIENT's signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as expressly stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The STATE acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

APPENDIX D

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE's signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as expressly stated in a disclosure letter to the Federal Highway Administration and/or Urban Mass Transportation Administration, U.S. Department of Transportation.

The STATE acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Urban Mass Transportation Administration, in connection with agreements involving participation of UMTA Section 8 funds, and is subject to applicable State and Federal laws, both criminal and civil.

## APPENDIX E

### NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor\* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence, or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgement of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the recipient in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace, existing administrative orders and the current Departmental Code of Ethics.

7. This code shall take effect immediately upon approval of the N.J. Executive Commission on Ethical Standards and adoption by the NJDOT.

**\*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.**

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Adopted on the 16th day of December, 1987

APPENDIX F

CERTIFICATION OF RECIPIENT ELIGIBILITY

I, Terrence D. Moore, hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, project director, manager, auditor, or any position involving the administration of federal or state funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, state or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, state or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgement rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

None

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Attest:

Recipient

By: Madeline J. Young  
Name: Executive Assistant  
Title: To the Commission

By: Terrence D. Moore  
Name: Terrence D. Moore  
Title: Executive Director

Date: August 14, 1998

NOV 12 1997



State of New Jersey

DEPARTMENT OF TRANSPORTATION  
1035 Parkway Avenue  
CN 600

Trenton, New Jersey 08625-0600

CHRISTINE TODD WHITMAN  
Governor

JOHN J. HALEY JR.  
Commissioner

NOV 12 1997

Dennis L. Merida  
Division Administrator  
Federal Highway Administration  
840 Bear Tavern Road  
Suite 310  
West Trenton, NJ 08628

Attention: Robin Schroeder

Ref.: Pinelands Interpretive Plan, Phase 2  
Various Counties  
Federal Project No. STP-A00S(050)  
Agreement No. 33BA00S050  
Doc. No. 902019

Dear Mr. Merida:

The Department offers the following information to support an authorization request for this Transportation Enhancement project:

- a. Project Location: Pinelands Interpretive Plan, Phase 2, Various Counties and Municipalities within the pinelands.
- b. Phase of Work: Design and construction, see attached scope of work.
- c. Project Cost:
 

Non CE Contract Items	\$	974,000.00
Total Cost	\$	974,000.00
Federal Share 100%	\$	974,000.00
State Share	\$	SOFT MATCH

RECEIVED  
DISTRICT IV

DEC 3 1997

TRAFFIC AND LOCAL  
ROAD DESIGN

Pinelands Interpretive Plan, Phase 2  
Various Counties  
Federal Project No. STP-A00S(050)  
Agreement No. 33BA00S050  
Doc. No. 902019

d. TIP Program Data:

Programmed Amount	\$7,851,000.00	FY	<u>1998</u> <del>1997</del>
M.P.O.	<u>Statewide</u>	Reference No.	<u>Sec-40</u> <del>X107</del>
	Section	<u>II</u>	Page No. <u><del>78</del> 237</u>

e. Level of Action Status: FHWA Concurrence Date Approved by Director,  
Division of Project  
Management on  
1/14/97

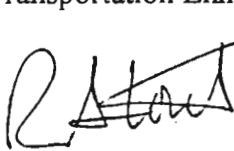
CE-Item 30 Attachment A Categorical Exclusion:

Enclosed are the copies of the following:

1. CED Determination
2. Right of Way Clearance/Certification
3. Project Fiscal Data
4. Cost Estimate
5. Scope of Work

Based on the above information, the Department hereby requests your authorization to proceed with this Transportation Enhancement Project.

Sincerely,



Richard L. Stout  
Supervisor  
Federal Aid Section

RLS:RDG:vsm  
Enclosures  
code: pineland2fa.doc



Federal Project # STP-A00S(050)  
Agree. ID # 33BA00S050  
Doc. # 902019

Page 3

Federal Highway Administration - Authorization

You are authorized to proceed with the work checked below:

- |   |   |
|---|---|
| <input type="checkbox"/> Preliminary Engineering for studies to remain within 23 CFR 771.117 (c)(1) | <input type="checkbox"/> Construction-Advertise for Receipt of Bids                               |
| <input type="checkbox"/> Preliminary Engineering for Contract Plan Preparation                      | <input type="checkbox"/> Construction Proceed on an Agreed Price and/or Force Account Basis       |
| <input type="checkbox"/> Acquisition of Right of Way  | <input checked="" type="checkbox"/> Other: Proceed with exempt Transportation Enhancement project |

Remarks

Federal Funds Authorized \$974,000 (Soft Match -\$194,800 ) Purchase and actual fabrication (or installation if applicable) of signs, wayside exhibits and kiosks must be accomplished through competitive bid.

Orig: R. Stout  
CC: PF, FF, HPO

Date 11/14/97 Signature of  Title District Engineer  
Approving Official

Robin L. Schroeder

Distribution: 11/19/97: lia....JOB CODE #2202-331

orig: R. Goslin (T. Wospil)

cc: J. Jennings

T. Okeson

