



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

Land Use Management
Division of Policy Implementation and Watershed Restoration
P.O. Box 420
Trenton, New Jersey 08625-0420
Mail Code 401-07D
Phone: 609-633-2201
Fax: 609-292-4608

April 26, 2013

Rutgers, The State University
Christopher C. Obropta, Ph.D., P.E.
14 College Farm Road, Room 232
New Brunswick, New Jersey 08901

Re: RP13-002 – Executed Grant Agreement.

Dear Mr. Obropta:

The Division of Policy Implementation and Watershed Restoration (Division) is pleased to forward to your attention, the executed Grant Agreement entitled, “**Section 319H NPS Pollution Control And Management Implementation Grant: The Upper Salem River Watershed Implementation Project**”. Execution of the Agreement shall serve to enable Rutgers, The State University (University) to initiate the work in accordance with the Grant Agreement Project Proposal. According to Attachment A, Section III, Paragraph B, of the Grant Agreement, entitled “Methods of Payment”, the University may request reimbursement for costs incurred on a quarterly basis. Requests for payment shall be due no later than **45 days** after the expiration of each quarterly period. Quarterly periods begin from the date of the executed contract and are calculated on a three month basis. The following periods outline the designated quarters for calendar year 2013 of the Grant Agreement:

First Quarter 4/9/13 – 7/8/13
Second Quarter 7/9/13 – 10/8/13

In addition to the quarterly expenditure reports, the University is required to submit quarterly performance reports to the Division’s Project Manager. These reports follow the same schedule as the expenditure reports. Please refer to Section XIII, Paragraph C of the Grant Agreement, General Terms and Conditions, establishing procedures for preparing performance reports.

In forwarding the executed Grant Agreement, it is important to establish for the University the administrative requirements necessary for the duration of the Grant Agreement. Enclosed is a copy of these requirements entitled "Attachment A". Also enclosed is a State of New Jersey Payment Voucher containing information specific to the Grant Agreement. Please do not add any additional information to this payment voucher. Additional details, in support of the payment voucher, should be provided on a separate page.

Division of Policy Implementation and Watershed Restoration looks forward to working closely with the University in successfully completing their Grant Agreement activities. Should you have any questions or concerns regarding your Grant Agreement, please feel free to contact the Project Manager at (609) 984-5993.

Sincerely,



Abigail N. Amutah
Land Use Management

Enclosures

c: Kathleen Hitchner, NJDEP Project Manager

ATTACHMENT A
ADMINISTRATIVE REQUIREMENTS UNDER GRANT AGREEMENT

1. **The work period under this Agreement is April 9, 2013 through April 8, 2017.**
2. If modifications (i.e. no-cost time extensions, budget revisions, revised Scope of Work) to the Agreement become necessary, see Section XVI of the Grant Agreement General Terms and Conditions entitled "Agreement Amendment". This section serves to describe the steps the University has to follow when requesting the type of modification referenced in this paragraph. **Written requests are to be forwarded to both the attention of the NJDEP Project Manager, Kathleen Hitchner, and the Grant Manager, Terri Romagna.** The Division shall then coordinate the process by which the Grant Agreement is formally modified for the requested purpose.
3. In accordance with Section III of the Agreement General Terms and Conditions, no payments may be made under this agreement until the Division receives a copy of the insurance certificate. Submission of the certificate serves to support the University retention of the required types/levels of insurance required by the agreement. Be apprised that through expiration of the agreement, renewed certificates must be submitted when a policy/type of insurance within the policy expire. **No payments will be released unless the Certificate of Insurance is on file with the Division. Certificates of Insurance are to be forwarded to my attention.**
4. Progress payments are to be submitted on a quarterly basis as stated in Attachment A, Section III, Paragraph B of the Agreement, no later than **45 days** after the end of each quarter. **Progress payments are to be forwarded to both the attention of the NJDEP Project Manager, Kathleen Hitchner and the Grant Manager, Terri Romagna.**
5. Performance reports are to be submitted on a quarterly basis, as stated in Attachment A, Section VII, Paragraph C of the Agreement, no later than **45 days** after the end of each quarter. As stated in the cover letter, **the first of the Agreement work period will end on July 8, 2013;** therefore, the performance report is due no later than **45 days** after that date. Reports will continue to be submitted on a quarterly basis thereafter, no later than 45 days after the expiration of the quarter. Section XIII, Paragraph C of the Agreement General Terms and Conditions establishes the procedures for preparing the reports. **Performance reports are to be forwarded to both the attention of the NJDEP Project Manager, Kathleen Hitchner and the Grant Manager, Terri Romagna.**
6. Attachment C, Expenditure Report, must be submitted on a quarterly basis, no later than **45 days** after expiration of the quarter, as stipulated under Attachment A, Section VII, Paragraph B, of the Grant Agreement Additional Provisions and Special Modifications must be submitted on a quarterly basis, no later than 45 days after expiration of the quarter. **The first and second quarter of the Agreement work period will end on October 8, 2013,** therefore the initial Expenditure Reports is due no later than **45 days** after expiration of the first quarter. Expenditure Reports shall continue to be submitted on a quarterly basis thereafter through expiration of the Agreement. **The University's Fiscal Officer/Assistant Controller, Michele Colin must sign the Expenditure Reports. Expenditure Reports are to be forwarded to both the attention of the NJDEP Project Manager, Kathleen Hitchner, and the Grant Manager, Terri Romagna.**
7. The following comments provide a brief outline on the documentation that must accompany each payment request. Be apprised, documentation submitted in support of costs incurred against each budget category must clearly reconcile to the amounts included in Attachment C, Expenditure Report, submitted on a quarterly basis. Failure to reconcile the documentation to Attachment C will result in payment requests being delayed.

- a. A detailed breakdown of costs incurred by personnel must be provided. This would include hours performed on the project by pay period/quarter, hourly rate of pay, skill category, and employee name.
 - b. Costs incurred against the "Other Direct Costs" budget category must be supported by documents listing the type of support, including equipment purchases, mailings etc.. In addition, a statement or certification by University reflecting their satisfaction with any vendor's goods and/or services rendered or delivered while providing support to the subcontractors, must accompany the vendor's invoice. If the cost is determined by the amount of usage, the methodology for the total attributed to the category must be provided.
8. With **\$327, 973.00** of the Federal portion of the Approved Project Budget allocated to the budget category entitled "**Consultants and Subcontractors**" the University must conform to the following procedures when procuring each subcontractor to support the Agreement Scope of Work:
 - a. Section V of the Grant Agreement General Terms and Conditions entitled "Agreements and Sub-Agreements" states the following: The Grantee shall not subcontract any of the work or services covered by this agreement not shall any interest be assigned or transferred, except as may be provided for in this Agreement or with the express written approval of the Division." **Specific to the procurement by the University of any Subcontractors who have not been identified in the Grantee Proposal (i.e. Attachment D-2), the University must obtain written approval from the NJDEP Project Manager, Kathleen Hitchner, prior to any costs associated with the procurement of the subcontractor being deemed eligible. As previously stated failure to do so will result in the Division disallowing all costs attributed to the subcontractor.**
 - b. Attachment F, Subcontractor Certification, must be completed by each subcontractor enlisted to support the Grant Agreement Scope of Work. A blank Attachment F can be found in your Grant Agreement. The University shall make as many copies as it may need to support the procurement of each subcontractor. Section V, Assignments and Subcontracts, states the Grantee shall not subcontract any work or services under this Agreement, except as provided for in the Agreement or without the written approval of the Department. Section V, Paragraph A, states no payments may be made by the Division for subcontracted work, until a completed Attachment F is on file with the Division. **The completed Attachment F is to be forwarded to both the attention of the NJDEP Project Manager, Kathleen Hitchner, and the Grant Manager, Terri Romagna.**
9. All correspondence specific to the submission of Certificates of Insurance; Modifications to Grant Agreement; Attachment C, Expenditure Reports and supporting documentation; and Attachment F, Subcontractor Certification; and requests for payments are to be forwarded to the attention of Terri Romagna, Grant Manager, Division of Policy Implementation and Watershed Restoration, 401 E. State Street, P.O. Box 420, Trenton, New Jersey 08625-0420. **Correspondence specific to the submission of Expenditure Reports; Quarterly Performance Reports; Modifications to the Agreement; Attachment F, Subcontractor Certification; and Deliverables are to be forwarded directly to Kathleen Hitchner, Project Manager at Division of Policy Implementation and Watershed Restoration, 401 E. State Street, PO Box 420, Mail Code 401-07D, Trenton, New Jersey 08625-0420.**



State of New Jersey Payment Voucher (Vendor Invoice)

PO#

DOCUMENT NUMBER				BATCH			A. P.	FY
TC	AGY	Number		TC	AGY	Number		12
	042				042			
PP Start Date		Sched Pay Date		Chk Cat	(A) Vendor I.D. No. 226001086-13			

Contract No.	Agency Ref.	Buyer	(B) Terms	Total Amount	\$
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(D) Payee Name & Address Rutgers, The State University ASB III, 3 Rutgers Plaza New Brunswick, New Jersey 08901-8559	(E) Send Completed Form To: New Jersey Dept. of Environmental Protection Division of Policy Implementation and Watershed Restoration PO Box 420, Mail Code 401-07D Trenton, New Jersey 08625
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(F) Payee Declarations I certify that the within payment voucher is correct in all its particulars, that the described goods or services have been furnished or rendered and that no bonus has been given or received on account of said document.	Payee Signature	Payee Title	Billing Date
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CD	Agcy	Reference Number				Line	(G) Payee Reference					
GO	042	48018000854				01	SFY2012-319(h) Grant - Rutgers - Upper Salem River					
Fund	Agcy	Org Code	Sub Org	Low Level	Appr	Activity	Object	Rev Srce	Sub-Rev	Job Number		
100	042	4801			442	VB78	6130			7W319HXX		
Rpt Ct	BS Act	Dt	Description			Quantity	Amount			Id	Pf	Tx
0001			RP13-002								P	

Item No.	Description of item(s)	Quantity	Unit	Unit Price	Amount
	Payment due for services rendered in accordance with Grant Agreement Entitled "Section 319(h) NPS Rutgers, "The Upper Salem River Watershed Implementation Project".				

Total Amount	\$
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Certification by Receiving Agency: I certify that the above articles have been received or services rendered as stated herein.	Certification by Approval Officer: I certify that this payment voucher is correct and just, and payment is approved.
Signature	Signature
Title	Title
Date	Date

CONTRACT BETWEEN
RUTGERS, THE STATE UNIVERSITY
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT NUMBER: RP13-002

TABLE OF SECTIONS IN GENERAL TERMS AND CONDITIONS

- I. Contract Award Data and Signatures
- II. Compliance with Existing Laws and Policies
- III. Insurance
- IV. Indemnification
- V. Assignments and Subcontracts
- VI. Availability of Funds
- VII. Procurement Standards
- VIII. Property Management Standards
- IX. Method of Payment
- X. Matching and Cost Sharing Requirements
- XI. Project Income
- XII. Financial Management System
- XIII. Financial and Performance Reporting
- XIV. Monitoring Performance
- XV. Audit Requirements
- XVI. Contract Amendment
- XVII. Closeout Procedures
- XVIII. Termination, Expiration, and Suspension
- XIX. Access to Records
- XX. Record Retention
- XXI. Approvals and Authorizations
- XXII. Interest on Advance Payments and Disallowed Costs
- XXIII. Miscellaneous Provisions

TABLE OF ATTACHMENTS ATTACHED*

- | | | | | | |
|------|--|-------------------------------------|-----|-------------------------------------|----|
| A. | Additional Provisions and Special Modifications. | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| A-1. | Additional Federal Funded Agreement Provisions | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| A-2. | Federal Funding Accountability and Transparency Act (FFATA) - \$25,000 or greater | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| A-3. | U.S. Environmental Protection Agency Funded Agreements | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| A-4. | American Recovery and Reinvestment Act (ARRA) Funded Agreements | <input type="checkbox"/> | yes | <input checked="" type="checkbox"/> | no |
| B. | Approved Project Budget | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| B-1. | Itemization and Justification of Budget. | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| B-2. | Approved Advance Payment. | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| C. | Expenditure Report | <input type="checkbox"/> | yes | <input checked="" type="checkbox"/> | no |
| D. | Scope of Services | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| D-1. | Project Requirements. | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| D-2. | Contractor's Proposal | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| E. | <input type="checkbox"/> Governing Body Resolution. . <input type="checkbox"/> Corporate Resolution <input checked="" type="checkbox"/> Other Authorization. . . | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| F. | Subcontractor Certification | <input type="checkbox"/> | yes | <input type="checkbox"/> | no |
| G. | Statement of Adequacy of Accounting System | <input type="checkbox"/> | yes | <input checked="" type="checkbox"/> | no |
| RB. | Reference Bibliography. | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |

*Wherever this contract form, including any attachments, presents alternatives, choices must be indicated as follows: An "X" within brackets or on a blank line shall indicate selection of the particular alternative.

GENERAL TERMS AND CONDITIONS

I. Contract Award Data and Signatures

Contractor's - Name: **RUTGERS, THE STATE UNIVERSITY** (the "Contractor")
 Address: Office of Research and Sponsored Programs
 3 Rutgers Plaza -ASB3
 New Brunswick, New Jersey 08901
 Vendor ID #: 22-6001086-13
Financial Officer's - name: Stephen J. Di Paolo
 - Title: University Controller (the "Chief Financial Officer")

The State of New Jersey (The "State")
Department of Environmental Protection (the "Department" or the "DEP")
Contracting agency's - name: **DIVISION OF POLICY IMPLEMENTATION AND WATERSHED RESTORATION** (the Contracting Agency")
 - address: 401 East State Street 7th fl., PO Box 420, Mail Code 401-07D
 Trenton, New Jersey 08625-420

Source of Funds	AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ Federal Agency	ACCOUNT TITLE
State General Fund	0.00			
Federal	541,300.00	12-100-042-4801-442-3610		Section 319H
Contractor	67,520.00			
Other (i.e. bond fund, tax fund etc.)	0.00			
	608,820.00	TOTAL APPROVED PROJECT AMOUNT		

Work Period: The "effective date" of this contract is the date the Contractor executes it or the date the State executes it, whichever date is later. The "work period" for this contract commences on N/A or the effective date, whichever is earlier later, and runs for a period of 48 months thereafter.* Contract funds may be used only to satisfy obligations which arise during the work period.

Purpose and Authority: Contract to be Funded: Section 319h NPS Pollution Control And Management Implementation Grant: The Upper Salem River Watershed Stormwater Management Implementation Project.
 Statutory Authority for this Contract: N.J.A.13:1D-9 et seq.; 58:10A-5e; Section 319(h) of the Federal Clean Water Act.

In consideration of the payment of the State, the Federal, and if through the State treasury, the "other" amounts shown above (the "contract"), the Contractor agrees to provide its share of the Total Project amount and to perform the work described in Attachment D, within the work period and in the manner and upon the terms specified in this contract. The provisions of this contract set forth in this Section I through Section XXIII constitute the General Terms and Conditions portion of this contract.

*Wherever this agreement form, including any attachments, presents alternatives, choices must be indicated as follows: An "X" within brackets or on a blank line shall indicate selection of the particular alternative. "NA" or "---" (a dashed line) shall indicate that no information is to be entered on a particular blank line. No blanks may remain just prior to execution, except in the signature blocks on attachments C and F.

STATE AND CONTRACTOR APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

For the Contractor **

Sean Moriarty
(signature)

(signature)

Sean Moriarty, Deputy Attorney General
(print name)

_____, Attorney for Contractor
(print name)

Date: 2/05/13

Date: _____

* A confidential and privileged memorandum pre-approving this agreement as to legal form has has not been provided to the Contracting Agency by the Deputy Attorney General.

** Approval of this contract by an attorney for Contractor is mandatory optional.

APPROVAL OF CONTRACTING AGENCY

DIVISION OF POLICY IMPLEMENTATION AND WATERSHED RESTORATION

(print name of Contracting Agency; all capitals)

By: [Signature]
(signature)

Robert Piel, Jr.
(print name)

Director
(print title)

Date: 9/19/12

EXECUTION SIGNATURES

By the signatures below, the Contractor and the State (the "parties") execute this contract and confirm that they are mutually bound by all provisions contained in its General Terms and Conditions and in each attachment selected as "ATTACHED" in the Table of Attachments.

SIGNED

COUNTERSIGNED:

RUTGERS, THE STATE UNIVERSITY
(print Contractor's name; all capitals)

THE STATE OF NEW JERSEY
By: The DEP

By: [Signature]
(signature)

By: [Signature]
(signature)

(Print name) **Sheryl N. Goldberg**
Director
Office of Research and Sponsored Programs

Marilyn Lennon
(print name)
Assistant Commissioner
(print title; Commissioner or authorized delegate)

Date: 3/6/13

Date: 4/19/13

II. Compliance with Existing Laws and Policies

The Contractor, in order to induce the State to award this contract, agrees in the performance of this contract to comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies. Failure to comply with such laws, rules, regulations or policies shall be grounds for termination of this contract. Such laws, rules, regulations, and policies include, but are not limited to, the following:

- A. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., if applicable, is by this reference incorporated as part of this contract and the Contractor agrees to comply with it. The Contractor warrants that neither it nor any subcontractor it might employ to perform work in furtherance of this contract is listed or is on record in the Office of the Commissioner, Department of Labor, as one who has failed to pay prevailing wages in accordance with the New Jersey Prevailing Wage Act.
- B. The parties agree that, if applicable, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq. are by this reference incorporated as part of this contract and are binding upon them. The Contractor agrees and guarantees to afford equal opportunity in performance of this contract in accordance with an affirmative action program approved by the State Treasurer. Further, if the cited laws and regulations apply to this contract, the Contractor agrees as follows:
 1. The Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The Contractor shall take affirmative action to ensure that such applicants are recruited and employed, that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 contracting officer setting forth the provisions of this nondiscrimination clause;
 2. The Contractor shall, 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 or sex;
 3. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting 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.
 4. The Contractor shall include these same provisions in any subcontract for work in furtherance of this contract.
- C. The act codified at N.J.S.A. 52:13D-12 et seq., the "New Jersey Conflicts of Interest Law", and the act codified at N.J.S.A. 40A:9-22.1 et seq., the Local Government Ethics Law, are by this reference incorporated as part of this contract. The Contractor represents and affirms that it will make its best efforts and responsible diligence in assuring that none of its employees, its subcontractors, its subcontractors' employees, is engaged in any conduct which constitutes a conflict of interest under, or a violation of, either the New Jersey Conflicts of Interest Law or the Local Government Ethics Law. The Contractor represents and affirms that itself is not engaged in any conduct which constitutes the aforementioned conflict of interest.
- D. The Contractor represents and warrants:
 1. That no person or selling agency has been employed or retained to solicit or secure this contract in violation of N.J.S.A. 52:34-15,
 2. that it has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19,
 3. that it is, and will remain, in full compliance with N.J.S.A. 40A:11-1 et seq., the Local Public Contracts Law, if applicable,
 4. and that it is, and will remain, in full compliance with N.J.S.A. 14A:13-1 et seq., and N.J.S.A. 15A:13-1 et seq. (both regarding out-of-state corporations), if applicable, and
 5. that it is, and will remain, in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable.
- E. The Contractor shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.

- F. The Contractor shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgement of said officer or employee.
- G. The Contractor warrants that it will obtain and maintain, during the term of this contract, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this contract. The Contractor shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this contract.
- H. New Jersey State Circular Letter 04-04-OMB , Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is by this reference incorporated as part of this contract.
- I. The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this contract:
 - 1. United States Office of Management and Budget ("OMB") Circulars A-21, A-87, and A-122 (Cost Principles: Educational Institutions; State, Local, and Indian Tribal Governments ; Non-Profit Organizations, respectively),
 - 2. OMB Circulars A-102 and A-110 (Uniform Administrative Requirements for Grants in Aid and Other Agreements: State and Local Governments; Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, respectively),
 - 3. OMB Circular A-133 Revised (Audits of States, Local Governments, and Non-profit Organizations),
 - 4. Common Rule regulations for federal agencies, as applicable. (e.g. 40 CFR 31 for USEPA), and
 - 5. Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).
- J. The following documents issues by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this agreement:
 - 1. United States Office of Management and Budget ("OMB") Circulars and the associated regulations A-21 (2 CFR Part 220), A-87 (2 CFR Part 225), and A-122 (2 CFR Part 230), the Cost Principles for Educational Institutions; State, Local and Indian Tribal Governments; and Non-Profit Organizations, respectively,
 - 2. OMB Circulars and the associated regulations A-102 and A-110 (2 CFR Part 215), the Grants and Cooperative Agreements with State and Local Governments; and Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, respectively,
 - 3. OMB Circular A-133, Revised, Audits of States, Local Governments, and Non-Profit Organizations,
 - 4. Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.)
<http://www.whitehouse.gov/omb/grants/chart.aspx> , and
 - 5. Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).

III. Insurance

The Contractor shall maintain in force for the term of this contract liability insurance as provided herein. These coverages shall be maintained either through insurance policies from insurance companies authorized to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. The minimum required coverages are:

- A. Commercial General Liability: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include coverage for contractual liability and shall name the State of New Jersey as an additional insured. The policy shall also include coverage for products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of the coverage.
- B. Business Automobile Liability Insurance which shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit.
- C. Workers' Compensation Self Insurance in accordance with the laws of the State of New Jersey and commercially purchased Employer's Liability Insurance with a limit of not less than:

\$1,000,000 Bodily Injury, Each Occurrence
\$1,000,000 Disease Each Employee
\$1,000,000 Disease Aggregate Limit

IV. Indemnification

The Contractor shall defend, indemnify, protect, and save harmless the State, its agents, servants, and employees from and against any and all claims, losses, demands, or damages of whatever kind or nature arising out or claimed to arise out of any tortious act or omission of the Contractor, its agents, servants, employees or subcontractors in the performance of this contract. The Contractor shall, at its own expense, appear, defend and pay all reasonable charges for attorneys and all costs and other expenses arising from such suit or claim incurred in connection therewith. If judgment shall be rendered against the State for which indemnification is provided under this paragraph, the Contractor shall, at his own expense, satisfy and discharge the same. However, the Contractor shall not have to indemnify the State for the State's negligent use of research results, or for the State's use of research results unless the research was negligently conducted by the Contractor. The Contractor does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act.

The State shall, as soon as practicable after the claim has been made against it, give written notice thereof to the Contractor, along with full and complete particulars of the claim. If the suit is brought against the State or any of its agents, servants, and employees, the State shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the State or its representatives.

V. Assignments and Subcontracts

The Contractor shall not subcontract any of the work or services covered by this contract nor shall any interest be assigned or transferred, except as may be provided for in this contract or with the express written approval of the Department.

- A. As a precondition of the Department's approval of a subcontractor and prior to any payments by the Department for subcontracted work, the Contractor shall secure from the subcontractor and shall submit to the Department a completed and executed copy of Attachment F, Subcontractor Certification.
- B. The Contractor shall be responsible for compliance by any subcontractor with the terms, conditions and requirements of this contract.
- C. The Contractor shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.

VI. Availability of Funds

- A. The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The parties hereto recognize and agree that continuation of funding under this contract is expressly dependent upon availability to the Department of funds appropriated by the State Legislature from State or federal revenue or such other funding sources as may be available. The Department shall not be liable for any breach of this contract which results from the State Legislature's failure to appropriate the necessary funds.
- B. The Department may encumber and commit to any contract only those funds which have been appropriated and are available during the State fiscal year in which the contract is executed. For any contract which will be completed during that fiscal year, the State's contract amount will be fully encumbered and committed. However, for any contract, the performance of which will span more than one State fiscal year, the Department may or may not be able to encumber and commit the full contract amount and the full funding of the contract may depend upon subsequent fiscal year appropriations by the State Legislature.
- C. The parties understand that this contract is fully or partly funded as designated in Section II of Attachment A, Additional Provisions and Special Modifications.

VII. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this contract shall be accomplished in accord with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law, which shall be provided to the Contractor, upon request, by the Department. Procurement shall also be consistent with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and other statutory requirements, as applicable. Both the federal and applicable State requirements shall be incorporated into any subcontracts under this contract.

Adherence to the standards contained in those applicable federal and state laws and regulations does not relieve the Contractor of the contractual responsibilities arising under its procurements. The Contractor is the responsible authority,

without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this contract.

VIII. Property Management Standards

Property furnished by the Department or acquired in whole or in part with federal or Department funds or whose cost was charged to a project supported by federal or Department funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements (OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law).

IX. Method of Payment

A. Payment under this contract will be made upon submission by the Contractor of a properly executed State invoice form (available from the Department), and all invoices, bills, and other documents necessary to justify the payment. This form must also be accompanied by a certification from the Contractor that all procurements for which payment is requested have been made in accord with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law, and in accord with all applicable State laws and have been made during the work period.

1. If Attachment B-2, Approved Advance Payment, provides for a justification of an advance payment and if Section III of Attachment A, Additional Provisions and Special Modifications, so provides, an initial advance payment will be made to the Contractor upon receipt by the Department of a properly executed copy of this contract, signed by an appropriate officer of the Contractor organization, together with a properly executed invoice form.
2. Progress payments shall be made by the Department on a periodic basis as prescribed in Section III.B of Attachment A, Additional Provisions and Special Modifications. Such payments shall be issued only upon receipt of the required financial and narrative reports described in Section XIII of the General Terms and Conditions of this contract, Financial and Performance Reporting. Payment shall be made either in fixed amounts as determined by the Department to be reasonable to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated in Section III of Attachment A, Additional Provisions and Special Modifications.
3. If Section III of Attachment A, Additional Provisions and Special Modifications, so provides, a portion of the contract will be withheld pending receipt of the required final reports described in Section XVII of the General Terms and Conditions of this contract, Contract Closeout Procedures.
4. The Department shall withhold payment of any costs disallowed by the Department as improperly incurred under any provision of this contract.
5. Contractor may not use any contract funds to satisfy any obligation which arose outside the work period.

B. If this contract includes federal funds, all invoices must be submitted by the Contractor and all payments must be made by the State no later than ninety (90) days after the end of the work period.

X. Matching and Cost Sharing Requirements

If there are any matching and/or cost sharing requirements indicated in Section IV of Attachment A, Additional Provisions and Special Modifications, then, regardless of whether federal funds are involved, the Contractor shall account to the satisfaction of the Department for these requirements in accordance with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law.

XI. Project Income

Project income must be accounted for as indicated in Section V of Attachment A, Additional Provisions and Special Modifications. "Project income" means gross income earned by the Contractor from contract-supported activities. Such earnings include, but are not limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights. In all cases, interest earned on advances of contract funds shall be remitted to the Department, except for interest earned on advances to instrumentalities of a state as provided by the federal Intergovernmental Cooperation Act of 1968, P. L. 90-577.

XII. Financial Management System

The Contractor's Chief Financial Officer, as designated in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures, shall be responsible for maintaining an adequate financial management system. The Chief Financial Officer shall notify the Department when the Contractor cannot comply with the requirements established in this Section XII, Financial Management System.

A. Contractor financial management system shall provide for:

1. accurate, current, and complete disclosure of the financial results of each project, agreement, or contract,

2. records that adequately identify the source and application of funds for Department- supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,
 3. effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,
 4. comparison of actual outlays with budgeted amounts for all major cost categories⁴ on Attachments B, Approved Project Budget; B-1, Itemization and Justification of Budget; D, Scope of Services; and D-2, Contractor's Proposal, and correlation of financial information with performance or productivity data, including the production of unit cost information required by the Department,
 5. accounting records that are supported by source documentation,
 6. procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Contractor, whenever funds are advanced by the Department, and
 7. procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law.
- B. If required by Section VI of Attachment A, Additional Provisions and Special Modifications, the Department may require the submission of Attachment G, Statement of Adequacy of Accounting System.
- C. The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Contractor's accounting system does not meet the standards described in paragraph B of this Section XII, Financial Management System, additional information to monitor the contract may be required by the Department upon written notice to the Contractor.

XIII. Financial and Performance Reporting

- A. Attachment B, Approved Project Budget, is the approved financial plan to carry out the purpose of this contract. The budget shall be itemized to disclose specifically the contract tasks and project activities to be funded.
- B. The Contractor shall submit interim expenditure reports, including a completed copy of Attachment C, Expenditure Report, comparing actual expenditures with the Approved Project Budget. These reports shall be submitted on a periodic basis as prescribed in Section VII of Attachment A, Additional Provisions and Special Modifications, and must be certified by the Contractor's Chief Financial Officer.
- C. The Contractor shall submit performance reports on an interim basis as prescribed by the Department in Section VII of Attachment A, Additional Provisions and Special Modifications. Performance reports shall present the following information for each contract task and shall include all available and relevant, quantitative data pertaining to production of project work units, completion of contract tasks, and actual costs for each unit or task:
1. a comparison of actual accomplishments to the objectives established in Attachments D, Scope of Services; D-1, Project Requirements; and D-2, Contractor's Proposal, for the reporting period,
 2. reasons why established goals were not met or tasks were not completed as scheduled, and
 3. other pertinent information, including a description of work performed during the reporting period, relevant literature citations, raw data generated, any modifications to the planned scope of work, and an anticipated work schedule for the next reporting period.
- D. The Contractor shall submit a final report on its overall performance of this contract, as prescribed in Section VII of Attachment A, Additional Provisions and Special Modifications, including a completed copy of Attachment C, Expenditure Report, comparing actual expenditures for the entire project with the Approved Project Budget, certified by the Chief Financial Officer, and a final performance report.
- E. Extensions of reporting due dates may be granted upon written request to the Department.
- F. If reports are not submitted as required the Department shall, at its discretion, suspend payments on this contract or any other contract entered into between the Department and the Contractor and shall take action to suspend payments to the Contractor by other State agencies.
- G. If the Contractor has a history of unsatisfactory performance or the Contractor does not submit satisfactory reports, the Department may require additional and more detailed reports from the Contractor.

XIV. Monitoring Performance

- A. The Contractor shall continually monitor its performance under this contract to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in Attachments D, Scope of Services; D-1, Project Requirements; and D-2, Contractor's Proposal.
- B. The Contractor shall inform the Department as soon as possible if any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:
 - 1. problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or contract tasks within established time periods; and
 - 2. favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more project work units or completing more contract tasks than originally projected.
- C. The Department may, at its discretion, make site visits to:
 - 1. review project accomplishments and management control systems,
 - 2. audit the financial records pertaining to this contract, and
 - 3. provide such technical assistance as may be required.
- D. If the Contractor is not performing satisfactorily in the sole judgment of the Department, the Department may require remedial measures deemed necessary to fulfill the project requirements, including requiring the Contractor to obtain additional Department approvals before proceeding or requiring the Contractor to obtain outside technical or managerial assistance.

XV. Audit Requirements

- A. This contract is subject to State audit requirements. Any new contract may be audited upon its expiration. Any contract which is a continuation of work under a contract previously performed and audited may be audited at the discretion of the Department up to three (3) years after the end of the work period or after the Contractor completes the contract tasks, whichever is later. Any such audit must be made in accordance with generally accepted auditing standards, including the standards described in the federal General Accounting Office Government Auditing Standards.
- B. Where an audit conducted hereunder indicates any noncompliance by the Contractor with the material terms and conditions of this contract, the Contractor shall forthwith take corrective action as permitted or required by Section XVI of the General Terms and Conditions of this contract, Contract Amendment; Section XVIII of the General Terms and Conditions of this contract, Termination, Expiration, and Suspension; or as otherwise required by the Department. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Contractor should be disallowed as beyond the scope or the purpose of this contract, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Contractor shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.
- C. In any case, this contract is, at the discretion of the Department, subject to audits by the Department at any time prior to closeout and subject to a follow-up compliance audit which may build upon previous audits of the contract.

XVI. Contract Amendment

If it desires to amend this contract, the Contractor must submit a written request to the Contract Officer designated in Section IX of Attachment A, Additional Provisions and Special Modifications. Any amendment, whether requested by the Contractor or the Department, must be documented by completion of the Department's amendment form (DEP-076). The completed amendment form must be formally executed by authorized representatives of both parties in the same manner as this contract, unless the amendment being documented is of the type described in paragraph A, B, or C of this Section XVI, Agreement Amendment. If the amendment is of the type described in paragraph A, B, or C below, the Contract Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by authorized representatives of the parties will be required. As a nonrestrictive example only, if the Department requests, and the Contractor consents to, any amendment to the scope of the services to be performed by the Contractor, including any increase in the amount of the approved budget, such amendment must be memorialized by a completed amendment form, formally executed by authorized representatives of both parties.

- A. The Contractor may obtain approval directly from the Contract Officer to transfer amounts of up to \$20,000 or 10% of the total contract amount, whichever is less, from one direct cost category to another or from the indirect cost category to a direct cost category, as long as this transfer does not result in any change in the project's scope, work period, objective,

or deliverables. If the total contract amount is less than \$25,000, the Contract Officer may disregard the 10% limitation and approve transfers of up to \$2,500.

1. "Indirect costs" are those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. "Direct costs" are those which can be identified specifically with a particular cost objective.
 2. The amendment form documenting any budget revision shall clearly show and justify each change in each cost category, either on the form or on an attachment to it.
- B. The Department may reduce the contract budget and the scope of services so that they fairly reflect anticipated project expenditures and progress if:
1. the Department notifies the Contractor, that the Contractor is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the contract or to fulfill the purposes of this contract,
 2. the Department notifies the Contractor at least thirty (30) days in advance of any reduction,
 3. after consultation, the Contractor is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and
 4. the Department considers the contractor's fixed costs when making any reduction.
- C. The Contract Officer may approve no-cost time extensions to the work period or the due date of the final report in increments of six months or less but not beyond the expiration date as described in Section XVIII.A.2 of the General Terms and Conditions of this contract, Termination, Expiration, and Suspension. Written justification and documentation evidencing the need to extend the work period or the due date of the final report must be submitted to the Contract Officer at least thirty (30) days in advance of the scheduled end of the work period. The Contract Officer shall decide whether to grant the extension. The amendment form documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.
- D. The Contract Officer may approve proposed Contractor substitutions to the personnel and/or subcontractors identified and approved for this contract. The Contractor must submit a written request to the Department which includes:
1. An explanation of the reasons why the original personnel/subcontractors cannot be provided;
 2. Vitae/credentials which demonstrates that the qualifications of the substitutions are equal to or better than the originally proposed personnel/subcontractors; and
 3. A declaration that the substitution will be provided at no additional cost to the State.

XVII. Closeout Procedures

The closeout of this contract shall mean the process by which the Department determines that all applicable administrative actions and all required work have been completed by the Contractor. This process shall include the steps enumerated below.

- A. The Contractor shall submit a final report as provided in Section VII of Attachment A, Additional Provisions and Special Modifications. The Department may permit extensions when requested in writing by the Contractor.
- B. The Contractor shall, together with the submission of the final report, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Attachment B, Approved Project Budget.
- C. The Contractor shall refund to the Department any funds spent on costs which are disallowed by the Department. Such refund shall be made within thirty (30) days after the request.
- D. In the event a final audit has not been performed prior to the closeout of this contract, the Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from the final audit.
- E. The Contractor shall account for any property acquired with contract funds or received from the Department in accordance with Section VIII of the General Terms and Conditions of this contract, Property Management Standards.
- F. The Department retains the right to request any additional information necessary to close out this contract and may retain any final contract payment until the closeout procedure is completed.

XVIII. Termination, Expiration, and Suspension

- A. The following definitions shall apply for the purposes of this Section XVIII, Termination, Expiration, and Suspension.

1. Termination - The "termination" of this contract means the cancellation of unsatisfied contractual obligations prior to the completion of the contract tasks by the Contractor. Work should stop unless the Contractor wants to continue at its own expense and is not otherwise required for good cause to stop by the Department.
 2. Expiration Date - The "expiration date" of this contract is the agreed upon date at which time the term of this contract automatically ends absent a formal written amendment executed by the parties. The expiration date of this contract shall be the third anniversary of the date the work period would end as initially agreed upon in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures.
 3. Suspension - The "suspension" of this contract means a temporary cessation of State support or assistance pending corrective action by the Contractor or pending a decision to terminate the contract by the Department. Work should stop unless the Contractor wants to continue at its own expense and is not otherwise required for good cause to stop by the Department.
- B. If the Contractor fails to comply with any term, condition, requirement, or provision of this contract, the Department may upon notice to the Contractor suspend this contract and withhold further payments, prohibit the Contractor from incurring additional obligations of contract funds pending corrective action by the Contractor, or decide to terminate this contract in accordance with paragraph C of this Section XVIII, Termination, Expiration, and Suspension. The Department may allow all necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided that they meet the provisions of federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law.
- C. The Department may terminate this contract, in whole or in part, upon thirty (30) days notice, whenever it determines that the Contractor has failed to comply with any term, condition, requirement, or provision of this contract. The Department shall promptly notify the Contractor, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. If the State terminates this contract because of a default by the Contractor, an equitable adjustment in contract payments shall be made, which shall reflect payments made to the Contractor prior to the termination, costs reasonably incurred by the Contractor for commitments made prior to the termination which were not made in anticipation of termination and cannot be canceled, and any costs to the State resulting from default by the Contractor.
- D. The Department and the Contractor may terminate this contract in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions including the date on which the termination shall take effect, and, in case of partial terminations, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the date on which the termination shall take effect, and shall cancel as many outstanding obligations as possible.
- E. The closeout procedures described in Section XVII of the General Terms and Conditions of this contract, Closeout Procedures, shall apply in all cases of termination of this contract.

XIX. Access to Records

- A. The Contractor agrees to make available to the Department, any federal agency whose funds are expended in the course of this contract, and any of their duly authorized representatives such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit contractor's operations.
- B. Whenever reasonable and practical, the Department shall give reasonable notice to the Contractor prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the department's responsibilities. However, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary during normal business hours.
- C. The Department reserves the right to have access to records of any subcontractor and requires the Contractor to provide the Department access to such records in any contract with the subcontractor.
- D. The Department reserves the right to have access to all workpapers produced in connection with audits made by the Contractor or by independent certified public accountants or licensed public accountants hired by the Contractor to perform such audits.

XX. Record Retention

- A. The Contractor shall retain financial records, supporting documents, statistical records, and all other records in the contractor's financial management system or otherwise pertinent to this contract (a) for a period of three (3) years from the date the Contractor submits the final expenditure reports or the final performance reports, whichever is later, or (b) for such longer period as any applicable State or federal statute may require, with the qualifications stated below.

1. If any litigation, claim, or audit is started before the end of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
 2. Records for nonexpendable property acquired with Department funds shall be retained for three (3) years after its final disposition.
- B. The Department may request transfer of certain records to its custody from the Contractor when it determines that the records possess long term retention value and will make arrangements with the Contractor to retain any records that are continuously needed for joint use.

XXI. Approvals and Authorizations

- A. Unless specifically stated otherwise, wherever this contract requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this contract, or by said delegate's successor or superior, if any.
- B. If the Contractor is a municipal or county government agency, the Contractor must submit with this contract a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency or of the municipality or county and authorizing execution of this contract. If the Contractor is a corporation, the Contractor must submit with this contract a corporate resolution, duly adopted by its board of directors, board of trustees, or equivalent governing body, and authorizing execution of this contract. The Department will not make any payments until such ordinance or resolution is received.
- C. If the Contractor is a corporation or partnership, the Contractor must submit with this contract a disclosure of the names and addresses of any persons who own 10% or more of the firm's stock or interest, in accordance with N.J.S.A. 52:25-24.
- D. If the Contractor is a corporation incorporated outside of New Jersey, the Contractor must, as a condition of payment hereunder, obtain a certificate of authority to do business in New Jersey from the Department of the Treasury and file a copy of that certificate with the Contract Officer designated in Section IX of Attachment A, Additional Provisions and Special Modifications.
- E. If the Contractor is neither a government agency nor a corporation and if the Contractor has neither a residence nor a place of business in New Jersey, the Contractor hereby irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this contract. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Contractor at the address shown in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures.

XXII. Interest on Advance Payments and Disallowed Costs

- A. Advance Payments: The Contractor is required to deposit any advance payments received hereunder in an interest bearing account. Any interest up to \$100 per year may be retained by the Contractor for documented administrative expenses. If this contract is federally funded, any interest above \$100 per year must be remitted on a quarterly basis to the Department for return to the federal government. If this contract is funded by the State, interest above \$100 per year may be retained by the Contractor for purposes of this contract or shall be remitted to the Department as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications.
- B. Disallowed Costs: Where the Contractor has been reimbursed by the Department for costs which are subsequently disallowed by the Department, the Contractor shall return the funds to the Department no later than thirty (30) days after the request. Where the Contractor fails timely to return the funds or appeals the disallowed costs, an interest charge as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications, shall be charged on the funds beginning thirty (30) days from the date the Contractor was notified of the debt. If the Contractor is successful on appeal, the accrued interest will be canceled.

THIS SECTION XXII DOES NOT APPLY FOR CONTRACTS WITH RUTGERS, THE STATE UNIVERSITY.

XXIII. Miscellaneous Provisions

- A. Governing Law: It is agreed and understood that this contract 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 including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et seq.
- B. Conflict of Terms: In the event of any conflict, the order of precedence shall be (1) the terms and conditions of this Contract; (2) any State Agency application form or specific correspondence describing the Project and/or soliciting a Contractor proposal; and (3) the contractor's proposal (D-2).

NOTE: The only exception to the above is that consistency with rules and regulations promulgated pursuant to the State Program's enabling legislation shall always have precedence in any conflict with the terms and conditions of this Contract.

- C. Dispute Resolution: Consistent with the Contractual Liability Act, N.J.S.A 59:13-1 et seq., unless otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Contractor arising out of, or relating to, this contract or the breach of it will proceed as follows:
1. The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.
 2. If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.
- D. Performance: The Contractor warrants that it is aware of the work required to be performed under this contract, that it has the capabilities and credentials required by the contract, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this contract.
- E. Disclaimer of Agency Relationship: The contractor's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the contract shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Contractor or its subcontractors.
- F. Computation of Time: When the contract refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday, and legal holidays shall be excluded.
- G. Intellectual Property Rights: Reserved
- H. Captions and Headings: Captions and headings used in this contract are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.
- I. Severability: In case any term or provision of this contract shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.
- J. Entire Agreement: The parties understand and agree that all prior understandings and agreements between them regarding performance of the obligations described herein are merged into this written contract which supersedes all such prior understandings and agreements. Neither party enters into this contract in reliance on any statement nor representation of the other which is not reiterated herein, or incorporated herein by reference.
- K. Successor and Assigns: This contract shall be binding upon any successors or assigns of the Contractor. The State may, in its sole discretion, reject any proposed successor or assign of the Contractor.
- L. Counterparts: This contract may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.
- M. Notices: All notices, certificates, and other documents (a "notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Contractor or the Contracting Agency shown in Section I, Contract Award Data and Signatures, by overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.
- N. Waiver of Breach: The waiver by either party of any breach of this contract shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.
- O. Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.
- P. Waiver of Jury Trial: In the event of litigation, Contractor waives any right it may have to a trial by jury.

CONTRACT
BETWEEN
RUTGERS, THE STATE UNIVERSITY
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT NUMBER: RP13-002
ADDITIONAL PROVISIONS AND SPECIAL MODIFICATIONS

This Attachment A adds the terms, conditions, requirements, and provisions specified in Sections I through XI below, and makes the modifications specified in Section XII below, to the preceding General Terms and Conditions of the contract between Rutgers, The State University and the State of New Jersey, by and for the DEP.
(print Contractor's name)

I. Insurance (See Section III of the General Terms and Conditions of this contract, Insurance.)

A. The Contractor maintains and must continue to maintain the required insurance coverages as follows:

1. commercial general liability

- insurance
 self insurance
 not required

2. automobile liability

- insurance
 self-insurance
 not required

3. worker's compensation

- insurance
 self-insurance
 not required

4. employer's liability

- insurance
 self-insurance
 not required

B. Certificates of insurance or documentation of self-insurance

- is on file with the Department.
 will be forthcoming within 30 days after the effective date of this contract.
 other (explain) _____.

NOTE: No payment can be made until the Department has received acceptable documentation of these required coverages.

II. Availability of Funds (See Section VI of the General Terms and Conditions of this contract, Availability of Funds.)

Based upon funds available to the Department in the State's fiscal year, the contract (the sum of the State, the federal, and if through the State treasury, the other amounts, shown as components of the Total Project Amount in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures) is

- fully funded.
 partially funded in the amount of \$_____.
 not applicable.

III. Method of Payment (See Section IX of the General Terms and Conditions of this contract, Method of Payment.)

- A. Advance payment, if justified and itemized in Attachment B-2, Approved Advance Payment, is
 authorized for \$ _____.
 not applicable.
- B. Progress payments
 shall be made on a _____ (e.g. mo./qtr./deliverable) basis for \$ _____ per payment.
 shall be based on actual expenditures submitted on a quarterly (e.g. mo./qtr.) basis accompanied by receipts computer printouts.
 shall be made on submission of deliverables in accordance with the project specifications and requirements.
 are not applicable.
- C. Final payment of \$10% of the total grant amount
(amount or description)
 shall be withheld pending receipt of all final reports.
 is not applicable.
 (other, specify) _____.

NOTE: No payment can be made unless a proper state invoice is submitted with appropriate justification, receipts, etc. and unless any required expenditure and performance reports are submitted.

IV. Matching and Cost Sharing Requirements (See Section X of the General Terms and Conditions of this contract, Matching and Cost Sharing Requirements.)

- The Contractor shall provide the matching or cost sharing amounts indicated in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures, and described further in Attachment B, Approved Project Budget.
 Matching and cost sharing requirements do not apply.

V. Project Income (See Section XI of the General Terms and Conditions of this contract, Project Income.)

- A. Royalties, if any, received as a result of copyrights or patents produced under this contract shall be
 paid to the Department.
 retained by the Contractor.
 not applicable.
- B. Other project income, if any, as defined in Section XI of the General Terms and Conditions of this contract, Project Income, shall be
 added to funds committed to the project by the Department and used to further eligible project objectives.
 deducted from the total project costs for the purpose of determining the net costs on which the Department shall base contract payments.
 paid to the Department.
 retained by the Contractor.
 not applicable.

VI. Certification of Adequacy of Accounting System (See Section XII of the General Terms and Conditions of this contract, Financial Management System.)

- A. A statement attesting to the adequacy of the Contractor's accounting system in accordance with the standards set forth in Section XII of the General Terms and Conditions of this contract, Financial Management System,
 must be completed, on Attachment G, Statement of Adequacy of Accounting System, by the Chief Financial Officer identified in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures.
 is not required.
- B. Financial reports shall be prepared in a manner consistent with the Contractor's normal accounting records, which are kept on
 a cash basis.
 an accrual basis.
 modified accrual basis.
 (other, specify) _____.

- VII. **Financial and Performance Reporting** (See Section XIII of the General Terms and Conditions of this contract, Financial and Performance Reporting.)
- A. All financial reports must be certified by the Chief Financial Officer.
 - B. Interim expenditure reports, including a completed copy of Attachment C, Expenditure Report, shall be submitted
 - on a quarterly (e.g. mo./qtr.) basis, no later than 45 days immediately following the end of the period.
 - (other, specify) _____, but no later than the due date of the final expenditure report.
 - C. Performance reports shall be submitted on a quarterly (e.g. qtr./annual) basis. These reports should be submitted no later than 45 days after the end of each reporting period.
 - D. A final expenditure report, including a completed copy of Attachment C, Expenditure Report, and a final performance report shall be submitted by the Contractor no later than 90 days after the Contractor's completion of all contract tasks, the expiration date of this contract, or the termination of this contract, whichever first occurs.
- VIII. **Audit Requirements** (See Section XV of the General Terms and Conditions of this contract, Audit Requirements.)
- A. Under the federal Single Audit Act or the State Circular Letter 04-04-OMB,
 - this contract is subject to a single audit and will be audited as such on Contractor's fiscal year.
 - this contract is not subject to a single audit and shall be audited as indicated in paragraphs B and C below.
 - B. If this contract is not subject to a single audit under paragraph A above,
 - the contract shall otherwise be audited at the end of the work period.
 - the contract may otherwise be audited at the Department's discretion up to three years after the end of the work period.
 - C. If this contract is audited under paragraph B above, the audit shall be conducted by
 - State auditors.
 - Department internal auditors.
 - a CPA firm appointed by Department.
 - a CPA firm chosen by the Contractor.
 - (other, specify) At the discretion of the Department.
 - D. The Department's records show the Contractor's fiscal year ends on June 30th. The Contractor shall notify the Department immediately if this date is incorrect or is changed.
 - E. Copies of all audit reports must be submitted to DEP, Office of Audit, PO Box 402, Trenton, NJ, 08625-0402 and to the Contracting Agency identified in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures, not later than nine months after the close of the Contractor's fiscal year.
- IX. **Contract Amendment** (See Section XVI of the General Terms and Conditions of this contract, Contract Amendment.)
- All budget revisions and modifications must be submitted, in writing, to (name) Ginger Kopkash, (title of position) Manager or the successor to that position (the "Contract Officer").
- X. **Authorizations and Disclosures** (See Section XXI of the General Terms and Conditions of this contract, Approvals and Authorizations.)
- A. The Contractor is
 - a local government agency.
 - a New Jersey corporation.
 - an out-of-state corporation.
 - (other, specify) Rutgers, The State University
 - B. Appended hereto as Attachment E, Governing Body Resolution or Corporate Resolution, is
 - a governing body resolution.
 - a corporate resolution.
 - no resolution.

- C. A Contractor's Stockholder Disclosure Statement is
- submitted herewith.
 - not applicable.
- D. A certificate of authority for Contractor to do business in New Jersey
- will be submitted.
 - is not applicable.

NOTE: No payment can be made until the Department has received any documents required under this Section X, Authorizations and Disclosures.

XI. Interest (See Section XXII of the General Terms and Conditions of this contract, Interest on Advance Payments and Disallowed Costs.)

- A. Interest above \$100 per year on advance payment of State funds
- may be retained by the Contractor for documented purposes under this contract.
 - shall be remitted to the Department on a quarterly basis.
 - will not exist because no advance payment is authorized.
 - (other, explain) _____.

NOTE: On federally funded grants, any interest above \$100 per year must be remitted on a quarterly basis to the Department for return to the federal government.

- B. Interest on payments of disallowed costs not returned within 30 days of request shall accrue in favor of the State at the rate specified in the "Notice of Intent to Collect" document (ADM-182).

XII. Modifications to General Terms and Conditions

The General Terms and Conditions of this contract are changed, supplemented, or deleted ("modified") as specified in this Section XII, which supersedes inconsistent terms, conditions, requirements, or provisions contained elsewhere in this contract. If all modifications do not fit on this page, the numeral "5" in the phrase "of 5" in the header of each page of this Attachment A must be changed to equal the total number of pages in this Attachment A, and each new page must be identified and successively numbered in the same manner as the first five pages.

- This Section XII does not contain modifications to the General Terms and Conditions of this contract.
- This Section XII does contain modifications to the General Terms and Conditions of this contract, and this Attachment A now comprises 5 pages.

ADDITIONAL TERMS AND CONDITIONS

Patent and Copyright Liability

The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind, for or on account of the use of any copyrighted or uncopyrighted composition, patented or unpatented invention, article, or appliance furnished or used in the performance of this contract. This is in addition to and in no way limits any other indemnification provision in the contract.

Delay of Contract

The Contractor is responsible for completing the contract as required by the Scope of Services and according to any approved project work schedules. However, a project schedule may be extended for delays caused by events which could not reasonably be anticipated and which are beyond the control of the Contractor. Such causes include, but are not limited to, actions by employees or other contractors employed by the State, unanticipated work changes ordered by the State, strikes, lockouts, fire, delays caused by common carriers, unavoidable casualties, work stoppage orders and work suspension riders. The Contractor shall submit written documentation to the Project Manager in accordance with Section XVI in order to request an extension of an approved project work schedule.

Dissemination of Information

During the course of this contract and for two years following submission of an approved final report, the Contractor shall not print, publish, disclose or otherwise make known to third parties the content of any data, information, studies, computation, memoranda, graphs, reports or other material arising from this Contract without at least thirty (30) days prior written notification to the State, and without informing the State of the nature of such disclosures. The Contractor shall coordinate all such disclosures with the State and shall permit the State to preview any such disclosure prior to its release. Contractor agrees to seriously consider the comments and suggestions of the State in the final drafting of all publications.

During the above thirty day period, the State may request a delay of any disclosure for up to one (1) year, if necessary, in order to protect the public interest. If the Contractor is publishing materials that the Department has reviewed and found unsatisfactory, inadequate or unacceptable, at the request of the Department, the Contractor shall include in any publication of materials resulting from this contract a statement, conspicuously placed, that the Department finds the material inadequate or unsatisfactory, that the Department disagrees with the analyses, interpretations, or conclusions contained therein, or both.

Acknowledge/Co-Authorship

Publication by the Contractor of any work or portion of work arising from this Contract must include a written acknowledgment of the Department's assistance (e.g., financial, equipment, manpower). Also, where State employees have contributed substantive work on the project, the appropriate State employees (project manager or other significant Department participant(s)) shall be named as co-author(s) on publications arising from this Contract.

Access to Material

Unless otherwise specified in this contract, the State shall have access to all data, samples, material, evidence and documentation gathered, originated or prepared for the State by the Contractor during the performance of his contractual responsibilities for a period of three (3) years from the submission of the approved Final Report. During that time period any such data, samples, material, evidence and documentation shall be provided to the State in a reasonably timely manner upon request by the State.

Substitutions of Personnel and Subcontractors

If, during the course of the contract, the Contractor finds that he cannot provide the personnel or subcontractors identified in this contract, and desires to substitute personnel or subcontractors, the Contractor must request in writing from the Department permission to substitute personnel or subcontractors. Such request must:

1. Explain the reasons why the original persons cannot be provided;
2. Demonstrate that the qualifications of the substitution are equal to or better than the originally proposed persons; and
3. Warrant that the substitution will be provided at no additional cost to the State.

CONTRACT
BETWEEN

RUTGERS, THE STATE UNIVERSITY
(Name of Grantee)

AND

THE STATE OF NEW JERSEY

BY AND FOR

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: RP13-002

ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS

I. Debarment and Suspension

The Grantee (Loan Recipient or Contractor) shall fully comply with Executive Order 12549 as implemented in federal regulation entitled *GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)*, 2 CFR Part 180, Subpart C - *Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)* and the applicable Federal agency Common Rule regulations found in <http://www.whitehouse.gov/omb/grants/chart.aspx>. The Grantee (Loan Recipient or Contractor) is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and the applicable Federal agency Common Rule regulations, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Grantee (Loan Recipient or Contractor) is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Grantee (Loan Recipient or Contractor) acknowledges that failing to disclose the information as required at 2 CFR 180.355 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Grantee (Loan Recipient or Contractor) may access the Excluded Parties List System at www.epls.gov.

II. Restrictions on Lobbying

- A. The Grantee (Loan Recipient or Contractor) agrees to fully comply with Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in <http://www.whitehouse.gov/omb/grants/chart.aspx>. The Grantee (Loan Recipient or Contractor) shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- (1) No federal appropriated funds may be expended by the Grantee (Loan Recipient or Contractor) to pay 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 any of the following covered Federal actions: 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) The Grantee (Loan Recipient or Contractor) shall file with the Department a certification, set forth in Appendix A-1-A, that the Grantee (Loan Recipient or Contractor) has not made, and will not make, any payment prohibited by paragraph (1) of this section.
 - (3) The Grantee (Loan Recipient or Contractor) shall file with the Department a disclosure form, set forth in Appendix A-1-B, following instructions contained in the Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in <http://www.whitehouse.gov/omb/grants/chart.aspx>, if the Grantee (Loan Recipient or Contractor) has made or has agreed to make any payment using non-federal funds which would be prohibited under paragraph (1) of this section if paid for with federal funds.
- B. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under the *NEW RESTRICTIONS ON LOBBYING* Common Rule regulations or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

III. Compliance with the Civil Rights Act of 1964

- A. The Grantee (Loan Recipient or Contractor) must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with non-discrimination requirements.
- B. Other civil rights laws may impose additional requirements on the Grantee (Loan Recipient or Contractor). These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and nonprofit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

IV. Trafficking Victim Protection Prohibition Statement

- A. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, and the requirements contained in federal regulation 40 CFR Part 175, *TRAFFICKING IN PERSONS*, the Department may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity fails to comply with these requirements. The Grantee (Loan Recipient or Contractor) must inform the Department immediately of any information received from any source alleging a violation of a prohibition in the Prohibition Statement below.
- B. The Grantee (Loan Recipient or Contractor) must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

V. National Environmental Policy Act (NEPA)

The Grantee (Loan Recipient or Contractor) shall not begin any implementation work under this Agreement until the required environmental review process, if applicable, is completed in compliance with the National Environmental Policy Act (NEPA), 42 United States Code 4321, et seq., its implementing regulations 40 CFR Part 1500-1508, and other applicable federal agency NEPA requirements.

**GRANT AGREEMENT
BETWEEN**

Rutgers, The State University of New Jersey
(Name of Grantee)

AND

THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: *RP13-002*

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (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. (Appendix A-1-B)
- (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 sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was 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.

Fana T. Campbell
Research Contract/
Grant Specialist

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date


Fana Campbell
11/16/12

Not Applicable – No lobbying activities will be conducted with these funds

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by 0348-00

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/acceptance <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known: <u>N/A</u></p>	<p>5. If reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime:</p> <p>Congressional District, if known: <u>N/A</u></p>	
<p>6. Federal Department/Agency:</p> <p><u>N/A</u></p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____ <u>N/A</u></p>	
<p>8. Federal Action Number, if known:</p> <p><u>N/A</u></p>	<p>9. Award Amount, if known:</p> <p>\$ <u>N/A</u></p>	
<p>10. a. Name and Address of Lobbying Entity (If individual last name, first name, MI):</p> <p><u>N/A</u></p> <p>(attach Continuation Sheet(s))</p>	<p>b. Individuals Performing Services (including address, if different from No. 10a) (Last name, first name, MI):</p> <p><u>N/A</u></p> <p>SF-LLL-A, if Necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p> <p><u>N/A</u></p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____</p> <p><u>N/A</u></p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: nature _____ value _____</p> <p><u>N/A</u></p>	<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), Employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature <u></u></p> <p>Print Name <u>Fana T. Campbell</u></p> <p>Title <u>Research Contract/ Grant Specialist</u></p> <p>Telephone No. <u>848-932-0150</u> Date <u>11/16/12</u></p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached,

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CONTRACT
BETWEEN

RUTGERS, THE STATE UNIVERSITY
(Name of Grantee)

AND

THE STATE OF NEW JERSEY

BY AND FOR

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: RP13-002

ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

FEDERAL FUNDED AGREEMENTS OF \$25,000 OR GREATER

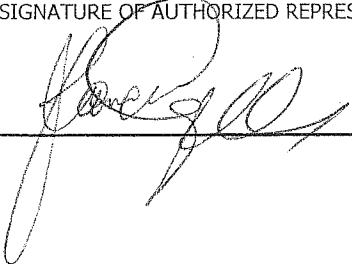
I. Federal Funding Accountability and Transparency Act (FFATA)

- A. The Grantee (Loan Recipient or Contractor) agrees to obtain a Data Universal Numbering System (DUNS) number that will represent a universal identifier for all federal funding assistance. DUNS numbers can be obtained from Dun and Bradstreet <http://fedgov.dnb.com/webform/>.
- B. The Grantee (Loan Recipient or Contractor) agrees to register with the Central Contractor Registration (CCR) and to maintain current registration at all times during which this agreement is active or under consideration by the Department. Register at <http://www.ccr.gov/>.
- C. The Grantee (Loan Recipient or Contractor) agrees to submit a signed FFATA Request Form set forth in Appendix A-2 as a condition of this Agreement.

Federal Funding Accountability and Transparency Act (FFATA) Request Form

New Jersey Department of Environmental Protection (NJDEP)

The NJDEP is required under the Federal Funding Accountability and Transparency Act (FFATA) to collect subrecipient information for transactions of \$25,000 or greater.

Legal Name of Entity Receiving Subaward			
Rutgers, The State University of New Jersey			
DUNS Number 00-19-2864		Parent Entity DUNS Number (if applicable)	
Federal Agency (see pg. 2)	CFDA No. (see pg. 2)	Program Source (to be completed by NJDEP)	
Subaward Amount \$541,300	Transaction Type (Grant/ Loan/Contract)	Current registration in Central Contractor Registration (www.ccr.gov)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title (if applicable) The Upper Salem River Watershed Stormwater Management Implementation Project, Salem County, New Jersey		Agree to maintain current CCR registration at all times during which a federal subaward is active or under consideration by the NJ Dept. of Environmental Protection? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Location of Entity Receiving Award			
City New Brunswick	State NJ	County Middlesex	Congressional District 6th
Primary Location of Performance			
City New Brunswick	State NJ	County Middlesex	Congressional District 6th
SIGNATURE OF AUTHORIZED REPRESENTATIVE  Fana T. Campbell Research Contract/ Grant Specialist		DATE 11/16/12	

By signing this document, the Authorized Representative attests to the information. The NJDEP will not endorse the subaward until this form is completed and included in the agreement.

CONTRACT
BETWEEN

RUTGERS, THE STATE UNIVERSITY
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: RP13-002

ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS
FEDERAL USEPA FUNDED AGREEMENTS

I. Debarment and Suspension

In addition to the requirements set forth in 2 CFR Part 180 entitled *GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)*, the Grantee (Loan Recipient or Contractor) shall fully comply with the requirements of 2 CFR Part 1532 applicable to awards from the U.S. Environmental Protection Agency.

II. Utilization of Disadvantaged Business Enterprises (DBE)

The Grantee (Loan Recipient or Contractor) shall fully comply with the requirements of 40 CFR Part 33 entitled *PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN U.S. ENVIRONMENTAL PROTECTION AGENCY PROGRAMS*. See also the USEPA Office of Small Business Program at <http://www.epa.gov/osbp/grants.htm> for more information and required forms.

- A. Pursuant to 40 CFR, Section 33.301, the Grantee (Loan Recipient or Contractor) agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:
- (1) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - (2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 - (3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
 - (4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 - (5) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
 - (6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (1) through (5) of this section.

- B. The Grantee (Loan Recipient or Contractor) agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments. The reporting period is semiannual, with reporting periods ending March 31st and September 30th. The reports must be submitted within 30 days of the end of the semiannual reporting periods, April 30th and October 30th.

Entities receiving financial assistance agreements to capitalize a revolving loan fund are required to submit their MBE/WBE participation reports on a semiannual basis to the State of New Jersey Department of Environmental Protection, rather than to the U.S Environmental Protection Agency (USEPA).

- C. The Grantee (Loan Recipient or Contractor) agrees to comply with the contract administration provisions of 40 CFR 33.302.
- D. The Grantee (Loan Recipient or Contractor), receiving a total of more than \$250,000 in USEPA financial assistance in any given fiscal year, agree to create and maintain a bidders list. Entities receiving financial assistance agreements to capitalize a revolving loan fund are required to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. See 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

III. Payment to Consultants

- A. USEPA participation in the salary rate (excluding overhead) paid to individual consultants retained by the Grantee, (Loan Recipient, Contractor or Subcontractors) shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually (<http://www.opm.gov/oca/09tables/index.asp>). This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2009, the limit is \$587.28 per day and \$73.41 per hour. This rate does not include transportation and subsistence costs for travel performed (the Grantee, Contactor, or Subcontractor will pay these in accordance with their normal reimbursement practices).
- B. Subagreements with firms for services which are awarded using the procurement requirements of 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the Grantee, Loan Recipient, Contactor, or Subcontractor with the responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27 (b).

IV. Recycling and Waste Prevention – Political Subdivisions

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

V. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

VI. Foreign Entities or Location

Obtain NJDEP and EPA consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country.

**CONTRACT
 BETWEEN
 RUTGERS, THE STATE UNIVERSITY
 (Name of Contractor)
 AND
 THE STATE OF NEW JERSEY
 BY AND FOR
 THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
 CONTRACT NUMBER: RP13-002**

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	CONTRACTOR	OTHER
A. Personnel Costs	101,269.00	101,269.00	0.00	0.00	0.00
Salaries					
Fringe Benefits	35,849.00	35,849.00	0.00	0.00	0.00
B. Consultants and Subcontractors	327,973.00	327,973.00	0.00	0.00	0.00
C. Other Costs	Specify below:				
▪ Equipment and Supplies	4,000.00	4,000.00	0.00	0.00	0.00
▪ Travel	3,000.00	3,000.00	0.00	0.00	0.00
▪ Other Service - Laboratory Costs	20,000.00	20,000.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
D. Audit	0.00	0.00	0.00	0.00	0.00
Subtotal Direct Costs	492,091.00	492,091.00	0.00	0.00	0.00
Less Program Income	0.00	0.00	0.00	0.00	0.00
Total Direct Costs	492,091.00	492,091.00	0.00	0.00	0.00
Indirect Costs	116,729.00	49,209.00	0.00	67,520.00	0.00
TOTAL PROJECT AMOUNT	608,820.00	541,300.00	0.00	67,520.00	0.00

TOTAL CONTRACT AMOUNT is the sum of "Federal" and "State" column totals \$541,300.00
 the sum of "Federal" "State" and "Other" column totals \$541,300.00

The sums identified in the "Total Budget" column are itemized and justified in (check one or more as appropriate)

- Attachment D, Scope of Services, on page(s) _____.
- Attachment D-2, Contractor's Proposal, on page(s) 2 - 14.
- Attachment B-1, Itemization and Justification of Budget, comprising 1

CONTRACT
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CONTRACT NUMBER: RP13-002

ITEMIZATION AND JUSTIFICATION OF BUDGET

If neither Attachment D, Scope of Services, nor Attachment D-2, Contractor's Proposal, provides an itemization, explanation, and justification for the Approved Project Budget, they must be provided on this Attachment B-1, comprising 1 pages, including this page.

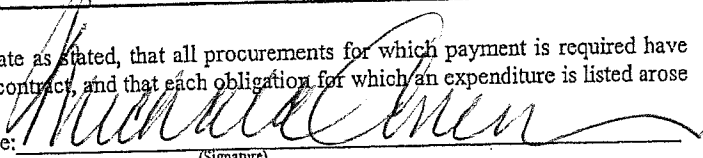
**CONTRACT
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THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT NUMBER: RF13-002**

EXPENDITURE REPORT: For the period beginning _____ and ending _____

ACCOUNT DESCRIPTION	APPROVED PROJECT BUDGET	PREVIOUSLY REPORTED CUMULATIVE EXPENDITURES	ACTUAL EXPENDITURES AS OF _____ (date)	CUMULATIVE EXPENDITURES	UNEXPENDED BALANCE
A. Personnel Costs	101,269.00				
Salaries					
Fringe Benefits	35,849.00				
B. Consultants and Subcontractors	327,973.00				
C. Other Costs Specify below:					
▪ Equipment and Supplies	4,000.00				
▪ Travel	3,000.00				
▪ Other Service - Laboratory Costs	20,000.00				
▪	0.00				
▪	0.00				
D. Audit	0.00				
Subtotal Direct Costs	492,091.00				
Less Program Income	0.00				
Total Direct Costs	492,091.00				
Indirect Costs	116,729.00				
TOTAL PROJECT AMOUNT	608,820.00				

CERTIFICATION BY CHIEF FINANCIAL OFFICER

I certify that the above expenditures for the period are accurate as stated, that all procurements for which payment is required have been made in accordance with the standards contained in this contract, and that each obligation for which an expenditure is listed arose during the work period.

Signature: 
(Signature)
Name: Michele Coatin
(print name)
Title: University Controller

Date: _____

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CONTRACT NUMBER: RP13-002

SCOPE OF SERVICES

The Scope of Services for this contract comprises Attachment D-2, Contractor's Proposal; any project requirements delineated in Attachment D-1, Project Requirements; and any modifications, amendments, and additions to the Contractor's proposal discussed in this Attachment D. In case of conflict among the provisions of Attachments D, D-1, and D-2, the order of priority shall be: (1) Attachment D-1, (2) Attachment D, (3) Attachment D-2. This Attachment D comprises 1 pages, including this page.

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CONTRACT NUMBER: RP13-003

PROJECT REQUIREMENTS

The Contractor shall comply with the requirements set forth below, as well as any rules and regulations promulgated pursuant to the program's enabling legislation, if any, N.J.S.A.13:1D-9 et. seq.; 58:10A-5.e. See N.J.A.C.N/A. Listed below are specific requirements, including special conditions, of the program and the project covered by this contract. This Attachment D-1 comprises 2 pages, including this page.

Grant Special Conditions

- a. For scopes of work that require a QAPP - "All monitoring measurements, or data generation must have a quality assurance project plan (QAPP) approved by the Department before any monitoring, measurements, or data generation is initiated. If the applicant generates data without a Department approved QAPP, the costs will not be eligible for funding;"
- b. Data Submission - "All data collected through the course of the project must be submitted in the format requested by the Department. All data must be entered on to the Department's Water Quality Data Exchange online database located at: <http://www.njdeponline.com/> ;
- c. All Final Reports must be submitted in hard copy and electronic forms utilizing Microsoft word or compatible format. All final reports for NPS implementation projects must include a maintenance plan, approved by the Division of Policy Implementation and Watershed Restoration (DPIWR), to ensure the long-term viability of the implementation structures or measures. Documentation must be provided that this approved maintenance plan was provided to the entity that will assume ownership and long term maintenance responsibilities, and that said entity was provided the appropriate training regarding the specific maintenance of the implementation structure or measure;
- d. Pollutant load reduction estimates utilizing the EPA STEPL or other non-proprietary load reduction estimation model must be provided within 90 calendar days of completion of each implementation measure. Use of models other than STEPL must be approved by the DPIWR. All Final reports must include a detailed summary of load reductions achieved by individual implementation measures supported through this grant contract;
- e. All Final Reports must include a project summary consistent with the EPA "success story" format guidelines, submitted in hard copy and electronic format utilizing Microsoft word or compatible format. The DPIWR shall provide grantee with the success story format guidelines;
- f. All equipment purchased utilizing grant funds must be relinquished to the Department upon completion of the project, unless otherwise notified in writing by the DPIWR;
- g. GIS - "All projects that involve activities using a GIS data or mapping component must follow the Department's Mapping and Digital Data Standards, as revised on February 23, 2006, which may be found at www.state.nj.us/dep/gis. If the applicant involved is not capable of following this guidance, the costs associated with GIS are not eligible for funding";
- h. Preliminary design information necessary to initiate a pre-application meeting for implementation projects requiring Division of Land Use Regulation (DLUR) permits must be submitted to DPIWR for review prior to proceeding to final design of the project. If approved DPIWR shall be identified as the Co-applicant on permit applications completed by the grant recipient and will submit them to DLUR. To facilitate this process, all DLUR permit applications must be submitted directly to the designated DPIWR project manager;

- i. Grantee must provide appropriate acknowledgement indicating that the project(s) supported through this contract as funded by a Federal 319(h) grant awarded by the New Jersey Department of Environmental Protection, on all publicly available and distributed publications, press releases, web postings, email notifications or project specific signage, relating to the project as supported through this grant contract;
- j. Grantee must submit hard and electronic copies of the progress and expenditure forms to the project manager, David McPartland.
- k. The contractor shall ensure that the award or distribution of funds for the Agricultural Mini-Grant Program developed under this contract is done in compliance with the State "Notice of Fund Availability" requirements set forth in N.J.S.A. 52:14-34.4 and -34.5. The Department shall coordinate with the Contractor as necessary to meet this obligation.

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CONTRACT NUMBER: RP13-002

CONTRACTOR'S PROPOSAL

Contractor's project proposal, comprising 14 pages, including this page, is incorporated into this contract as this Attachment D-2. Except as modified, amended, or supplemented by Attachment D, this Attachment D-2, Contractor's Proposal, describes the assignment tasks and project work units which the Contractor shall perform and deliver pursuant to this contract.

The Upper Salem River Watershed Stormwater Management Implementation
Project, Salem County, New Jersey

319(h) GRANT APPLICATION

September 30, 2011; Revised January 3, 2012; Revised May 23, 2012; Revised July 23, 2012;
Revised October 16, 2012; Revised November 7, 2012

I. COVER PAGES

Applicant Information

- 1) Applicant Organization: Rutgers University
- 2) Organization Address: 14 College Farm Road, Room 232
New Brunswick, NJ 08901
- 3) Organization Phone: (848) 932-5711
Organization Fax: (732) 932-8644
- 4) Contact: Christopher C. Obropta, Ph.D., P.E.
Associate Extension Specialist in Water Resources
(848) 932-5711 (office)
(908) 229-0210 (cell)
obropta@envsci.rutgers.edu

Local Partners

- 5) Partner Organization: Rutgers Cooperative Extension of Salem County
Partner Contact: Salvatore Mangiafico, Environmental and Resource
Management Agent
Partner Address: Suite 1, 51 Cheney Road, Woodstown, NJ 08098-9982
Partner Email: mangiafico@njaes.rutgers.edu
Partner Phone: (856) 769-0090
Partner Fax: (856) 769-1439

Watershed Information

- 6) WMA #17 – Salem River
- 7) HUC-14: 02040206030010
- 8) Waterbodies Affected by Project and Their Status:
 - A. Salem River
Aquatic Life is “Moderately Impaired.” Impaired for phosphorus– phosphorus TMDL requires an 88% reduction in phosphorus loading to the stream. Impaired for fecal coliform – fecal coliform TMDL requires an 84% reduction in fecal loading to the stream.

Implementation Proposals

Implementation Project Name: Implementation of Nonpoint Source Pollution Controls for the Upper Salem Watershed

- 9) Name of Watershed Plan Project is Implementing: "Upper Salem Watershed Restoration and Protection Plan," 2011. Prepared by the Rutgers Cooperative Extension (RCE) Water Resources Program. Submitted September 2011.
- 10) Primary Waterbody Affected: Salem River
- 11) Type of NPS Implementation Project: Management of stormwater runoff from agricultural landscapes to reduce nutrient and sediment loading.
- 12) Primary Pollutant Target: Phosphorus, Fecal Coliform/Bacteria
- 13) Additional Pollutants Addressed: Nutrients, Metals, floatables, Total Suspended Solids (TSS)

Project Information

- 14) Grant Amount Requested: \$541,300
- 15) Project Duration in Months: 48
- 16) Local Match (+) \$67,520
- 17) Project Total (=) \$608,820
- 18) State Legislative District Number: 3rd
- 19) Congressional District Number: 2nd

II. Abstract

The Upper Salem River Watershed is a 15 square mile portion of the Salem River within the Lower Delaware River Basin. A phosphorus total maximum daily load (TMDL) for the Lower Delaware River requires an 88% nonpoint source load reduction to achieve water quality targets at critical locations within the Upper Salem River Watershed. In addition, a fecal coliform TMDL requires an 84% reduction in loads to meet water quality criteria.

Rutgers University has completed a Watershed Restoration and Protection Plan for the Upper Salem River Watershed. This plan identifies opportunities for the implementation of stormwater best management practices (BMPs). This plan also identifies the phosphorus and fecal coliform load reductions that can be achieved by these BMP implementation projects. This proposal will focus on implementing recommended BMPs at agricultural operations within the Upper Salem River Watershed, to achieve measureable water quality improvements at the outlet of the watershed. The overall project goal is to increase the amount of agricultural conservation practice implementation in the Upper Salem Watershed to achieve the required reduction in nonpoint source total phosphorus and fecal coliform loads.

This goal will be accomplished by implementing a BMP outreach and education program that works with farmers to implement BMPs to reduce nutrient loading to the Salem River. One component of this program will be an Agricultural BMP Program that will provide funding to farmers to compliment United States Department of Agriculture (USDA) Farm Bill Program funding or to be a sole-source funding for implementing conservation practices. Additionally, an Agricultural Assistance Program will be developed to help all farmers in the watershed develop Comprehensive Nutrient Management Plans (CNMPs) and implement the recommendations in these plans.

III. Applicant Description

The RCE Water Resources Program is currently working on nine 319(h) projects under the direction of Christopher C. Obropta, Ph.D., P.E. In 2010, the RCE Water Resources Program was awarded two projects. The Robinsons Branch Stormwater Management Implementation Project (RP-10-089) was awarded to support the first steps needed in implementing recommendations of the Regional Stormwater Management Plan. This effort will involve collaboration with the City of Rahway and Township of Clark and is targeted for completion in July 2014. The Rockaway Town Square Mall Stormwater Demonstration Project (RP10-106) is working to identify and evaluate pre-manufactured treatment devices and BMPs appropriate for retrofits and upgrades in highly impervious urban and suburban commercial areas and will be completed in July 2013. The Newark Environmental Justice Project (RP 09-060) is focusing on stormwater education and BMPs to control CSO Discharges in the City of Newark with a target completion date of July 2012. The Upper Salem River Watershed Restoration Plan (Grant/Contract Number 05-079), which was awarded in the 2005 319(h) grant process will be completed this year. Two other awarded 319(h) projects include the "Watershed Protection Plan for the Musquapsink River Watershed" (RP07-002) and the "Watershed Protection Plan for the Tenakill Brook Watershed" (RP07-001); both projects are due for completion before the end of

2011. The project, "Watershed Protection Plan for the Assiscunk Creek Watershed" was completed in 2011. The Troy Brook Implementation Plan (RP08-056) will be completed in 2011. Dr. Obropta has employed one Senior Project Manager, one Senior Program Coordinator, one Post-Doctoral Associate, one Program Coordinator, and six Program Associates to assist with the technical aspects of these projects. The staff of the Water Resources Program collectively has extensive experience in watershed management, shoreline restoration, geographic information systems (GIS), water quality and quantity modeling, water quality monitoring, biological assessments, best management strategies, BMP design, and public education and outreach. Additionally, Dr. Obropta has several graduate students and undergraduate students that provide assistance with these 319(h) efforts.

IV. Project Implementation Schedule

Scope of Work (max 10 pgs)

Background information

The Salem River Watershed above USGS gauge 01482500 (henceforth, the Upper Salem River Watershed) is approximately 15 square miles in size, includes 20 miles of river and streams, and is located in Watershed Management Area (WMA) 17 (Figure 1). The Upper Salem River Watershed is comprised of sections of Upper Pittsgrove Township, Pilesgrove Township, and Woodstown Borough in Salem County (Figure 1). Tributaries to the Upper Salem River are unnamed and one major surface waterbody, Memorial Lake, is located in Woodstown Borough (Figure 1). Smaller waterbodies are located throughout the watershed and are primarily dammed impoundments used for flood control (Figure 1). The Salem River Watershed system eventually discharges to the Delaware River.

According to the 2002 *New Jersey Integrated Water Quality Monitoring and Assessment Report*, a.k.a. the "Integrated List," the Upper Salem River at Seeley Lake did not attain its designated uses and was therefore listed on Sublist 5 for fecal coliform and total phosphorus, requiring development of TMDLs. The TMDL for fecal coliform determined that an 84% reduction in fecal coliform loading to the Salem River is needed to achieve water quality standards. A TMDL developed for total phosphorus for the Lower Delaware Water Region calls for a relatively high reduction in phosphorus loading. Since the Salem River drains to Memorial Lake (Figure 1), the applicable lake water quality criterion of 0.05 mg/L has been used for the total phosphorus TMDL, requiring a load reduction of 88% (NJDEP, 2003b). This reduction must be met for the entire lakeshed, which is the Upper Salem River Watershed that this study addresses.

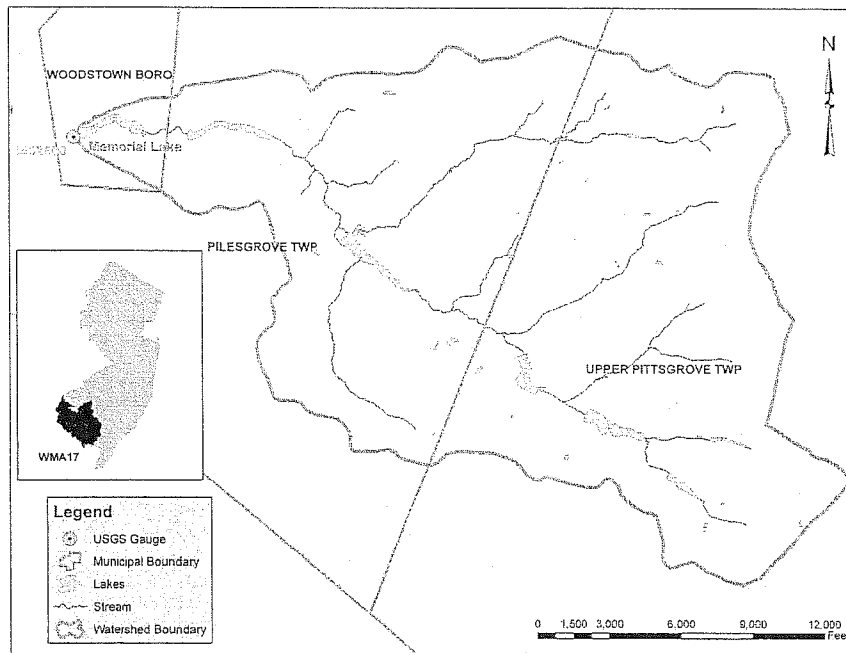


Figure 1: The Upper Salem River Watershed.

Root cause analysis

The watershed is dominated by agricultural land uses (Figure 2; Figure 3; Table 1). NJDEP land use data (NJDEP, 2010) categorizes agricultural land uses as cropland and pastureland, orchards/vineyards/nurseries/horticultural areas, confined feeding operations, and other agriculture (Figure 3). Forests, urban land uses, and wetlands comprise the majority of remaining land cover within the Upper Salem River Watershed (Figure 2; Figure 3).

As outlined in the Watershed Restoration and Protection Plan, The normalized total annual total phosphorus loading rate estimated using the SWAT model (at the watershed outlet at station S10) for 2007-2008 (0.27 kg/acre) is lower than the NJDEP coefficient (0.60 kg/acre/year), while the rate for 2008-2009 (0.76 kg/acre) is higher than the NJDEP coefficient for agriculture. This may be due to higher soil erodibility, high watershed slopes, and different agricultural practices used in the Upper Salem River Watershed as opposed to those watersheds used to develop the NJDEP coefficients. If the higher value is representative of conditions in the Upper Salem River Watershed, the need for water quality improvement becomes essential. Phosphorus loads in the Upper Salem River Watershed were found to likely be attached to suspended sediments. Fertilizers, domestic animal and livestock wastes, failing septic systems, and crop residues are potential agricultural and residential nonpoint sources of phosphorus carried by stormwater runoff.

Erosion may be leading to suspended sediments in streams and high phosphorus concentrations in the water column. In addition, there are a number of man-made impoundments and lakes along the Salem River (Figure 1). These areas may be accumulating sediments and sediment-bound phosphorus and harboring potential sinks for these pollutants.

Approximately 95% of the agricultural lands within the Upper Salem River Watershed are cropland and pastureland. An intensive education and outreach program needs to be implemented to work with the farmers in the watershed to help them implement BMPs such as livestock fencing, vegetative buffers, cover crops, and manure management that will reduce their phosphorus and bacteria loading to the Salem River.

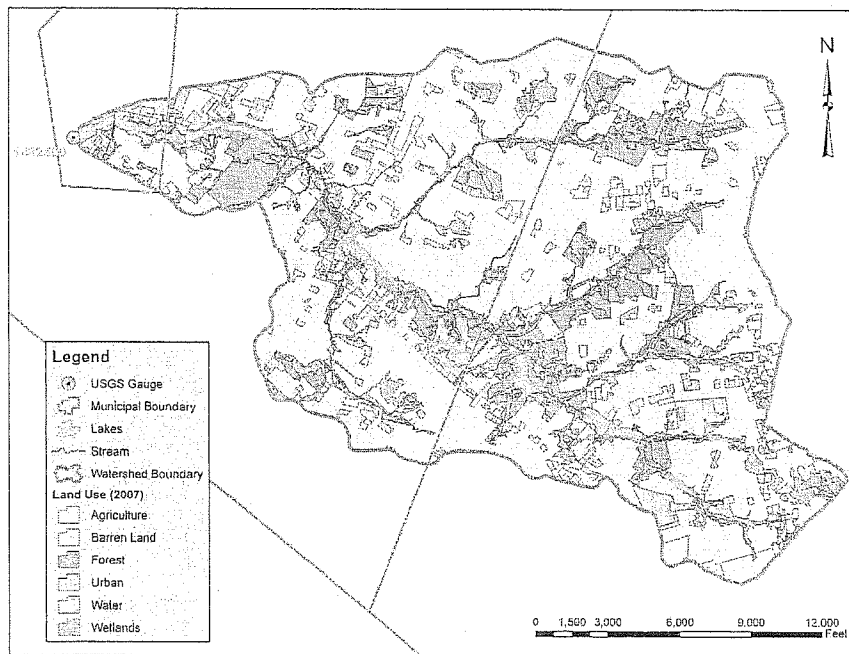


Figure 2: Land uses in the Upper Salem River Watershed.

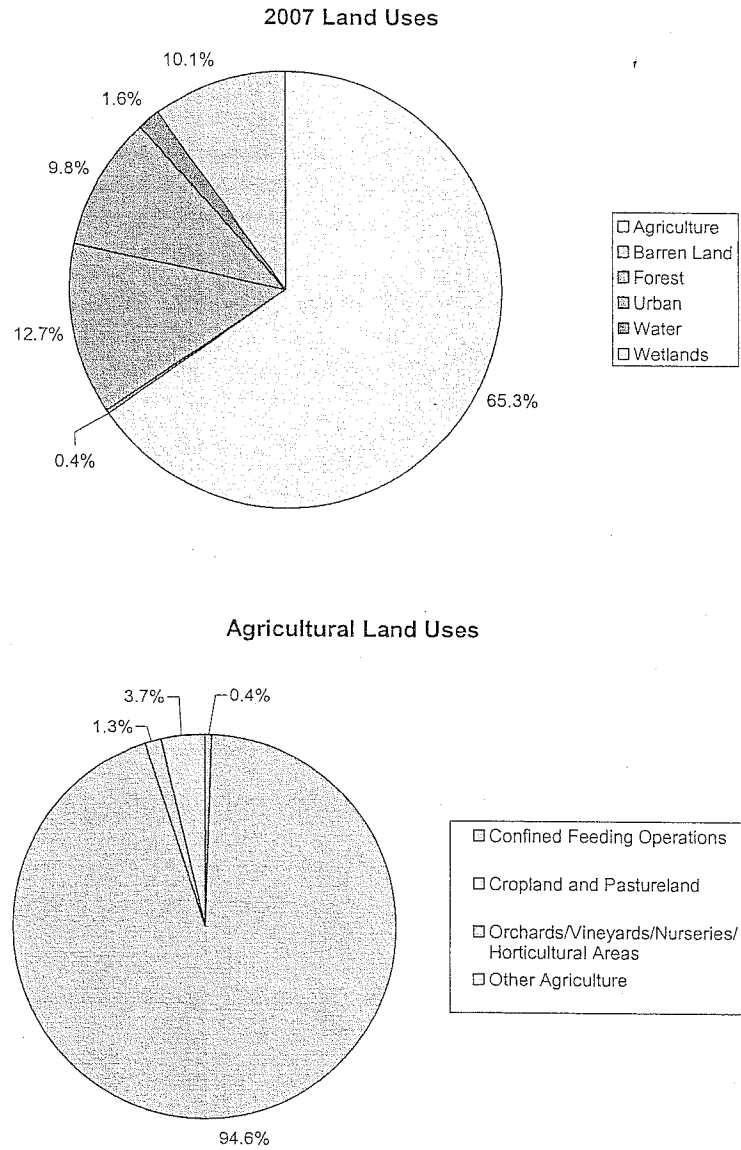


Figure 3: Land cover types and agricultural land uses in the Upper Salem River Watershed.

Goals, Objectives, and Tasks

Overall Goal:

The overall project goal is to increase the amount of agricultural conservation practice implementation in the Upper Salem Watershed to achieve the required reduction in nonpoint source total phosphorus and fecal coliform loads.

***Objective 1:** Develop and implement BMP outreach and education programs that work with farmers to implement BMPs to reduce nutrient loading to the Salem River.*

One area in particular for education is in the promotion and use of cover crops as a means of erosion control. The Watershed Restoration Plan determined that erosion is leading to suspended sediments in streams and high phosphorus concentrations in the water column. This behavior is similar under both wet and dry conditions. Cover crops act to hold soils in place and prevent their loss from surface runoff. In addition, they have the capability to reduce flow rates of runoff and lower the concentration of pollutants found within this runoff.

A second area for education is vegetative buffers and livestock fencing. The Watershed Restoration Plan clearly identified bovine as a source of fecal coliform. Fencing and buffers will help reduce loading from bovine sources and fields where manure is being spread. Vegetative buffers also are an excellent method for filtering sediment and the pollutants attached to the sediment such as phosphorus.

A third area for education is manure management. Better manure management will reduce both phosphorus and bacteria loads to the stream. The Natural Resources Conservation Service (NRCS) has many standard manure management designs that can easily be adapted for the farms in the Salem River Watershed.

The USDA Farm Bill Program offers funding to farmers to implement various BMPs but these programs often require the farmer to pay a cost-share. Many farmers do not have the financial capacity to pay this cost-share. Therefore, an Agricultural BMP Program needs to be put in place to help the farmer pay for the cost-share associated with accepting Farm Bill Program funding. Additionally, some farmers are not eligible for Farm Bill Program funding. This Agricultural BMP Program also can make financial resources available to these farmers to implement BMPs.

Task 1: Assemble draft education and outreach program materials that will focus on helping farmers better understand the available USDA Farm Bill Programs and BMP options for reducing their impact on the Salem River Watershed as well as options to collect runoff and reuse the water. Submit draft materials to Division of Policy Implementation and Watershed Restoration (DPIWR) project manager for review and approval. These materials will include information sheets, PowerPoint presentations and various other extension publications.

Task 2: RCE will develop an Agricultural BMP Program to provide cost-share funding to agricultural producers to increase BMP implementation. This program will be based upon the New Jersey Water Supply Program that is being created in the Raritan River Watershed. The program is intended to expand the ability of farmers to implement conservation practices by providing a funding source to either serve as a complement to USDA Farm Bill programs or be a sole-source of funding (subject to NJDEP project manager approval). This task also includes the development of producer contracts and the development of an educational and outreach program for all farmers to inform them of the Agricultural BMP Program.

Task 3: Deliver the educational and outreach programs to farmers in the watershed. This will be the educational and outreach programs developed in Task 1 and 2 along with a general watershed management and BMP discussion that can be applied to all farmers in the Salem River Watershed.

Task 4: Work with NRCS to implement a Conservation Assistance Program that will help all farmers in the watershed develop CNMPs and implement the recommendations in these plans. In the past, NRCS has been unable to keep up with the demand to develop CNMPs and design BMPs for farmers. This task will include funding for the use of Certified Technical Service Providers to develop CNMPs for farms throughout the watershed. RCE has several staff that are Certified Technical Service Providers. By using these highly trained staff, the development of CNMPs will be dramatically accelerated for this project. A draft work plan will be submitted to the NJDEP project manager for review and approval.

Task 5: Implement the Agricultural BMP Program developed in Task 2. RCE will work with NRCS to identify and implement appropriate conservation practices to reduce the potential for water quality impacts from farms within the watershed. Once again, the Certified Technical Service Providers at RCE will assist in designing the BMPs for farmers as a means of accelerating the implementation of these practices. All projects will be submitted to NJDEP for their review prior to completing final designs and implementation. NJDEP permit coordinator will coordinate all interactions with the Division of Land Use Regulation (DLUR) regarding any required permit(s). NJDEP Division of Policy Implementation and Watershed Restoration will serve as Co-applicant should any DLUR permits be required. All DLUR permit application packages must be submitted to NJDEP Division of Policy Implementation and Watershed Restoration to facilitate this process.

Additionally, a Quality Assurance Project Plan will be developed (and submitted to NJDEP for review and approval) and implemented for sampling at the established monitoring locations from the plan (i.e., S1, S2, S3, S4, S5, S6, S7, S8, S9, S10). Sampling will occur from May through October (i.e., twice per month for a total of 12 sampling events) during the final year of the project for total phosphorus, total suspended solids, and fecal coliform to measure water quality improvements that may result from the implementation of various management practices.

Task 6: RCE will be responsible for project coordination, including preparation of quarterly reports and a final report, and oversight of all project contractors. Within 90 days of completion of each project's installation, a project summary in EPA "Success Story" format and corresponding "STEPL" load reduction information shall be submitted to the NJDEP project manager.

Schedule					
Task	Responsible Party	Timeframe	Anticipated Start Month	Project Deliverable	Anticipated Completion Month
#1: Assemble educational and outreach programs	RCE Water Resources Program	4 months	Month 1	Education and outreach program	Month 4
#2: Develop an Agricultural BMP Program	RCE Water Resources Program	4 month	Month 1	Agricultural BMP Program	Month 4
#3: Deliver educational and outreach programs ¹	RCE Water Resources Program	33 months	Month 3	Farmers willing to participate in Ag BMP Program	Month 36
#4: Implementation of a Conservation Assistance Program	RCE Water Resources Program Coordinated with NRCS	39 months	Month 3	CNMPs for farmers	Month 42
#5: Implementation of Agricultural BMP Program; Present designs to NJDEP for their review; QAPP & monitoring	RCE Water Resources Program	36 months	Month 6	BMPs on farms, QAPP, and water quality data for TP, TSS, and fecal coliform	Month 46
#6: Project coordination	RCE Water Resources Program	48 months	Month 1	Quarterly reports and final report.	Month 48

¹ Depending on the initial response, this program may have to be delivered annually in conjunction with the solicitation of USDA Farm Bill Program.

V. Budget (Total Cost = \$608,820)

Salem River BMP Implementation Project

Task	Project Deliverable	NJDEP Funding	Rutgers (in-kind) Match	Other Potential Funding
#1: Assemble education and outreach program	Education and outreach program	\$10,000	\$4,000	
#2: Develop an Agricultural BMP Program	Agricultural BMP Program materials, including contract guidance, producer eligibility requirements, eligible practices and outreach plan	\$10,000	\$4,000	
#3: Deliver educational and outreach programs	Farmers willing to participate in Agricultural BMP Program	\$32,000	\$12,800	
#4: Implementation of a Conservation Assistance Program	Coordination and development of CNMPs for farmers	\$24,000	\$9,600	
#5: Implementation of Agricultural BMP Program	Technical assistance for BMP implementation; BMPs at eligible farms	\$435,300	\$25,120	Funding from USDA Farm Bill Programs
#6: Project coordination	Quarterly reports and final report.	\$30,000	\$12,000	
TOTALS:		\$541,300	\$67,520	

Total Project Cost:	\$608,820
Grant Amount Requested:	\$541,300

Note: The Rutgers in-kind match is a portion of the unrecovered Rutgers overhead (i.e., the difference between Rutgers standard overhead and the reduced overhead rate of 10% that Rutgers charges NJDEP).

Budget Justification: Salem River BMP Implementation Project

BUDGET (\$541,300 in requested funding)

Salaries (\$101,269)

Staff time has been allocated to develop educational programs, design BMPs for projects that are not eligible for Farm Bill Program funding, coordinate the Agriculture BMP Program, Implement the Conservation Assistance Program and manage the overall project. These staff may be a combination of Program Coordinators, Program Associates, Certified Technical Service Providers, and/or Post-Doctoral Researchers. The entire team will work under the guidance of Dr. Obropta and Dr. Mangiafico. Since Dr. Obropta and Dr. Mangiafico's salaries are being paid from other sources, none of their salaries will be charged to this project.

Fringe (\$35,849)

Fringe benefits for the technical staff are estimated at 35.4%.

Travel (\$3,000)

Travel to meetings, site assessments, sampling and conferences/workshops to present results is included in the proposal.

Equipment and Supplies (\$4,000)

Funding has been allocated for computer and printer supplies to plot engineering drawings and educational materials.

Other Service (\$20,000)

Additionally, laboratory cost for analyzing water quality samples is included in this budget category.

Subcontractor (\$327,973)

These funds will be used to provide subcontracts for the Agriculture BMP Program.

Indirect Costs (\$49,209)

Rutgers standard 10% overhead was applied to this project for indirect costs.

In-Kind Support (\$67,520)

Dr. Obropta and Dr. Mangiafico's salaries are fully funded by Rutgers University, and their salaries will not be charged to this project. A portion of the unrecovered indirect costs will provide the in-kind match of \$67,520. The unrecovered Rutgers overhead is the difference between Rutgers standard overhead of 55% and the reduced overhead rate of 10% that Rutgers charges NJDEP.

VIII. Monitoring and Evaluation Information

The overall project goal is to increase the amount of agricultural conservation practice implementation in the Upper Salem Watershed to achieve the required reduction in nonpoint source total phosphorus and fecal coliform loads. This will be accomplished by calculating the pollution reduced by each installed BMP based upon literature values for removal efficiency, area being treated, and land use of the area being treated. Additionally, the USEPA STEP-L model will be used to estimate reductions on a HUC-14 scale, incorporating all the implementation that has been undertaken in the Upper Salem River Watershed.

Additionally, a Quality Assurance Project Plan will be developed (and submitted to NJDEP for review and approval) and implemented for sampling at the established monitoring locations from the plan (i.e., S1, S2, S3, S4, S5, S6, S7, S8, S9, S10). Sampling will occur from May through October (i.e., twice per month for a total of 12 sampling events) during the final year of the project for total phosphorus, total suspended solids, and fecal coliform to measure water quality improvements that may result from the implementation of various management practices.

All data collected through the course of the project will be submitted in the format requested by the Department. All data will be entered in the Department's Water Quality Data Exchange online database located at: <http://www.njdeponline.com/>.

IX. Geographic Information System Data

A GIS program will be used during the course of this project to track the locations of implemented BMPs and water quality monitoring sites.



I, Mary Claire Brennan, Assistant Secretary of the University, do hereby certify that at a meeting held on April 8, 2004 at New Brunswick, New Jersey, due notice having been given and a quorum present, the Board of Governors of Rutgers, The State University of New Jersey adopted the following resolution:

WHEREAS, on April 12, 2002 the Board of Governors authorized certain University officials to execute grant and contract documents with State agencies and with private corporations, partnerships and individuals; and

WHEREAS, it is now desirable to update this resolution to reflect organizational changes and make certain changes in the titles of signators; and

WHEREAS, this resolution does not limit, repeal, or otherwise impair the powers granted certain University officials to execute contracts and grants in excess of the dollar limitations specified therein, which power remains granted by authority of the Bylaws of the Board of Governors, its resolutions and other authority;

NOW, THEREFORE, BE IT RESOLVED, that the resolution of April 12, 2002 be rescinded and replaced by the following:

RESOLVED, that any one of the following University officials -- the President, the Executive Vice President for Academic Affairs, the Executive Vice President for Administrative Affairs, the Chief Financial Officer, the Provost-Camden, the Provost-Newark, the Vice President for Research, the Associate Vice President for Research and Sponsored Programs (and upon his or her delegation, the Director, Office of Research and Sponsored Programs), the Associate Treasurer, and the Assistant Treasurer -- is hereby authorized to execute, on behalf of Rutgers, The State University of New Jersey, with agencies or entities of the federal or various state governments, including the State of New Jersey, as well as any other governmental entities, or nonprofit foundations, associations, or commissions, such grants and contracts with such terms and conditions as the President, the Executive Vice President for Academic Affairs, the Executive Vice President for Administrative Affairs, the Chief Financial Officer, the Provost-Camden, the Provost-Newark, the Vice President for Research, or the Associate Vice President for Research and Sponsored Programs, in the exercise of his or her discretion, may deem necessary, appropriate, or beneficial to Rutgers, The State University of New Jersey for the furnishing of services, research, or training and instruction, provided, however, such authorization shall be limited to such grants and contracts not involving in excess of \$500,000.00 per year. This resolution does not limit, repeal, or otherwise impair the powers granted certain University officials to execute contracts and grants in excess of the dollar limitations specified herein, which power remains granted by authority of the Bylaws of the Board of Governors, its resolutions and other authority; and

BE IT FURTHER RESOLVED, that any one of the following University officials: the President, the Executive Vice President for Academic Affairs, the Executive Vice President for Administrative Affairs, the Chief Financial Officer, the Provost-Camden, the Provost-Newark, the Vice President for Research, the Associate Vice President for Research and Sponsored Programs, the Director for Corporate Liaison and Technology Transfer, the Executive Director of University Relations, the Associate Treasurer, and the Assistant Treasurer -- is hereby authorized to execute, on behalf of Rutgers, The State University of New Jersey, with private corporations, partnerships, or individuals, such grants and contracts with such terms and conditions as the President, the Executive Vice President for Academic Affairs, the Executive Vice President for Administrative Affairs, the Chief Financial Officer, the Provost-Camden, the Provost-Newark, the Vice President for Research, the Associate Vice President for Research and Sponsored Programs, or (at the direction of the Associate Vice President for Research and Sponsored Programs) the Director for Corporate Liaison and Technology Transfer, or (with respect to trademark and licensing agreements and the use of the University seal on merchandise) the Executive Director of University Relations, in the exercise of his or her discretion, may deem necessary, appropriate, or beneficial to Rutgers, The State University of New Jersey for the furnishing of services, research, or training and instruction or relating to the protection or licensing of University intellectual property and related assets or technology transfer, provided, however, such authorization shall be limited to such grants and contracts not involving in excess of \$500,000.00 per year. This resolution does not limit, repeal, or otherwise impair the powers granted certain University officials to execute contracts and grants in excess of the dollar limitations specified herein, which power remains granted by authority of the Bylaws of the Board of Governors, its resolutions and other authority.

I further certify that there has been no repealing action of the Board of Governors and the above is in full force and effect.



Mary Claire Brennan
Assistant Secretary of the University

University Seal

June 29, 2011

Date

CONTRACT
BETWEEN
RUTGERS, THE STATE UNIVERSITY
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT NUMBER: RP13-002

SUBCONTRACTOR CERTIFICATION

As a condition of the State's consent to the subcontract entered into between _____ (the "subcontractor") and RUTGERS, THE STATE UNIVERSITY (the "Contractor") (such subcontract, the "subcontract") for work in furtherance of the contract with the State of New Jersey (the "State") captioned above (the "contract") and in consideration of any payment or benefit the subcontractor may receive for its performance of the subcontract, the subcontractor agrees that the following terms, provisions, and conditions ("terms") shall be additional terms of the subcontract, shall inure to the benefit of the State, and shall not be modified in any way without the written agreement of the State:

1. With respect to all services and goods the subcontractor provides pursuant to the subcontract or in furtherance of the contract, the subcontractor shall comply with, and shall be bound by, all terms of the contract (excepting only (a) those terms, if any, requiring the provision of goods or services not required by the subcontract, (b) the following Sections of the General Terms and Conditions of the contract: IV, IX, X, XI, XIII, XV, XVI, XVII, and XXII, and (c) Attachments B, B-1, B-2, C, and G) as though it were the Contractor and as though all such terms were explicit terms of the subcontract for the benefit of the State as third party beneficiary. The subcontractor acknowledges that the Contractor has given it a complete copy of the contract and that it is familiar with all of the contract's terms
2. The subcontractor acknowledges and accepts that it is an independent principal working for the Contractor and has no relationship with the State in connection with the contract as its agent, servant, employee, contractor, or otherwise.
3. The subcontractor shall make no claim or demand against the State, its officers, its agents, its servants, or its employees (the "State or its agents") (a) which arises out of or in connection with, or which is based on, (i) the subcontract or the contract, (ii) any services or goods the subcontractor provides pursuant to the subcontract or in furtherance of the contract, or (iii) the relationship between the subcontractor and the Contractor in connection with the subcontract or (b) which would not exist if the subcontract did not exist.
4. The subcontractor shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the subcontractor's performance, attempted performance, or failure to perform in connection with the subcontract (collectively, "performance"), regardless of whether such performance was undertaken by the subcontractor, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the subcontractor had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The subcontractor (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses incurred in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The subcontractor shall not assert any defense which would be available to the State but not to the subcontractor, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination or expiration of the subcontract and the contract. The subcontractor does not hereby agree to indemnify the State against damage to the extent it results from the state's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the subcontractor in writing and shall have a copy of such claim forwarded to the subcontractor.

Date: _____

(print name of subcontractor)

by:

(signature)

(print name)

(print title)

ATTEST:

(signature of another officer of subcontractor,
if corp. or org.; otherwise, person as witness)

(number and street)

(print name and title)

(municipality, state, and zip code)

(telephone number)

CERTIFICATION*

I, _____, _____ of
(print name) (print title)

_____ certify that the individual who executed this
(print subcontractor's name)
Subcontractor Certification on behalf of the subcontractor was duly authorized to do so.

ATTEST:

(signature of subcontractor's secretary or equivalent)

(signature of another officer of subcontractor,
if corp. or org.; otherwise, person as witness)

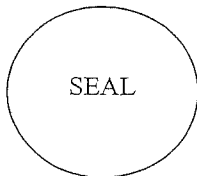
(print name)

(print name)

(print title)

(print title)

Date: _____



*This certification must be completed if the subcontractor is an organization, rather than a sole proprietorship.

October 1, 2011

State of New Jersey - DEP

RE: Statement of Assurances

I assure on behalf of Rutgers, The State University of New Jersey the following concerning the internal financial management system.

The Division of Grant and Contract Accounting's mission is to provide post-award grant and contract accounting support to the University community in an efficient, equitable, accurate and timely manner. As part of our responsibilities we establish and maintain the financial accounts for all sponsored grants and contracts the University obtains.

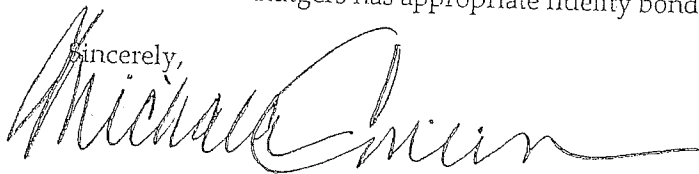
Our accounting system was established and is maintained to comply with all requirements as prescribed in 2 CFR subsections 215.21 through 215.28 and for the various sponsoring agencies from which we obtain grants and contracts. Our system is adequate to:

- Provide for accurate identification of the receipts and expenditures of funds by approved budget cost categories;
- Provide supporting documentation that can be readily located for each journal entry;
- Provide accurate and current financial reporting information;
- Be integrated with a strong system of internal controls;
- Provide accurate and identifiable records of any required match portion of this grant; and
- Will conform to any and all current requirements and guidelines of the Federal Government and the State of New Jersey.

Further assurance is given that:

- Funds advanced pursuant to this agreement will be used only for the purposes of this award; and
- Rutgers has appropriate fidelity bond coverage.

Sincerely,



Michele Conlin
Assistant Controller

REFERENCE BIBLIOGRAPHY

This bibliography is provided for reference purposes only. It lists documents incorporated by reference into this contract and other documents which might be helpful to the Contractor.

A. New Jersey Department of the Treasury

- State Circular Letter 04-04-OMB: Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid
- State Grant Compliance Supplement

B. United States General Accounting Office

- Government Auditing Standards (Yellow Book)

C. United States Office of Management and Budget

- Circular A-21: Cost Principles for Educational Institutions
- Circular A-87: Cost Principles for State, Local, and Indian Tribal Governments
- Circular A-102: Grants and Cooperative Agreements with State and Local Governments
- Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments (Common Rule), (March 11, 1988)
- Circular A-110: Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations
- Circular A-122: Cost Principles for Nonprofit Organizations
- Circular A-133 Revised: Audits of States, Local Governments, and Non-profit Organizations
- Compliance Supplement for Single Audits of State and Local Governments-Uniform Requirements for Grants to State and Local Governments (Compliance Supplement, Revised)
- A-21 (2 CFR Part 220), A-87 (2 CFR Part 225), and A-122 (2 CFR Part 230)

D. American Institute of Certified Public Accountants ("AICPA")

- State and Local Governments – Audit and Accounting Guide
- Not-for-Profit Organizations — AICPA Audit and Accounting Guide
- Auditing Recipients of Federal Awards: Practical Guidance for Applying OMB Circular A-133
- Government Auditing Standards and Circular A-133 Audits – AICPA Audit and Accounting Guide