

**PROFESSIONAL SERVICES AGREEMENT FOR A REDEVELOPMENT PLAN AND
PLANNING SERVICES FOR THE FRANKLIN MAPLE SITE**

THIS AGREEMENT (“Agreement” or “agreement”) is by and between THE MUNICIPALITY OF PRINCETON (“PRINCETON”), a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and LRK INC., 1218 Chestnut Street, 5th Floor, Philadelphia, Pennsylvania 19107 (hereinafter referred to as "CONSULTANT".)

WITNESS

WHEREAS, PRINCETON desires to obtain professional planning services in connection with redevelopment planning for the Franklin Maple Site; and

WHEREAS, on February 6, 2026, CONSULTANT provided a written proposal to PRINCETON for purposes of performing the sought-after professional services to PRINCETON, a copy of which is attached as Exhibit B hereto; and

WHEREAS, by resolution, the Council awarded an agreement for professional services to CONSULTANT without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW THEREFORE, IT IS AGREED by and between PRINCETON and CONSULTANT as follows:

1. Scope of Services.

- a. In consideration for payment of the cost set forth in Section 3 below, CONSULTANT shall use its best efforts to perform professional services and other related duties as set forth in the CONSULTANT’S proposal, a copy of which is attached hereto as Exhibit B and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT’S proposal and this Agreement, the terms of this Agreement shall control.

2. Contract Term.

- a. This Agreement shall become effective upon the date of the final signature below.
- b. This Agreement shall expire twelve months from the effective date, unless terminated sooner pursuant to the termination provisions set forth in subsection 2c. below.
- c. The Agreement may be terminated by either party, by giving thirty (30) days advanced written notice to the other, to the address as set forth on page 1 above.

3. Compensation; Manner of Payment.

- a. The anticipated cost of CONSULTANT’S services as described herein shall not exceed fifty thousand dollars and zero cents (\$50,000.00), subject to annual budgetary appropriations.

- b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit B. CONSULTANT shall give written notice to PRINCETON when the CONSULTANT has billed eighty percent (80%) of the compensation set forth in paragraph 3a.
- c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of invoice and an audited and approved signed voucher.

4. Terms and Conditions.

- a. CONSULTANT shall take note of and comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 regarding Affirmative Action/ Equal Employment Opportunity and the Americans with Disabilities Act. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit A.
- b. CONSULTANT shall take note of and comply with the requirements of P.L. 2004, c.57 (N.J.S.A. 52:32-44 et seq.) regarding Business Registration and Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
- c. The Terms and Conditions printed on the purchase order issued by PRINCETON to CONSULTANT shall be incorporated into this agreement per the attached Exhibit D.

5. Political Contributions.

- a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the services as described herein. This Agreement was not awarded through a “fair and open process” as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution that is reportable by the recipient under P.L. 1973, c.83, N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$200.00), in the one (1) year period preceding the award of this Agreement nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.
- b. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if CONSULTANT receives in a calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity. It is CONSULTANT’S responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

6. Insurance; Hold Harmless.

- a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured and as the certificate holder on such policies.
- b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the CONSULTANT'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.
- c. It is also agreed that the acceptance of the final payment by the CONSULTANT shall be considered as a release in full of all claims against PRINCETON arising out of or by reason of performance or non-performance of the CONSULTANT'S obligations under this contract.

7. Complete Agreement.

- a. This Agreement and any attachments hereto or incorporated by reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written.

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first written above.

ATTEST:

THE MUNICIPALITY OF PRINCETON

By: _____
Dawn M. Mount, Municipal Clerk

By: _____
Mark Freda, Mayor

Date: _____

Date: _____

WITNESS:

LRK INC.

By: _____

By: _____
Authorized Representative

Date: _____

Date: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE **N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)** **N.J.A.C. 17:27 et seq.**

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**

EXHIBIT B



Architects | Designers | Planners

1218 Chestnut Street
5th Floor
Philadelphia, PA 19107
267.804.7040

February 6, 2026

Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540

RE: Proposal for Professional Planning Services
Redevelopment Plan and Planning Services for Franklin Maple Site
Municipality of Princeton, New Jersey

To Municipality of Princeton c/o Justin Lesko, Planning Director:

LRK is pleased to submit this Proposal for Professional Planning Services related to redevelopment planning for the **Franklin Maple Site** (“Site”). This letter serves as a proposal and agreement between **LRK Inc.** (“Architect” or “LRK”) and the **Municipality of Princeton** (“Client” or “Municipality” or “Princeton”), as defined by the Project Understanding and Scope of Basic Services outlined below:

PROJECT UNDERSTANDING

It is our understanding that the Client seeks assistance for redevelopment planning services and the preparation of a Redevelopment Plan for the Franklin Avenue and Maple Terrace Site, which consists of three (3) municipal-owned lots located on Franklin Avenue designated as Block 21.04, Lots 2, 26 and 27, comprising 3.2 acres with frontage on Franklin Avenue and Witherspoon Street.

Princeton has declared the site a redevelopment area and entered into an Affordable Housing and Development Agreement with Community Investment Strategies, Inc. (“CIS”), providing for CIS to develop, finance, construct, own, operate, and manage a new mixed-income rental community on municipally owned property), consisting of 160 apartment units, 80 of which will be new affordable family rental units and 80 of which will be targeted for workforce housing. The Municipality has already adopted the AHO-6 Affordable Housing Overlay-6 Zone ordinance for the site, which provides for the proposed development.

SCOPE OF BASIC SERVICES

Task 1. Initial Investigation and Project Kick-Off

LRK will work with the Client to review background information on the Project including survey, environmental information, applicable zoning ordinances, Area in Need of Redevelopment Study, and previous studies and recommendations for the Site. LRK will review available aerial orthophotography, parcel line data, land use data, existing conditions of the site, and assemble a base map for future tasks. LRK will attend a Project Kick-off Meeting with the Client to review



background information and to focus on key issues identified by the Client. LRK will walk the Site and surrounding context to gain a better understanding of existing conditions as well as the opportunities and constraints of the Site related to design issues including orientation, massing, access, and circulation.

Task 1 Fee: \$8,500

Task 2. Prepare Conceptual Plan, 3-D Massing Model, Development Standards, and Design Guidelines

LRK will work with the Client and CIS to confirm the project vision, review previous studies and recommendations for the Site in relation to the existing conditions and opportunities and constraints of the Site. LRK will prepare a preliminary conceptual plan showing uses, building footprints, circulation, open spaces, landscape elements, streetscape treatment, parking configurations, and other design features. The preliminary conceptual plan will be supplemented by a development program including proposed uses, building types, gross floor area, number/type of dwelling units, and number of bicycle and vehicular parking spaces. The preliminary conceptual plan will also be studied with a 3-D massing model (Sketchup models will be urban design-level building forms and not detailed architectural models) to help visualize the height, scale, and massing on the Site in relationship to its surroundings.

LRK will prepare draft development standards and design guidelines that will be informed and reflect the preliminary conceptual plan and 3-D massing model study. The draft development standards and design guidelines will address key issues identified by the Client.

LRK will meet with the Client in a video conference call to review the preliminary conceptual plan, 3-D massing model, and draft development standards and design guidelines. The Client will provide feedback and any potential revisions before LRK proceeds to Task 3.

Task 2 Fee: \$23,000

Task 3. Prepare Draft Redevelopment Plan

Following the Client meeting in Task 2, LRK will prepare a draft Redevelopment Plan in accordance with the New Jersey Local Redevelopment Housing Law (the “LRHL”).

Outline of Redevelopment Plan – it is anticipated that the Redevelopment Plan will be structured as follows:

1. Introduction – including an overview of the process to date, support for the project, and the stated purpose of the Redevelopment Plan
2. Redevelopment Statute – including a summary of the purpose of the LRHL and the redevelopment actions taken to date; that is, referencing the Redevelopment Study



3. Project Area Context – including an overview of the Site, property ownership, assessments, existing land use, and current zoning classification.
4. Relationship to Other Plans – as required by the LRHL, a brief analysis of the Redevelopment Plan’s relationship to the Municipality of Princeton zoning ordinance (i.e., clarifying if the zoning contained in the Redevelopment Plan serves as an overlay to the underlying zoning, or constitutes as superseding zoning), along with its relationship to the Municipality of Princeton Master Plan, the master plans of contiguous municipalities, to the comprehensive plan of Mercer County, and to the State Development and Redevelopment Plan.
5. Vision – including general and/or specific statements and graphics.
6. Concept Plan – including a color-rendered illustrative concept plan and select views from the 3-D massing model to help visualize the height, scale, and massing of buildings on the Site in relationship to its surroundings.
7. Zoning, Development Standards and Design Guidelines – including land use, bulk regulations, development standards, and design guidelines.
8. General Provisions – including administrative and technical provisions related to the LRHL, subject to the review and approval of the Municipality of Princeton.

Task 3 Fee: \$15,000

Task 4. Prepare Final Redevelopment Plan for Introduction

LRK will coordinate with the Client to review the draft Redevelopment Plan and make the necessary refinements at the direction of the Client. The Client shall provide the comments in the form of a single, consolidated red-line markup.

Task 4 Fee: \$3,500

ADDITIONAL SERVICES

Additional services shall consist of all services not included in the Basic Services as set forth above (including, but not limited to, additional internal meetings, and the preparation of presentation materials and attendance for introduction of the Redevelopment Plan at Municipal Council meeting, review of the Redevelopment Plan at Planning Board meeting, and adoption of the Redevelopment Plan at Municipal Council meeting). No work will be performed beyond the services noted above without an express written agreement between LRK and the Client. Additional Services will be billed either on a negotiated fixed fee or an hourly basis, based on the scope of additional services requested.



COMPENSATION

Based on the above Scope of Basic Services as outlined above, compensation shall be a fixed fee of **\$50,000**. Compensation for the above work will be completed by task, on a percentage of completeness basis and invoiced by month, payable to LRK.

Services performed on an hourly basis (that is, for the optional task(s) for ordinance adoption and any other additional services requested) per our current billing rates are valid until January 1st, 2027, as follows:

<u>Principal</u>	\$290 - \$375/hr.
Jim Constantine, PP	\$375/hr.
<u>Senior Associate</u>	\$165 - \$275/hr.
<u>Project Manager</u>	\$150 - \$235/hr.
Chris S. Cosenza, AICP, PP, LEED AP	\$230/hr.
<u>Design Staff</u>	\$100 - \$205/hr.
<u>Administration</u>	\$ 50/hr.

This Letter Agreement is subject to the Terms and Conditions set forth in Attachment A. Acceptance of this Agreement is also considered acceptance of the Terms and Conditions in Attachment A.

If this satisfactorily sets forth your understanding of the arrangement between our companies, please sign this Letter Agreement and Attachment A in the space provided and return it to me for full execution by LRK. A fully executed copy will be returned to you for your records. Receipt of this executed Agreement will authorize the Architect to begin work immediately on the Scope of Services set forth above.

If you have any questions or need additional information, please call me at 267.804.7040 or contact me by email at jconstantine@lrk.com.

Sincerely,

Jim Constantine, PP
LRK Inc.



Accepted By:
Municipality of Princeton

By: _____
Justin Lesko, AICP, PP

Date: _____

Accepted By:
LRK Inc.

By: _____
Jim Constantine, PP

Date: _____

pc: Chris S. Cosenza, AICP, PP, LEED AP
Todd Nations
File

Enc. Attachment A – Terms and Conditions of Agreement

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, C.315 (N.J.S.A. 52:32-44) requires VENDOR (also "CONTRACTOR") to provide PRINCETON with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A Subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to PRINCETON as provided above. No Contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with PRINCETON unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. PRINCETON will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to PRINCETON a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

TERMS & CONDITIONSEXEMPTION

Princeton is exempted by statute from payment of all Federal, State, and Municipal excise, sales and other taxes.
FEDERAL I.D. 30-0746654

LEGAL REQUIREMENTS

The vendor agrees to comply with all statutes, rules and regulations and orders set forth by the State of New Jersey, Federal Government, and ordinances of Princeton.

STATE REQUIREMENT (BUSINESS REGISTRATION REQUIREMENT)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609)292-9292

AUTHORIZATION TO PROCEED

Princeton shall not be responsible for materials delivered or services performed delivered without authority of its written order and properly signed and executed by authorized Princeton official (s).

QUALITY & QUANTITY

All materials or services furnished on this order must be as specified, and subject to Princeton officials' inspection and approval within a reasonable time after delivery at destination. Materials other than specified will be returned at the order must not be substituted without the review and approval of authorized Princeton official(s). Materials rejected will be returned at the vendor's risk and expense. Quantities and unit prices specified must be adhered to. In case of a change, it first requires Princeton approval or it will be paid at the quoted price and quantity.

ASSIGNMENT

Neither party shall assign or transfer this order or any interest therein or monies payable thereunder without the written consent of the other party and any assignment made without such consent shall be null and void, except that Princeton may assign this order and its interest therein to any affiliated corporation or to any corporation succeeding to Princeton's business without consent of vendor.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement 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.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.