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**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
HNTB CORPORATION**

**THIS CONTRACT** is made effective this 23<sup>rd</sup> day of **August, 2017**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **HNTB CORPORATION**, with offices at 51 Haddonfield Road, Suite 250, Cherry Hill, NJ 08002, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, the County seeks professional assistance with the preparation and submission of Local Aid Infrastructure Fund (LAIF) and Freight applications for transportation projects via the New Jersey System for Administering Grants Electronically (SAGE), on an as-needed basis for the Public Works Department, Engineering Division, and the Contractor represents that it is qualified to perform said services and desires to do so pursuant to the terms and provisions of this Contract; and

**WHEREAS**, this contract does not exceed the bid threshold and is awarded without public advertising for bids pursuant to N.J.S.A. 40A:11-3 and the Gloucester County Administrative Code §5-311 C PUR-3(2).

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and Contractor hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** This contract shall be for the period of one (1) year from August 23, 2017 to August 22, 2018.
2. **COMPENSATION.** This is an open-ended contract and the Contractor shall be compensated as-needed for an amount not to exceed \$17,357.49 pursuant to the Contractor's Proposal dated August 7, 2017 which includes the *Fee Summary* attached hereto as Attachment B, and the *Manhour Estimate* attached hereto as Attachment C, which are incorporated into, and made a part of, this Contract by reference.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in Contractor's proposal dated August 7, 2017 as the *Scope of Services* attached hereto as Attachment A, which is incorporated into, and made a part of, this Contract by reference.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** 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 of 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 Office setting for the 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, stat that all qualified applicants will received 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 place 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.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the RFP or Bid Specifications, whichever the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any third-party claim, loss, liability, expense (specifically including but not limited to costs, reasonable counsel fees and/or reasonable experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability

under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions

relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

17. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

18. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

19. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

20. **CONTRACT PARTS.** This Contract consists of this document and Attachments A/B/C. Should there occur a conflict between the Contract and/or Attachment A (*Scope of Services*), Attachment B (*Fee Summary*) or Attachment C (*Manhour Estimate*), then this Contract shall prevail.

**THIS CONTRACT is effective as of this 23<sup>rd</sup> day of August, 2017.**

**IN WITNESS WHEREOF,** the Gloucester County Purchasing Agent, pursuant to authority granted to him and set forth in the County Administrative Code, has executed this Agreement and Contractor's authorized representative has executed this Agreement on the date indicated herein.

**ATTEST:**

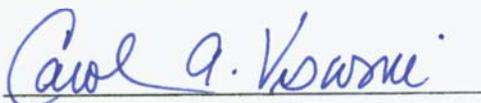
**COUNTY OF GLOUCESTER**

  
ANDREA LOMBARDI,  
ADMINISTRATIVE CLERK

  
PETER M. MERCANTI,  
PURCHASING DIRECTOR

**WITNESS:**

**HNTB CORPORATION**



  
SCOTT BURROWES, P.E.  
VICE PRESIDENT-NE DIVISION

**ATTACHMENT A**

# HNTB Corporation

Grant Application Assistance

NJDOT SAGE System

Proposal

August 7, 2017



**HNTB**

GRANT APPLICATION ASSISTANCE – NJDOT SAGE

GLOUCESTER COUNTY

HNTB Corporation  
Scope of Services  
August 7, 2017

Description of Services

HNTB will prepare LAIF and Freight applications for transportation projects identified by Gloucester County and perform the following tasks for each project:

- Acquire Straight Line Diagrams and applicable traffic count information available from NJDOT's website
- Acquire and utilize Right of Way Parcel shapefile and 2015 MrSID aerial orthophotography from NJGIN Information Warehouse
- Prepare a photo log with captions as a Word document
- Prepare a cost estimate using NJDOT Cost Estimating Guidelines dated February 2017 and specifically, the Concept Development Worksheets contained in this document. Supporting documents such as NJDOT bid price reports will be utilized to substantiate unit prices. An Excel file will be prepared to capture the design, construction and construction management costs.
- Create a project location map
- Coordinate with the Gloucester County Engineer to validate information being added to the system
- Access the NJDOT SAGE system utilizing Gloucester County's login credentials and enter information into the required fields and upload attachments
- Provide electronic copies of all documentation in a zip file to the County Engineer
- Perform additional related tasks on an 'If and Where Directed' basis as directed by the Gloucester County Engineer

Schedule

Applications will be completed in SAGE by submission deadlines established by the County Engineer. For If and Where Directed work, a schedule will be established for each defined task based on the specific work magnitude of the effort required.

Fee

The fee for the above described tasks is further detailed in the attached table. The total cost is not to exceed \$17,357.49.

**ATTACHMENT B**

GRANT APPLICATION ASSISTANCE - NJDOT SAGE  
 GLOUCESTER COUNTY  
 HNTB Corporation  
 Fee Summary  
 August 7, 2017

DIRECT PAYROLL

<u>JOB CLASSIFICATION</u>	<u>ASCE GRADE</u>	<u>HOURS</u>	<u>AVERAGE WAGE RATE(1)</u>	<u>SALARY</u>
Project Director	PVII	1	\$112.04	\$112.04
Project Manager	PVI	16	\$83.10	\$1,329.60
Engineer II	PIII	8	\$52.50	\$420.00
Engineer	PI	124	\$36.11	\$4,477.64
Project Admin.	-	4	\$32.96	\$131.84
<b>TOTALS</b>		153		<b>\$6,471.12</b>

(1) Rates as of May 2017.

FEE ESTIMATE

Direct Salaries	\$6,471.12
Overhead @ 146.23%	\$9,462.72
Fixed Fee (0.22)	<u>\$1,423.65</u>
<b>TOTAL FEE</b>	<b>\$17,357.49</b>

**ATTACHMENT C**

**GRANT APPLICATION ASSISTANCE - NJDOT SAGE**  
**GLOUCESTER COUNTY**  
**HNTB Corporation**  
**Manhour Estimate**  
**August 7, 2017**

**SUMMARY BY CLASSIFICATION**

DESCRIPTION	PVII Project Director	PVI Project Manager	PIII Engineer II	PI Engineer	Project Admin.	Total
SAGE Data Entry				40		40
Cost Estimating		4	8	38		48
Location Map and Photo Log				24		24
Coordination with Gloucester County		6		4		10
If and Where Directed		2		20		22
Project Administration	1	4			4	9
<b>TOTALS</b>	<b>1</b>	<b>16</b>	<b>8</b>	<b>124</b>	<b>4</b>	<b>153</b>