

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
PENNONI ASSOCIATES, INC.**

**THIS CONTRACT** is made effective the 6<sup>th</sup> day of **April, 2018**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **PENNONI ASSOCIATES, INC.**, with offices at 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, the County of Gloucester (hereinafter "County") has a need to contract for engineering services to evaluate technical requirements for the provision of portable generator connections to back up electrical power at ten (10) building locations throughout the County during power outages, as per Engineering Project #17-12 (hereinafter "Project"); and

**WHEREAS**, the Contractor represents that it is qualified to provide said goods and services, and desires to so perform pursuant to the terms and provisions of this contract.

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

**TERMS OF AGREEMENT**

- 1. **TERM.** Contractor shall complete all work required for the Project in accordance with the bid documents, commencing April 6, 2018 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).
- 2. **COMPENSATION.** Contractor shall be compensated in an amount not to exceed \$16,500.00 as per Contractor's proposal dated March 29, 2018, attached hereto as Attachment A.

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.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

- 3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in: (1) this Contract, (2) the County's specifications as to Engineering Project #17-12, and

(3) Contractor's proposal annexed hereto as Attachment A, all of which is made a part of this Contract.

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 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.

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 provide goods 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 Bid Specifications or in the Request for Proposals, if any, as 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 provide goods 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 to provide goods 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, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense

(specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's provided goods or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, 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 performance or 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 provided goods, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies 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 provide goods that Contractor is required to provide 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. **NONWAIVER.** 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. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **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.

17. **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.

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

19. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with providing the goods pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

20. **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.

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

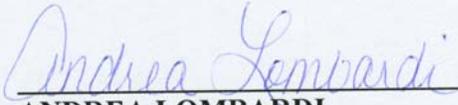
22. **CONTRACT PARTS.** This Contract consists of this document and those referenced in Paragraph 3 above.

**THIS CONTRACT** is made effective the day and year first above written.

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Purchasing Director and Contractor has caused this instrument to be signed and attested by its properly authorized representative(s).

**ATTEST:**

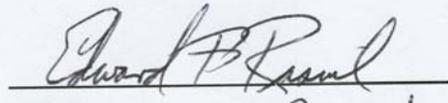
**COUNTY OF GLOUCESTER**

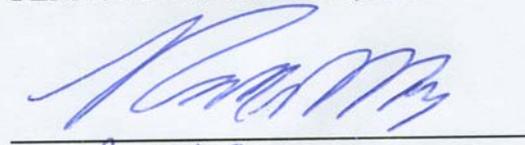
  
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**ANDREA LOMBARDI,**  
**ADMINISTRATIVE CLERK**

  
\_\_\_\_\_  
**PETER M. MERCANTI, DIRECTOR**  
**PURCHASING DEPARTMENT**

**ATTEST:**

**PENNONI ASSOCIATES, INC.**

  
\_\_\_\_\_  
**Edward F. Rasini**

  
\_\_\_\_\_  
**By: Ronald C. Moore, Jr.**  
**Title: Regional Vice President**

**ATTACHMENT A**

## PROPOSAL

**Date:** March 29, 2018  
**To:** Vincent Voltaggio, PE  
County Engineer, Gloucester County  
1200 North Delsea Drive  
Clayton, New Jersey 08312  
**From:** Dave VanHorn / Ron Moore – Pennoni  
**Project:** Gloucester County Portable Generator  
Manual Transfer Switches / Receptacles

We are pleased to submit the following proposal to perform engineering services.

### I. **Background**

Gloucester County has 10 buildings which do not have provisions for portable generator connections to back-up the electrical power to the building during power outages. The county will purchase portable generators to back-up the power to the buildings. Dave VanHorn and Ron Moore of Pennoni met with Vincent Voltaggio and other members of the county to review a list of 25 buildings to be backed-up and review the scope of design requirements. The list was reduced to 10 buildings which include:

1. GCIT, 1360 Tanyard Road, Deptford
2. Williamstown Middle School, 75 E. Academy Street, Monroe Twp.
3. WD High School, 1600 Crown Point Road, West Deptford
4. GCLS Mullica Hill, 389 Wolfert Station Road, Harrison Twp.
5. Deptford Twp. Recreation Center, 52 Montague Ave., Deptford
6. Washington Twp. Senior Center, 315 Greentree Road
7. Mantua Twp. Senior Center, 111 Mercer Avenue, Mantua Twp.
8. Gloucester County Health Department, 204 E. Holly, Washington Twp.
9. Gloucester County, 115 Budd Blvd., West Deptford
10. Gloucester County Social Services, 400 Hollydell Road, Washington Twp.

The county has asked Pennoni to review each locations information, confirm generator size requirements for each location, prepare technical specifications for the installation of manual transfer switches and generator receptacles at each location. The county would like one overall typical drawing or sketches if possible, showing the work involved and typical details, and list any special features for the individual sites. Also, we assume the contractor will be responsible for any other drawings that may be necessary for permits.

The County's plan is to do as many of the locations as possible with manual transfer switches and purchase a few (3 or 4) portable generators to power these locations when needed. Pennoni provided a list of electrical items for the county to verify at each building to minimize the survey time by Pennoni.

## II. Scope

The scope of this proposal is to perform the following tasks:

Pennoni will provide documents for this project which will include:

1. A field survey will be conducted at each location to verify existing conditions and fill in any missing information from the 'requested information list' provided to the county by Pennoni. Note, we have not received the information, so we do not know how much of the information will need to be obtained at each location during the surveys.
2. Provide one overall typical drawing or sketches if possible, showing the work involved and typical details. This will be determined once the surveys are complete. There may be different voltages, amperages, single or 3-phase, etc., which will determine if one typical drawing or different drawings will be required. Also, the location of the manual transfer switch and where the existing building service can be intercepted will determine the number of drawings or sketches.
3. Panelboard schedules will be studied for circuits and capacity.
4. Existing conditions will be studied to ascertain what is to remain or be demolished, and any items discovered that might have a material impact for the project will be brought to the client's attention.
5. Affirmation that adequate equipment space is available or a recommendation on how to obtain such space to mount the manual transfer switches.
6. Arc Flash hazard calculations is not included and will be provided by the contractor.

## III. Deliverables

1. Single line diagram showing new arrangement.
2. Power Plan drawings showing equipment layout, manual transfer switch and receptacle locations.
3. Panel schedules, if required.
4. Plan drawings showing equipment layout.
5. Technical Specification Details
6. Pennoni will provide documents for Gloucester County to issue to electrical contractors.

## IV. Cost

We propose to perform the tasks outlined above using a **T&M** basis in accordance with our standard rates (see Billing Rate Table in Sect. V). We suggest a budget of **\$16,500** be created as the funding vehicle, including reimbursable expenses. Should the work entail efforts that exceed the allotted funding, authorization would be requested before proceeding further.

Terms are net 90 days to be invoiced on a progressive month end basis.

This proposal is valid for 30 days from the date indicated above.

## V. Clarifications

1. **Authorization to Proceed:** In accordance with Gloucester County guidelines, no work will be performed without receipt of a formal purchase order. Further, please understand the timing required for the work would not begin until formal authorization has been received.
2. **Meeting Allowance:** Included in this proposal is an allowance of 4 man-hours for meetings, included in the fee above. Additional meetings may require additional funding.

3. **Cancellation:** If the project is cancelled, available funding will be used to close out the project in the Pennoni project folder. Invoices will be submitted for our charges up to the date of official cancellation and charges to close out the project.
4. **Timing:** We anticipate completion of the tasks outlined above in approximately 6 weeks from receipt of a purchase order.
5. **Construction support:** is not included in the above, but could be offered on a T&M basis upon request.
6. **As-Built Drawings:** Have not been included. Pennoni has not included any funding to field survey the completed installation to create as-built drawings or provide as-build drawings with marked up changes received from the installing contractors. Pennoni would be pleased to submit a proposal to provide these services upon request at the appropriate time.
7. **Startup:** Pennoni has not included any startup services.
8. **Arc Flash Hazard:** Flash Hazard calculations will be provided by the electrical contractor.
9. **Circuit Breaker / fuse Coordination:** Coordination settings, curves and calculations of adjustable circuit breakers and medium voltage fuses are not included. They shall be included in the contractor scope or work.
10. **Equipment quotes and estimating construction cost:** Have not been included.
11. **Equipment Inspection:** No cost included for equipment inspection at vendor's factory or inspection of the equipment provided by the contractor.

If during the design phase we come upon circumstances where additional work and associated fees will be required other than that described above, we will forward a separate fee proposal for those services. It should be noted that any work performed, but not specifically included under our scope of services, shall be considered extra work. Pennoni will not initiate extra work without your written authorization.

Additional services will be billed in addition to the above fees.

**Billing Rates Beginning Jan. 1, 2018**

	Hourly Fee
Senior Professional	\$ 175.00
Staff Professional	\$ 140.00
Technician III	\$ 115.00
Technician II	\$ 110.00
Technician I	\$ 105.00

**Expenses**

Pennoni does not bill for routine office management or account services; however, direct expense changes described below are subject to additional administrative and handling fees as indicated:

	32 x42 Color	32 X 42	11 X 17	8.5 x 11
Prints	\$ 7.00	\$ 2.25	\$ 0.25	\$ 0.12

- Prints to Client – posted above
- Travel & Related Expenses - Billed @ Cost
- Federal Express, Overnight Mail, etc. when such services are utilized, would be invoiced at cost.
- Payment terms are net 30 days, to be invoiced on a progressive month end basis.
- Field Equipment, Expendable Materials/Supplies and Outside Reproduction: Cost

We appreciate this opportunity and look forward to helping the County.

Sincerely,

*Dave VanHorn*

Dave VanHorn  
 Project Manager  
 Electrical Engineering  
 T: 302-351-5304  
 Email: [dvanhorn@pennoni.com](mailto:dvanhorn@pennoni.com)



Ronald C. Moore, Jr.  
 Regional Vice President  
 T: 609-560-4697  
 Email: [rmoore@pennoni.com](mailto:rmoore@pennoni.com)