

AGENDA

6:00 p.m. Wednesday, June 5, 2019.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from May 15, 2019.

PROCLAMATIONS

P-1 Proclamation recognizing Washington Township Cub Scout Pack 220 for being one of the first cub scout packs allowing females to join the Boy Scouts of America. **To Be Presented** (Freeholder Simmons)

P-2 Proclamation recognizing Gavin Wagner for earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America. **To Be Presented** (Freeholder Lavender)

P-3 Proclamation in honor of Reverend Dr. Stafford J. Miller, Mt. Zion-Wesley United Methodist Church of Deptford, NJ Upon his retirement June 8, 2 019. To Be Presented at a later date (Deputy Director DiMarco)

P-4 Proclamation in honor of Washington Township High School 1st Place Winner 23rd Annual Gloucester County Consumer Bowl. To Be Presented at a later date (Freeholder Barnes)

P-5 Proclamation recognizing Senior Airman Meghan Colleen Anderson in appreciation for her service to our country. Previously Presented (Freeholder Christy)

P-6 Proclamation recognizing Petty Officer Third Class Nicholas Matthew Smith in appreciation for his service to our country. Previously Presented (Freeholder Christy)

P-7 Proclamations recognizing the Best of Gloucester County (previously presented) (Freeholder Simmons)

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion).

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER DIMARCO**

A-1 RESOLUTION AUTHORIZING THE PUBLIC AUCTION OF LAND OWNED BY THE COUNTY WHICH IS NO LONGER NEEDED FOR ANY PUBLIC PURPOSE DESIGNATED AS 600 HURFFVILLE CROSSKEYS ROAD, BLOCK 53, LOT 12 IN THE TOWNSHIP OF WASHINGTON.

By Resolution adopted on April 17, 2019, the County authorized sale of an undevelopable County-owned lot known as 600 Hurffville Crosskeys Road in Washington Township to the contiguous property owners pursuant to N.J.S.A. 40A:12-13(b)(5). No offers were received and now the County seeks to offer the Property for public sale by auction as per N.J.S.A. 40A:12-13(a). The County has determined that a reasonable minimum bid to initiate the auction of the Property is \$47,000.00, while reserving the County's right to reject all bids received.

A-2 RESOLUTION AUTHORIZING A CONTRACT WITH PENN BEHAVIORAL HEALTH CORPORATE SERVICES FROM JUNE 26, 2019 TO JUNE 25, 2020 IN AN AMOUNT NOT TO EXCEED \$25,000.00.

This Resolution authorizes a professional services contract with Penn Behavioral Health Corporate Services for the provision of a Professional Employee Assistance Program to benefit County employees as per RFP-19-033, from June 26, 2019 to June 25, 2020 in an amount not to exceed \$25,000.00.

A-3 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2019 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- **Washington Township & Monroe Township Bikeway Project – Modification 2** - \$506,326.00. These funds will be used to pay for the construction of a bike trail from Monroe Township to Washington Township. This Federally funded program will connect Scotland Run Park to Atkinson Park and Washington Lake Park. This modification in an increase of \$506,326 to the previous award of \$2,421,117, resulting in the total award now of \$2,927,443.
- **Rowan University US Route 322 Campus Downtown Intersection Project** - \$1,000,000.00. These funds will be used for the design of intersection improvements that provide congestion relief and storm water management at Bowe Boulevard and US Route 322 in Glassboro.

A-4 RESOLUTION AUTHORIZING A CONTRACT WITH PLATINUM NETWORKS, LLC FROM JUNE 5, 2019 TO JUNE 4, 2020 FOR \$27,737.40.

This Resolution authorizes a contract for the supply of camera equipment, server and software service from Platinum Networks, LLC for use at the County Motor Pool from June 5, 2019 to June 4, 2020 for \$27,737.40. This equipment is relative to the final stage of County-wide camera upgrades, and is necessary to communicate with the camera network purchased by Platinum Networks, LLC in December of 2017. CAF #19-04215 has been obtained to certify funds.

A-5 RESOLUTION AUTHORIZING A MODIFICATION TO THE 2019 PITMAN GOLF COURSE FEE SCHEDULE.

On December 19, 2018, the Gloucester County Board of Chosen Freeholders adopted the 2019 fee schedule for the County owned and operated Pitman Golf Course. It has been determined that a revision is now necessary, more specifically, the Non Resident – Purchase New or Annual Renewal from \$120.00 to \$80.00, effective immediately.

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER DIMARCO
FREEHOLDER LAVENDER**

B-1 RESOLUTION AUTHORIZING CHANGE ORDER #01 (INCREASE) WITH SEAMLESS FLOORING SYSTEMS, INC.

This Resolution authorizes Change Order #01 to a Contract with Seamless Flooring Systems, Inc. for additional flooring at the Animal Shelter addition, increasing Contract amount by \$4,455.00, per Vendor quote, resulting in revised Contract amount of \$76,355.00. CAF #19-03968 has been obtained to certify funds.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING CONTRACTS WITH CRAIG TESTING LABORATORIES, INC. AND FRENCH & PARRELLO ASSOCIATES FROM JUNE 11, 2019 TO JUNE 10, 2020 IN AN AMOUNT NOT TO EXCEED \$50,000.00 EACH.

This Resolution authorizes the award of contracts with Craig Testing Laboratories, Inc., and French & Parrello Associates for County-wide material testing and inspection of concrete, asphalt and soil as per RFP-19-037, from June 11, 2019 to June 10, 2020 in an amount not to exceed \$50,000.00 per contractor.

C-2 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR THE MONROE/WASHINGTON TOWNSHIP BICYCLE CONNECTOR PROJECT FOR \$2,817,977.75.

This Resolution authorizes a contract with South State, Inc. for the Monroe/Washington Township Bicycle Connector in the Townships of Washington and Monroe, known as Engineering Project #13-08FA, for \$2,817,977.75. CAF #19-04178 was obtained to certify funds.

C-3 RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #01 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING BY \$506,326.12.

This Resolution authorizes and approves Agreement Modification #01 to increase funding by \$506,326.12, regarding Cost Reimbursement Agreement no. 18-DT-BLA-771 with the State of New Jersey, resulting in the total amount of \$2,927,443.12 to be used for the Washington/ Monroe Township Bicycle Connector, known as Engineering Project #13-08FA.

C-4 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR RESURFACING AND SAFETY IMPROVEMENTS IN MONROE TOWNSHIP FOR \$1,776,330.00.

This Resolution authorizes a contract with South State, Inc. for resurfacing and safety improvements to Bluebell Road (CR633) from Corkery Lane (CR612) to Malaga Road (CR 659) in the Township of Monroe, known as Engineering Project #18-14SA, for \$1,776,330.00. CAF #19-04177 was obtained to certify funds.

C-5 RESOLUTION AUTHORIZING A CONTRACT WITH REMINGTON & VERNICK ENGINEERS REGARDING THE WASHINGTON/MONROE BICYCLE CONNECTOR PROJECT FOR \$93,673.37.

This Resolution authorizes a professional services contract with Remington & Vernick Engineers regarding construction management and inspection services for the Monroe/Washington Township Bicycle Connector, known as Engineering Project #13-08FA, for \$93,673.37. CAF #19-04176 was obtained to certify funds.

C-6 RESOLUTION AUTHORIZING THE AUTOMATIC RENEWAL OF AN URBAN COUNTY QUALIFICATION COOPERATION AGREEMENT WITH PARTICIPATING MUNICIPALITIES FOR FISCAL YEARS 2020-2022.

On July 6, 2016, the County and the 23 county municipalities (Clayton, Deptford, East Greenwich, Elk, Franklin, Glassboro, Greenwich, Harrison, Logan, Mantua, Monroe, National Park, Newfield, Paulsboro, Pitman, South Harrison, Swedesboro, Wenonah, West Deptford, Westville, Woodbury, Woodbury Heights, and Woolwich) authorized a three year Urban County Qualification Cooperation Agreement to qualify for and receive CDBG and HOME funds from HUD, for the qualification period 2017-2019 with automatic renewal provisions. This resolution authorizes the automatic renewal of the agreement with the participating municipalities for fiscal years 2020-2022.

C-7 RESOLUTION AUTHORIZING RENEWAL OF A COOPERATION AGREEMENT WITH THE TOWNSHIP OF WASHINGTON FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT FUNDS.

The County of Gloucester qualifies as an urban county and Washington Township as a metropolitan city and pursuant to United States Department of Housing and Urban Development (hereafter "HUD") regulations, each metropolitan city and the urban county must submit an executed plan that the metropolitan city be included as part of the urban county. The Township and the County have entered into cooperation agreements continually since 2004 in three-year qualification cycles, and the Township has opted to continue its metropolitan city status for fiscal years 2020-2022.

C-8 RESOLUTION AUTHORIZING A CONTRACT WITH REMINGTON & VERNICK ENGINEERS REGARDING THE NORTH MAIN STREET (CR654) PROJECT IN MONROE TOWNSHIP FOR \$68,200.44

This Resolution authorizes a professional services contract with Remington & Vernick Engineers regarding construction management and inspection services for reconstruction of North Main Street (CR654) from U.S. Route 322 to West Lake Avenue in the Township of Monroe, as per RFP-19-031 (Engineering Project #19-09SA), for \$68,200.44. CAF #19-04429 was obtained to certify funds.

C-9 RESOLUTION AUTHORIZING A CONTRACT WITH ADAMS, REHMANN & HEGGAN ASSOCIATES, INC. REGARDING THE HURFFVILLE-GRENLOCH ROAD (CR635) PROJECT IN WASHINGTON TOWNSHIP FOR \$49,675.00.

This Resolution authorizes a professional services contract with Adams, Rehmann & Heggan Associates, Inc., regarding construction management and inspection services for resurfacing and safety improvements to Hurffville-Grenloch Road (CR635) between Hurffville-Cross Keys Road (CR654) to Egg Harbor Road (CR630) in Washington Township, as per RFP-19-032 (Engineering Project #18-025), for \$49,675.00. CAF #19-04426 was obtained to certify funds.

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

D-1 RESOLUTION AUTHORIZING AWARD OF CONTRACT WITH CLEAN AIR COMPANY, INC., FOR \$82,505.00.

Resolution authorizing the installation of a vehicle exhaust extraction systems (or approved equal) for the Gloucester County Department of Emergency Response EMS Division Stations 82-8 and 83-6. The Purchasing Department sent out a bid request PD-019-027 and it is recommended that the contract be awarded to Clean Air Company, Inc. C.A.F. #19-04188 has been obtained to certify funds.

D-2 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH TMA OPERATIONS, LLC TO INCREASE THE CONTRACT AMOUNT BY \$1,500.00.

On October 17, 2018, the County authorized a purchase, per PD-018-058, for the remounting of four (4) ambulances on 2018 or newer E450 Chassis (or approved equal) for use by the Gloucester County Department of Emergency Management EMS Division. An increase for \$1,500.00 is necessary due to the need to purchase additional parts, including a new inverter with battery charger. C.A.F. 19-04375 has been obtained to certify funds.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

F-1 RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN & FAMILIES, DIVISION OF FAMILY AND COMMUNITY PARTNERSHIPS FOR \$300,000.00 FROM JULY 1, 2019 TO JUNE 30, 2020.

This grant in the amount of \$300,000.00 is provided by the NJ Department of Children and Families, Division of Families and Partnerships to provide prevention services (food, rental assistance, mortgage assistance, utility assistance, etc.) and in-home family preservation services to eligible families of Gloucester County. Pursuant to agreement reached through the competitive contract process (RFP # 18-023), the direct services will be provided by Robin's Nest, Inc., a 501(c)3 non-profit agency.

F-2 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS IN THE AMOUNT OF \$30,000.00 FROM JULY 1, 2019 TO JUNE 30, 2020.

The Division of Transportation Services under the Department of Human Services is executing an Agreement with The NJ Department of Military & Veterans Affairs in the amount of \$30,000.00, with County funding of \$10,791.00, for a total program amount of \$40,791.00 from July 1, 2019 to June 30, 2020 to be used for transportation services to eligible County veterans for routine medical appointments and area VA facilities.

F-3 RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE FOR THE 2020 SENIOR CITIZEN AND DISABLED RESIDENT TRANSPORTATION ASSISTANCE PROGRAM (SCDR TAP) GRANT IN AN AMOUNT OF \$477,489.00 FROM JANUARY 1, 2020 TO DECEMBER 31, 2020.

The County Department of Health & Human Services, Division of Transportation Services is applying to the New Jersey Transit Corporation for the Senior Citizen And Disabled Residents Transportation Assistance Program (SCDR TAP) for grant funding of \$477,489.00 with County funding of \$21,577.00 for a total program amount of \$499,066.00 for eligible senior citizens and disabled residents who need non-emergency medical transportation services from January 1, 2020 to December 31, 2020.

F-4 RESOLUTION AUTHORIZING THE USE OF 22ND CENTURY TECHNOLOGIES, INC. TO SUPPLY TEMPORARY STAFF FOR THE DIVISION OF SOCIAL SERVICES THROUGH DECEMBER 31, 2019 IN AN AMOUNT NOT TO EXCEED \$45,000.00.

This Resolution authorizes the use of 22nd Century Technologies, Inc. to supply temporary administrative support for the Division of Social Services. This is through the New Mexico NASPO ValuePoint National Cooperative Agreement for the provision of temporary employment services from the date of hire through December 31, 2019 in an amount not to exceed \$45,000.00.

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

G-1 RESOLUTION AUTHORIZING CONTRACTS WITH BACH ASSOCIATES AND FEDERICI AND AKIN, P.A., FROM MARCH 8, 2019 TO MARCH 7, 2020, IN AN AMOUNT NOT TO EXCEED \$200,000.00 PER CONTRACT.

The Office of Land Preservation in cooperation with the Purchasing Department initiated Requests for Proposals (RFP# 19-025) for the required surveying/engineering work needed for the land preservation projects the County will be working on over the next twelve months. Based on the workload expected over the next year, which is expected to be approximately 15+/- specific projects for the Office of Land Preservation, it was determined that 2 vendors are required in order to ensure that these services can be completed in an expedient manner, and in order to meet certain required State submission dates. The selected vendors have been determined to be best suited for this task on the basis of consistent evaluation factors that were applied to all respondents, and were based on a combination of qualifications of staff, extent of similar engagements performed, relevance of a work plan and personnel availability, and anticipated costs.

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

Adjournment

MINUTES

6:00 p.m. Wednesday, May 15, 2019.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Deputy Director DiMarco	X	
Freeholder Barnes	X	
Freeholder Christy	X	
Freeholder Jefferson		X
Freeholder Lavender	X	
Freeholder Simmons	X	
Director Damminger	X	

Changes to the Agenda

Approval of the regular meeting minutes from May 1, 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson						X
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

PROCLAMATIONS

51852 Proclamation recognizing Jacob Ryan Natkin for earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America. Presented (Freeholder Lavender)

51853 Proclamation proclaiming May 5 – May 11, 2019 National Small Business Week in Gloucester County. (Freeholder Simmons) previously presented

51854 Proclamation recognizing Robert L. Viden, Jr., on being inducted into the Glassboro Hall of Distinguished Alumni. (Freeholder Simmons) previously presented

51855 Proclamation recognizing Maame Yaa "Maya" A.B. Yiadom on being inducted into the Glassboro Hall of Distinguished Alumni. (Freeholder Simmons) previously presented

51856 Proclamation recognizing Andra Hohler (Creamer) James on being inducted into the Glassboro Hall of Distinguished Alumni. (Freeholder Simmons) previously presented

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion).

OPEN

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson						X
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

CLOSE

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson						X
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER DIMARCO**

51857 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2019 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson						X
Freeholder Lavender			X			
Freeholder Simmons					X	
Director Damminger			X			

Comments: N/A

51858 RESOLUTION AUTHORIZING AND APPROVING THE BILL LISTS FOR THE MONTH OF MAY 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson						X
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

51859 RESOLUTION AUTHORIZING A CONTRACT WITH OPTIV SECURITY, INC. FROM JULY 16, 2019 TO JULY 15, 2020 FOR \$30,107.76.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson						X
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

51860 RESOLUTION INCREASING THE CONTRACT WITH JOHNSON CONTROLS SECURITY SOLUTIONS, LLC BY \$37,544.71 FROM MARCH 27, 2019 TO MARCH 26, 2020.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson						X
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER DIMARCO
FREEHOLDER LAVENDER**

51861 RESOLUTION AUTHORIZING A CONTRACT AND END USER LICENSE AGREEMENT FROM GRAYSHIFT, LLC FROM MAY 15, 2019 TO MAY 14, 2020 FOR \$18,075.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson						X
Freeholder Lavender		X	X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

51862 RESOLUTION AUTHORIZING THE PURCHASE OF CLOUD HOSTING AND MAINTENANCE SERVICES FROM SOFTWARE HOUSE INTERNATIONAL CORP. THROUGH STATE CONTRACT FROM JANUARY 1, 2019 TO DECEMBER 31, 2019 FOR A TOTAL AMOUNT OF \$110,801.41.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson						X
Freeholder Lavender		X	X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

51863 RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS RELATED TO THE RELEASE OF THE DISTRIBUTION AMOUNT AND ACCEPTANCE OF FUNDS TO THE GLOUCESTER COUNTY ANIMAL SHELTER FROM THE ESTATE OF ELEANOR PRICE.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson						X
Freeholder Lavender		X	X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

51864 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH PEOPLE FOR ANIMALS, INC., FOR ADDITIONAL SERVICES IN AN AMOUNT NOT TO EXCEED \$7,000.00 RESULTING IN A REVISED CONTRACT AMOUNT NOT TO EXCEED \$42,000.00 FOR YEAR FOUR OF CONTRACT.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson						X
Freeholder Lavender		X	X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

51865 RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DIVISION OF CRIMINAL JUSTICE FOR THE VICTIMS OF CRIME ACT GRANT VOCA 08-17 FOR \$425,169.00, WITH AN IN-KIND MATCH OF \$122,937.00 FOR A TOTAL AMOUNT OF \$548,106.00 FOR GRANT PERIOD JULY 1, 2019 TO JUNE 30, 2020.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson						X
Freeholder Lavender		X	X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

51866 RESOLUTION AUTHORIZING GRANT APPLICATIONS TO THE BUREAU OF JUSTICE FOR THE FY2019 BULLETPROOF VEST PARTNERSHIP PROGRAM, SAFETY INITIATIVE GRANT FOR THE PERIOD FROM MAY 16, 2019 TO MARCH 19, 2020 FOR A TOTAL AMOUNT OF \$26,570.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson						X
Freeholder Lavender		X	X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

51867 RESOLUTION AUTHORIZING A FUNDING AGREEMENT WITH NJ DEPARTMENT OF TRANSPORTATION FOR THE ROWAN UNIVERSITY ROUTE 322 CAMPUS DOWNTOWN INTERSECTION PROJECT.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson						X
Freeholder Lavender			X			
Freeholder Simmons					X	
Director Damminger			X			

Comments: N/A

51868 RESOLUTION AUTHORIZING A PURCHASE FROM EASTERN LIFT TRUCK CO., INC. FOR \$27,383.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson						X
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

51869 RESOLUTION AUTHORIZING AN EXTENSION TO THE AGREEMENT WITH THE GLOUCESTER COUNTY WORKFORCE DEVELOPMENT BOARD TO SERVE AS ONE-STOP CAREER CENTER/AMERICAN JOB CENTER OPERATOR.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson						X
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

51870 RESOLUTION AUTHORIZING A PURCHASE FROM CANON USA, INC. C/O CANON SOLUTIONS AMERICA, INC., FOR \$36,190.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson						X
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

51871 RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN THE NEW JERSEY OFFICE OF EMERGENCY MANAGEMENT AND THE COUNTY OF GLOUCESTER AS A PARTICIPATING AGENCY OF THE NEW JERSEY ALL-HAZARDS INCIDENT MANAGEMENT TEAM.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy	X		X			
Freeholder Jefferson						X
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

51872 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY AND THE COUNTY OF GLOUCESTER, FROM APRIL 18, 2019 TO APRIL 17, 2021.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy	X		X			
Freeholder Jefferson						X
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

51873 RESOLUTION AUTHORIZING MASTER AFFILIATION AGREEMENTS WITH INSPIRA MEDICAL CENTER WOODBURY, INC. AND A MASTER TRAINING SITE AGREEMENT WITH JEFFERSON HEALTH.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy	X		X			
Freeholder Jefferson						X
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

51874 RESOLUTION EXTENDING THE CONTRACT WITH SENIOR CITIZENS UNITED COMMUNITY SERVICES, INC. FROM JUNE 1, 2019 TO MAY 31, 2020 IN AN AMOUNT NOT TO EXCEED \$284,563.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes	X		X			
Freeholder Christy		X	X			
Freeholder Jefferson						X
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

51875 RESOLUTION ACCEPTING AMENDED GRANT AWARD REGARDING THE 2019 WIC HEALTH SERVICE GRANT FOR ADDITIONAL FUNDS IN THE AMOUNT OF \$1,000.00 FOR THE PERIOD OCTOBER 1, 2018 TO SEPTEMBER 30, 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes	X		X			
Freeholder Christy		X	X			
Freeholder Jefferson						X
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

51876 RESOLUTION ACCEPTING AMENDED GRANT AWARD REGARDING THE SPECIAL CHILD HEALTH SERVICES CASE MANAGEMENT GRANT FOR ADDITIONAL FUNDS IN THE AMOUNT OF \$3,000.00 FOR THE PERIOD JULY 1, 2019 TO JUNE 30, 2020.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes	X		X			
Freeholder Christy		X	X			
Freeholder Jefferson						X
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

51877 RESOLUTION AUTHORIZING PURCHASE OF CUSTOM FABRICATED PARK BENCHES FROM MRC, INC. THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$63,481.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco		X	X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson						X
Freeholder Lavender	X		X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

OPEN

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson						X
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

CLOSE

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson						X
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

Adjournment

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson						X
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

Time: 6:25 p.m.

**RECOGNIZING
WASHINGTON TOWNSHIP CUB SCOUT PACK 220
FOR BEING ONE OF THE FIRST CUB SCOUT PACKS ALLOWING FEMALES TO JOIN THE
BOY SCOUTS OF AMERICA (BSA)
2019**

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Washington Township Cub Scout Pack 220 for being one of the first to allow females to become members and having its first young woman, Sanaa Mehta, cross over from Webelo II to Scouts BSA on March 24, 2019; and

WHEREAS, for the first time in its history the iconic program of the Scouts is open to both young men and young women and Washington Township Cub Scouts Pack 220 was chosen to participate as one of its pilot programs; and

WHEREAS, Washington Township Cub Scouts Pack 220 accepted the challenge and opened the door as one of the first scouting units in the region to participate in this modern initiative. They invited females to join their organization in 2018 and Sanaa Mehta is the first to earn her Arrow of Light as a Cub Scout in Pack 220 and cross over from Cub Scouts to Scouts, BSA; and

WHEREAS, The Arrow of Light rank is the highest rank a Cub Scout can earn. The award is significant in the scouting experience as it is one of the only Cub Scout badges that can be worn on the Scouts, BSA uniform. Sanaa Mehta will transition to one of the Scouts, BSA Troops which is a year-round program for children in fifth grade through high school that provides fun, adventure, learning, challenge, and responsibility to help them become the best version of themselves.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons do hereby recognize Washington Township Cub Scout Pack 220 for being one of the first to allow females to become members and having its first female, Sanaa Mehta, cross over from Webelo II to Scouts BSA.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 5th day of June, 2019.

*Robert M. Damming
Freeholder Director*

*Frank J. DiMarco
Freeholder Deputy Director*

*Lyman Barnes
Freeholder*

*Daniel Christy
Freeholder*

*James B. Jefferson
Freeholder*

*James J. Lavender, Ed.D.
Freeholder*

*Heather Simmons
Freeholder*

ATTEST: _____
Laurie J. Burns, Clerk of the Board

P-2

**In Recognition Of
Gavin Wagner
Achieving Rank of Eagle Scout**

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Gavin Wagner** on his achievements as a member of the Boy Scouts of America, Troop 13; and

WHEREAS, **Gavin** began his Scouting career at the age of eight and progressed from a Tiger Cub, to Wolf, to Bear, and finally to Webelos, attaining the Cub Scout's highest rank of Arrow of Light. He crossed over into Boy Scouts Troop 13 achieving the ranks of Scout, Tenderfoot, Second Class, First Class, Star, Life and distinguished himself by earning the "*Rank of Eagle Scout*", the highest award offered by the Boy Scouts of America on December 12, 2018; and

WHEREAS, **Gavin** earned 41 Merit Badges, 21 of which are required from his Eagle Scout Ranking. He exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of Quartermaster, Assistant Patrol Leader, Patrol Leader, Assistant Senior Patrol Leader for two consecutive years and Senior Patrol Leader; and

WHEREAS, **Gavin** has performed 154 hours of community service, camped 106 nights and hiked over 112 miles with his Troop. **Gavin's** special achievements include Arrow of Light, Fire'n Chit, Totin' Chip, Kayaking, Messenger of Peace, Cyber Chip, Mile Swim in, 2016 and 2017, and Attendance Award for six consecutive years 2013 through 2018; and

WHEREAS, **Gavin** exhibited his commitment to public service by selecting as his Eagle Scout service project, the designing, planning, financing and constructing of a GaGa Ball Pit at the Walter Hill School, **Gavin's** former elementary school. His awareness of community involvement enabled him to solicit donations from various home centers, local businesses and members of the community to fund the project. The Ball Pit was constructed in the summer of 2018 and was ready for use at the start of the school year. In his helpful and service-oriented spirit, **Gavin** dedicated the project in memory of the late Mr. Stephen Kreps, a former science teacher of more than 2 decades in the district, who passed away this past spring; and

WHEREAS, in remembrance of this dedication, an identical Proclamation will be presented to Melissa Kreps, the wife of the late Stephen Kreps; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender, and Heather Simmons **do hereby recognize Gavin Wagner for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 13 and commend him for honoring the memory of the late Mr. Stephen Kreps.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 5th day of June, 2019.

Robert M. Damminger
Freeholder Director

Frank J. DiMarco
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

James B. Jefferson
Freeholder

James J. Lavender, Ed. D
Freeholder

Heather Simmons
Freeholder

Attest: _____
Laurie J. Burns, Clerk of the Board

Board of Chosen Freeholders Proclamation

~ In Honor Of ~

Reverend Dr. Stafford J. Miller

Mt. Zion-Wesley United Methodist Church of Deptford, NJ

Upon His Retirement June 8, 2019

WHEREAS, friends and family of Reverend Dr. Stafford J. Miller will gather on Saturday, June 8, 2019 at The Palace in Blackwood, NJ to recognize and honor him for his accomplishments and distinguished career; and

WHEREAS, Stafford Miller grew up in Paterson, NJ in Passaic County and for nearly 20 years had a vocation of teaching in the Paterson Public School system until his call to the ordained ministry; and

WHEREAS, Stafford Miller's undergraduate college years were spent at the William Paterson University in Wayne, NJ and the New York Theological Seminary where he received a Masters of Divinity Degree (M.Div.) and the Doctor of Ministry Degree (D.Min.); and

WHEREAS, the Reverend Dr. Stafford J. Miller was Founder and Senior Pastor of the St. Philip's Ministry of the United Methodist Church in Paterson, NJ from 1989 through 2013; and

WHEREAS, in 2013, the Reverend Dr. Stafford J. Miller was under appointment in serving two Churches, St. John's United Methodist Church of West Berlin, NJ and the Mt. Zion-Wesley United Methodist Church of Deptford, NJ; and

WHEREAS, the Reverend Dr. Stafford J. Miller is married to Maria A. Benavides, who is the Education Consultant for Youth and Family Ministry, one daughter, Kimberly, a son-in-law, Erskine and two lovely grandchildren; and

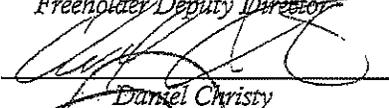
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons do hereby recognize and congratulate Reverend Dr. Stafford J. Miller upon his retirement.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 8th day of June, 2019.

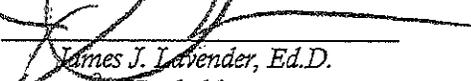

Frank J. DiMarco
Freeholder Deputy Director

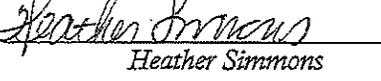

Robert M. Damminger
Freeholder Director

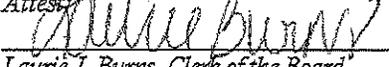

Lyman Barnes
Freeholder


Daniel Christy
Freeholder


James B. Jefferson
Freeholder


James J. Lavender, Ed.D.
Freeholder


Heather Simmons
Freeholder

Attest:

Laurie J. Burns, Clerk of the Board

Gloucester County

P-4

Board of Chosen Freeholders Proclamation

~In Honor of~
Washington Township High School
1st Place Winner
23rd Annual Gloucester County Consumer Bowl

WHEREAS, the Gloucester County Consumer Bowl is a program that challenges young people to understand the State's Consumer Fraud Act and Title 51 of Weights and Measures Statutes which are enforced by the County Office of Consumer Protection and the State Office of the Attorney General; and

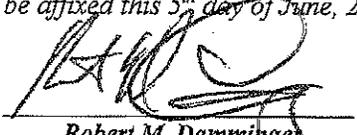
WHEREAS, the Gloucester County Office of Consumer Protection and the New Jersey Department of Consumer Affairs held its 23rd Annual Consumer Bowl on February 13, 2019 in which four county high schools competed. Washington Township High School members: Michael McEntee-Captain, Jonathan Miller, Colin Ly, Ava Piscuro, Sean Meares - Alternate and teacher/advisor, Sara Simpson, were victorious over runner up West Deptford High School; and

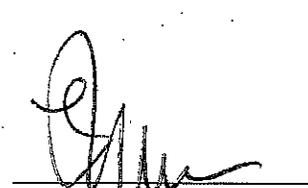
WHEREAS, the students from Washington Township High School advanced to the Southern New Jersey Regional Consumer Bowl Competition on April 12, 2019 and competed admirably, coming in second place.

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons do hereby honor and congratulate Washington Township High School students, Michael McEntee, Jonathan Miller, Colin Ly, Ava Piscuro, Sean Meares and their teacher/advisor, Sara Simpson, for winning the 23rd Annual Gloucester County Consumer Bowl Competition.

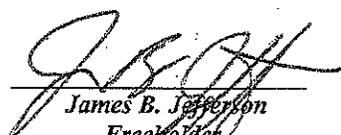
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 5th day of June, 2019.


Frank J. DiMarco
Freeholder Deputy Director

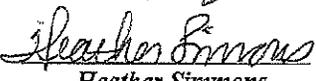

Robert M. Damming
Freeholder Director

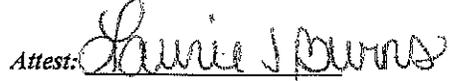

Lyman Barnes
Freeholder

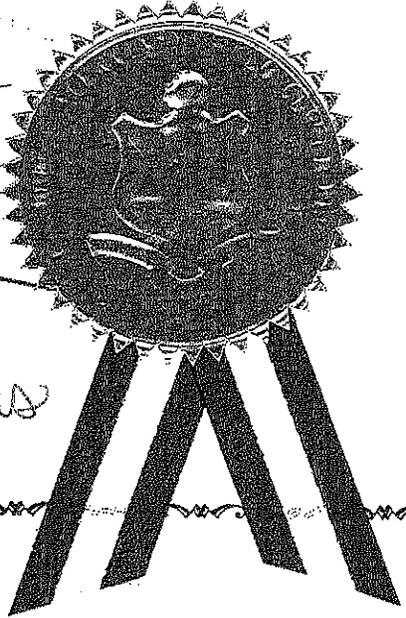

Daniel Christy
Freeholder


James B. Jefferson
Freeholder


James J. Lavender, Ed.D.
Freeholder


Heather Simmons
Freeholder

Attest: 
Laurie J. Burns
Clerk of the Board



Gloucester County

Board of Chosen Freeholders

Proclamation

Senior Airman

Meghan Colleen Anderson

In Appreciation for Your Service to Our Country

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to recognize and thank Senior Airman Meghan Colleen Anderson, United States Air Force, for her service to our country; and

WHEREAS, Senior Airman Anderson is a graduate of Delaware Technical Community College. She entered the United States Air Force in April of 2001 and received basic training at Fort Dix. Senior Airman Anderson served the majority of her time in Spangdahlem Air Base in Germany.

WHEREAS, having served with honor and distinction, Senior Airman Anderson's awards and citations include Air Force Good Conduct Medal, National Defense Service Medal, Global War on Terrorism Service Medal, Air Force Framing Ribbon, and the Air Force Outstanding Unit Award; and

WHEREAS, upon your graduation from Rowan College at Gloucester County, the Board of Chosen Freeholders would like to pay tribute to Senior Airman Anderson and all those servicemen and servicewomen who heroically serve the country; and

NOW WHEREFORE BE IT PROCLAIMED that Robert M. Bauminger, as Director and on behalf of the 2019 Gloucester County Board of Chosen Freeholders, Frank DiMarco, Lynn Barnes, Daniel Christ, James B. Jefferson, James D. Lavender, PhD, and Heather Simmons are honored to recognize Senior Airman Anderson and extend our appreciation thanks for her personal sacrifice in the service to our country. It is not to be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that our American remains free.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be hereunto affixed this 6th day of May, 2019.

Robert M. Bauminger
Freeholder Director

Frank DiMarco
Freeholder Deputy Director

Lynn Barnes
Freeholder

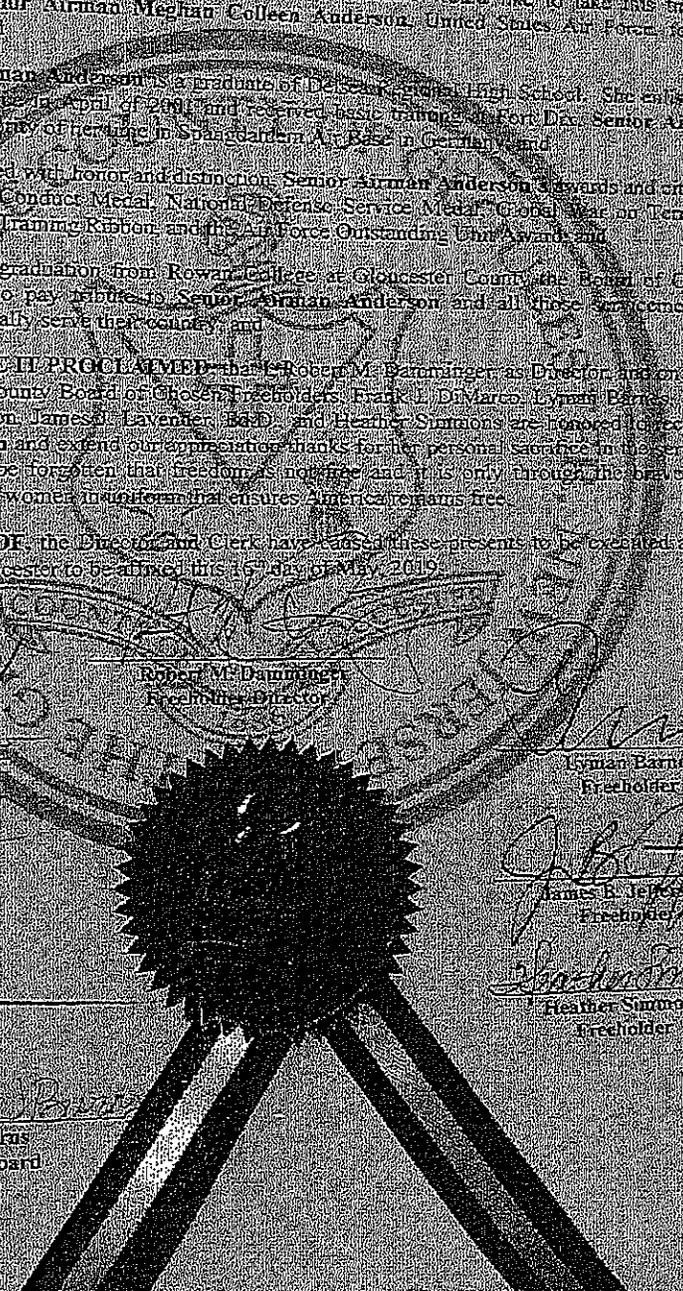
Daniel Christ
Freeholder

James B. Jefferson
Freeholder

James D. Lavender, PhD
Freeholder

Heather Simmons
Freeholder

Mrs. Laurie J. Britts
Clerk of the Board



Gloucester County

Board of Chosen Freeholders

P-4

Proclamation

Petty Officer Third Class
Nicholas Matthew Smith
In Appreciation for Your Service to Our Country

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to recognize and thank Petty Officer Third Class Nicholas Matthew Smith, United States Navy, for his service to our country; and

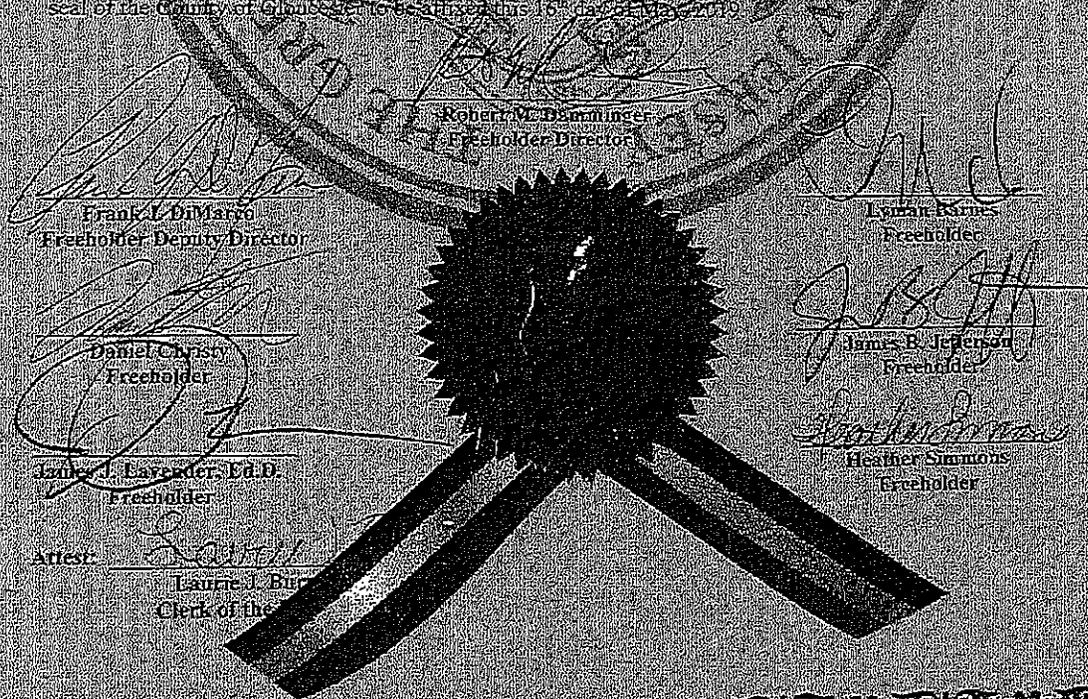
WHEREAS, Petty Officer Third Class Smith is a graduate of Edison Regional High School; Petty Officer Third Class Smith enlisted in the United States Navy in July of 1991 and served the majority of his time in Millington, TN; and

WHEREAS, during his service with honor and distinction, Petty Officer Third Class Smith's awards and citations include Navy and Marine Corps Achievement Medal, Good Conduct Medal, National Defense Service Medal, Global War on Terrorism Service Medal, Sea Service Deployment Ribbon, Navy Ceremonial Guard Ribbon, and the Navy Sharpshooter's Ribbon; and

WHEREAS, upon his graduation from Rowan College of Gloucester County, the Board of Chosen Freeholders would like to pay tribute to Petty Officer Third Class Smith and all those servicemen and service women who heroically serve their country; and

NOW WHEREFORE, BE IT PROCLAIMED, that I, Robert M. DeMunniger, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lynn Barnes, Daniel Chase, James B. Jefferson, James I. Lavender, Ed D., and Heather Simmons, do hereby recognize Petty Officer Third Class Smith and extend our appreciation thanks for his personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and education of our men and women in uniform that ensures America remains free.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be signed and the seal of the County of Gloucester to be hereunto affixed this 16th day of May 2019.



Robert M. DeMunniger
Freeholder Director

Frank J. DiMarco
Freeholder Deputy Director

Lynn Barnes
Freeholder

Daniel Chase
Freeholder

James B. Jefferson
Freeholder

James I. Lavender, Ed.D.
Freeholder

Heather Simmons
Freeholder

Attest:
Lauren J. Burr
Clerk of the Board

P-7

**DESIGNATING JEFF SPRINGMAN
AS THE BEST ATTORNEY
THE BEST OF GLOUCESTER COUNTY 2019**

WHEREAS, the Gloucester County Board of Chosen Freeholders wishes to support the growth of small businesses in Gloucester County; and

WHEREAS, the Gloucester County Department of Economic Development has operated a small business assistance and counseling center, established in 1989 by the Board of Chosen Freeholders of the County of Gloucester; and

*WHEREAS, the Department of Economic Development, in partnership with the Gloucester County Chamber of Commerce, has sponsored the **Best of Gloucester County 2019** contest to encourage increased patronage and goodwill for our county businesses; and*

*WHEREAS, the citizens of Gloucester County had the opportunity to express their support for their favorite small businesses in Gloucester County, including the category of **Attorney**; and*

***NOW THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damming, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons, do hereby proclaim that*

Jeff Springman has been chosen for the best Attorney in Gloucester County.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 3rd day of June, 2019.

*Robert M. Damming
Freeholder Director*

*Frank J. DiMarco
Freeholder Deputy Director*

*Lyman Barnes
Freeholder*

*Daniel Christy
Freeholder*

*James B. Jefferson
Freeholder*

*James J. Lavender, Ed.D.
Freeholder*

*Heather Simmons
Freeholder*

Attest:

Laurie J. Burns, Clerk of the Board

RESOLUTION AUTHORIZING THE PUBLIC AUCTION OF LAND OWNED BY THE COUNTY WHICH IS NO LONGER NEEDED FOR ANY PUBLIC PURPOSE DESIGNATED AS 600 HURFFVILLE CROSSKEYS ROAD, BLOCK 53, LOT 12 IN THE TOWNSHIP OF WASHINGTON

WHEREAS, the County of Gloucester (hereinafter the "County") is authorized to sell real property under and pursuant to the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq.; and

WHEREAS, the County is the owner of the property known as 600 Hurffville Crosskeys Road, Block 53, Lot 12 in the Township of Washington (hereinafter referred to as the "Property") which is no longer needed by the County for any public purpose or use, is less than the minimum size required for development under the Washington Township municipal zoning ordinance, and has no capital improvements thereon; and

WHEREAS, the Gloucester County Board of Chosen Freeholders adopted a Resolution on April 17, 2019, authorizing a competitive sale of the Property to the contiguous property owners pursuant the N.J.S.A. 40A:12-13(b)(5), and with no offers received therefrom, the County is now prepared to expose the Property to public sale by auction consistent with the terms and provisions of N.J.S.A. 40A:12-13(a); and

WHEREAS, the County has determined that the reasonable minimum bid to initiate the auction of the Property is \$47,000.00, while reserving the County's right to reject all bids received.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Chosen Freeholders of the County of Gloucester (hereinafter the "Board"), as follows:

1. Pursuant to N.J.S.A. 40A:12-13(a) of the Local lands and Buildings Law, the property referenced above, which is no longer needed by the County for any public purpose or use is hereby authorized to be sold to the highest bidder at public auction with a minimum bid established at \$47,000.00.

2. The public auction of the Property shall be held by the County's Qualified Purchasing Agent at the County Administration Building, 2 South Broad Street, Woodbury, NJ 08096 in the 2nd Floor Conference Room, on October 28, 2019, and as publicly advertised by the Board Clerk. Once all written bids for the Property are received and opened, all bidding shall begin and close with the highest bid received. All bids shall be in writing at the time set for receiving bids. Bids may be accepted prior to the date, time and place established for the receipt of same, however, no bids shall be accepted after the date, time and place established for receipt of bids. Bidders present at the auction will have the opportunity to submit a written best and final offer. All bids will be reported by the County's Qualified Purchasing Agent to the Board no later than the second regular meeting of the Board after the auction, whereupon the Board may reject the highest bid if determined to be inadequate.

3. The County is offering the Property for sale in its present condition. The Property is being sold "as is", and without any representation or warranty, either expressed or implied, as to its present condition. The County shall not be required to expend any funds in connection with any potential environmental investigation, assessment and/or remediation that may be required.

4. The sale of the Property shall be made subject to: (a) such state of facts which an accurate survey may disclose; (b) easements and restrictions of record, if any; (c) tenants, leaseholds, and rights of persons in possession; and, (d) all federal, state, county, and municipal laws, statutes, codes, ordinances, rules and regulations effecting the Property, including but not limited to its use and occupation.

5. Prospective bidders are put on notice to consult either the Water and Sewage departments or the Municipal Utilities Authorities in the municipalities where the Property is located regarding existing water and sewer facilities.

6. The County makes no representations or warranties as it relates to the zoning or permitted uses of the Property.

7. Pursuant to N.J.S.A. 40A:12-13(a), the Board Clerk shall publish a notice to prospective bidders and a copy of this Resolution authorizing sale, in the Courier Post or South Jersey Times by two (2) insertions at least once a week over a period of two (2) consecutive weeks, the last publication to be made no earlier than seven (7) days prior to the auction.

8. The County Administrator, County Counsel, County Qualified Purchasing Agent, and all other necessary and appropriate County staff are hereby authorized to take all necessary steps to advertise and offer the Property for auction and sale with N.J.S.A. 40A:12-1, et seq.

9. No employee, agent, officer, body or subordinate body of Gloucester County has any authority to waive, modify or amend any of the conditions of sale without the express approval by Resolution of the Board.

10. Prospective bidders will be given an opportunity to inspect the Property prior to the auction to ascertain the condition of the Property. The County believes title to the Property is insurable by a reputable title insurance company at regular rates subject to easements and restrictions of record in effect on the date of the public auction, such as federal, state, county, and municipal laws or regulations that may be in effect and apply on the date of the public auction; and to such state of facts as an accurate survey and a visual inspection of the Property as of the date of the auction may disclose. In the event the County cannot convey insurable title to the Property, the sole liability to the County shall be the return, without interest, of all monies paid by the purchaser to the County. Objections to insurability of title must be made by the purchaser to County Counsel within ten (10) days after authorization of the sale by the Board. If the Purchaser fails to notify the County in accordance with this paragraph, purchaser shall be deemed to have waived all objections to title.

11. The County reserves the following rights with regard to the sale of the Property: (a) to adjourn the sale at the time of sale for not more than two (2) weeks without re-advertising the sale; (b) to reject any and all bids received; and, (c) that any sale is subject to authorization by the Board, by resolution, which authorization may be granted or denied within thirty (30) days of the auction.

12. The highest bidder shall be required to deposit with the County, after the conclusion of the bidding, ten percent (10%) of the bid price by cash, certified or cashier check, which deposit shall be held in escrow by the County. If the Board rejects the bid, and denies authorization for the sale, then the County shall refund the bidder the entire deposit without interest within fifteen (15) days of the Board's rejection of the bid; and, bidder shall have no further obligation to, or claim against, the County regarding the bid and sale. If the Board accepts the bid, and authorizes the sale, then the bidder's deposit, which now becomes nonrefundable, shall be credited against the purchase price in the Contract of Sale.

13. The balance of the purchase price shall be paid by certified or cashier's check to the County after closing upon delivery of the deed. This closing shall take place within 45 days after acceptance of a bid, and the authorization for the sale, by the Board. All usual adjustments shall be made as of the date of the transfer of title.

14. Title shall be transferred by a Bargain and Sale Deed, and the Property shall be conveyed subject to all conditions of this Resolution, and subject to all the terms and provisions of N.J.S.A. 40A:12-1, et seq.

15. The Board's Director and Clerk shall execute a Contract of Sale for and on behalf of the County with any successful bidder within twenty (20) days after acceptance of the bid and authorization of the sale by the Board upon terms and conditions consistent herewith, and upon any additional terms and conditions which are necessary to effectuate the purposes herein, and to secure the best interest of the County; provided that any additional terms and conditions shall not be inconsistent with the terms and conditions of this Resolution.

16. The Purchaser shall not assign or transfer the Contract of Sale, or any interest therein, without the prior written approval of the County. Any assignment or transfer without such approval shall be void, and shall constitute a default and breach.

17. Any resolutions, ordinances, or portions thereof, which are inconsistent with this Resolution shall hereby be repealed to the extent of any such inconsistency.

ADOPTED a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 5, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

RESOLUTION AUTHORIZING A CONTRACT WITH PENN BEHAVIORAL HEALTH CORPORATE SERVICES FROM JUNE 26, 2019 TO JUNE 25, 2020 IN AN AMOUNT NOT TO EXCEED \$25,000.00

WHEREAS, the County of Gloucester (hereinafter the "County") has the need for a professional employee assistance program to benefit County employees; and

WHEREAS, the County requested proposals via RFP-019-033 from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process and with applicable law and regulations; and

WHEREAS, the evaluation, based on the established criteria, concluded that Penn Behavioral Health Corporate Services of 3535 Market Street, Philadelphia, PA 19104, made the most advantageous proposal and was qualified to provide said services in an amount not to exceed \$25,000.00; and

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received; and

WHEREAS, the contract is for estimated units of service or purchases on an as-needed basis and is open-ended, which does not obligate the County to obtain any service or make any purchase, and therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, a contract with Penn Behavioral Health Corporate Services for the provision of a professional employee assistance program as set forth in RFP-019-033, from June 26, 2019 to June 25, 2020, in an amount not to exceed \$25,000.00, per the prices submitted in the proposal dated May 3, 2019; and

BE IT FURTHER RESOLVED, that prior to any service rendered or purchase made pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purpose and identifying the line item of the County budget out of which said funds will be paid; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and a copy of this Resolution and the contract are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The aforementioned notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 5, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
PENN BEHAVIORAL HEALTH CORPORATE SERVICES**

THIS CONTRACT is made effective this 26th day of **June, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **PENN BEHAVIORAL HEALTH CORPORATE SERVICES** with offices at 3535 Market Street, 4th Floor, Philadelphia, PA 19104, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester (hereinafter the "County") has the need for a professional employee assistance program to benefit County employees (hereinafter "services"); and

WHEREAS, the County requested proposals for such professional services via **RFP-019-033** from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Contractor represents that it is qualified to perform said 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 Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for a period of one (1) year, from June 26, 2019 to June 25, 2020.

2. **COMPENSATION**. Contractor shall be compensated in the total amount of \$25,000.00 for the term of the Contract.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the 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 **RFP-19-033**, and Contractor's Proposal for services dated May 3, 2019, which are incorporated by reference in their entirety and made a part of this Contract.

4. FURTHER OBLIGATIONS OF THE CONTRACTOR. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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.

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

c. 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.

d. 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.

e. 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. If the Contractor, or any of its subcontractors, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which

license 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 the 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 and/or subcontractors.

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

A. Pursuant to the termination provisions set forth in the Bid Specification, 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 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 harmless from, and shall indemnify the County 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 disability, 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 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract 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, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which 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 services which 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 expenses 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. **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

13. **PARTIAL INVALIDITY.** In the event that any provisions 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 provisions of this Contract.

14. **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.

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

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

17. **GOVERNING LAW, JURISDICTION AND VENUE.** This Contract 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 the performance of services 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. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document, **RFP-019-033** issued by the County, and the Contractor's Proposal dated May 3, 2019 (Attachment A). Should there occur a conflict between this form of Contract and **RFP-019-033** and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this **26th** day of **June, 2019**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of Chosen Freeholders passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**PENN BEHAVIORAL HEALTH
CORPORATE SERVICES**

**By:
Title:**



Penn Medicine

Penn Behavioral Health Corporate Services

May 3, 2019

Gloucester Purchasing Department
County Administration Building
Two South Broad Street
Woodbury, NJ 08096

Attn: Kimberly Larter, Qualified Purchasing Agent

Subject: Employee Assistance Program-RFP# 19-033

Dear Ms. Larter,

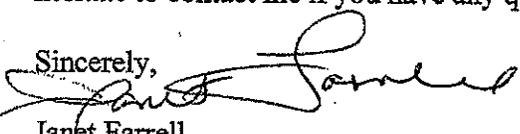
Thank you for the opportunity to provide an Employee Assistance proposal for your review. Since, 1996 Penn Behavioral Health Corporate Services has continued to be both a leader in our field and a highly respected member of the community. We have had great success working with a number of organizations including Burlington County Courts, the Philadelphia Police, the Philadelphia Parking Authority and SEPTA to name a few of our clients. We have provided Employee Assistance Services for the County of Gloucester for year/s 2015, 2016, 2017 and 2018.

Penn Behavioral Health Corporate Services acknowledges the proposal requirements, instructions, terms and conditions, and specifications sections of the RFP and state that all these documents are part of our Proposal including the following requested statements:

- That Penn Behavioral Health Corporate Services has Workers Compensation and Employer's Liability Insurance in accordance with New Jersey Law.
- Neither Penn Behavioral Health Corporate Services nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state or local agency.
- Penn Behavioral Health Corporate Services is a part of Penn Medicine who does have an Affirmation Action Plan in place, a document prepared by Penn's Human Resource Information Systems is enclosed.

We would welcome the opportunity as a finalist to present Penn Behavioral Health Corporate Services to the County of Gloucester's Evaluation Committee. In the meantime, please do not hesitate to contact me if you have any questions.

Sincerely,



Janet Farrell
Senior Sales Representative
Penn Behavioral Health Corporate Services

3535 Market Street
Philadelphia, PA 19104
215.746.3085

Janet.farrell@uphs.upenn.edu



COST PROPOSAL - EAP and Work-Life Services

Pricing is combined for the Penn Behavioral Health Corporate Services EAP Program and the Work-Life Services Program.

EAP Program Pricing - For the EAP Program, the 1-3 Session Model refer to the number of sessions per topic per year each for each member is permitted for the price stipulated. Employees, spouses, and dependents up to the age of 26 are eligible.

EAP Program- Services as outlined in Section 12- Cost Proposal	PER EMPLOYEE PER MONTH (PEPM)	PER EMPLOYEE PER YEAR (PEPY)
3 Session Model	\$0.98	\$11.76
3- Substance Abuse Professional Services-(compliant with 49 CFR Parts 40 Subpart 0 and 655.52) Additional SAP Referrals will be charged \$250 per case.		

The Scope of Services included with the proposal are:

- 24/7 toll-free access to the EAP Call Center
- 1-3 face to face confidential counseling sessions that include assessments and referrals
- 1-on-site Manager/Supervisor Training
- 1-on-site Wellness seminar
- 1-on-site Critical Incident OR as needed
- Telephone Consultations access for Managers/Supervisors
- 3- Substance Abuse Professional Services

RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2019 BUDGET PURSUANT TO N.J.S.A. 40A:4-87

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such item shall have been made available by law, and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2019 as follows:

- (1) The sum of **\$506,326.00**, which item is now available as a revenue from the State of New Jersey Department of Transportation Washington Township & Monroe Township Bikeway Project, Modification 2, to be appropriated under the caption of the State of New Jersey Department of Transportation Washington Township & Monroe Township Bikeway Project Modification 2 - *Other Expenses*
- (2) The sum of **\$1,000,000.00**, which item is now available as a revenue from the State of New Jersey Department of Transportation Rowan University US Route 322 Campus Downtown Intersection Project, to be appropriated under the caption of the State of New Jersey Department of Transportation Rowan University US Route 322 Campus Downtown Intersection Project - *Other Expenses*

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 5, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE BURNS,
CLERK OF THE BOARD**

A-4

**RESOLUTION AUTHORIZING A CONTRACT WITH PLATINUM NETWORKS, LLC
FROM JUNE 5, 2019 TO JUNE 4, 2020 FOR \$27,737.40**

WHEREAS, N.J.S.A. 40A:11-5(dd) permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, the County of Gloucester can obtain necessary service, equipment and parts for use at the County motor pool, relative to final upgrades for County-wide surveillance cameras that communicate with the camera network previously purchased from Platinum Networks, LLC of 205 Timberline Drive, Douglassville, PA 19518 (mailing address of P.O. Box 363, Navesink, NJ 07752), from June 5, 2019 to June 4, 2020 for \$27,737.40; and

WHEREAS, in accordance with N.J.S.A. 19:44A-20.4 et seq., this contractor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the County Treasurer has certified the availability of funds for \$27,737.40 pursuant to CAF #19-04215, to be charged against budget line items C-04-19-017-140-17214 (\$15,855.90) and C-04-19-017-140-17208 (\$11,881.50).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to, a Contract with Platinum Networks, LLC for the supply of equipment, parts and service as per Quote #1220, relative to County-wide camera upgrades, from June 5, 2019 to June 4, 2020 for \$27,737.40.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 5, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
PLATINUM NETWORKS, LLC**

THIS CONTRACT is made effective the 5th day of **June 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **PLATINUM NETWORKS, LLC**, with offices at 205 Timberline Drive, Douglassville, PA 19518 and a mailing address of P.O. Box 363, Navesink, NJ 07752, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the supply of camera equipment, server, and software service for use at the County Motor Pool, relative to the final stage of County-wide camera upgrades; and

WHEREAS, the Contractor represents that it is qualified to supply said materials, and desires to so perform pursuant to the terms and provisions of this Contract; and

WHEREAS, in accordance with N.J.S.A. 19:44A-20.4 et seq. this contractor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

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.** This Contract shall be effective for the period from June 5, 2019 to June 4, 2020.
2. **COMPENSATION.** Contractor shall be paid the total amount of \$27,737.40 as per the prices submitted in Contractor's Quote #1220.

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 items delivered 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 supplies delivered furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be for the supply of equipment, and server and software maintenance as set forth in Contractor's Quote #1220, which is incorporated into, and made part of this Contract, by reference.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor, 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.

b. The Contractor, 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.

c. The Contractor 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.

d. The Contractor, 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.

e. The Contractor 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 Specifications, 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 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. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys,

drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **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.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, shall indemnify and shall defend the County 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 services 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.

10. **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 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.

11. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contractor will not make a reportable contribution during the term of the contract to

any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

21. **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 the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

22. **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 authorize County personnel or upon prior approval of the County.

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

24. **CONTRACT PARTS.** This Contract consists of this document and the Contractor's Quote #1220. Should there occur a conflict in the documents identified above, then this Contract shall prevail.

THIS CONTRACT is effective as of the 5th day of **June, 2019**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

PLATINUM NETWORKS, LLC

MICHAEL BRANSON, PRESIDENT

MANTUA MOTOR POOL



Platinum Networks

Platinum Networks, LLC
 PO Box 363
 Navesink, NJ 07752
 www.platinumnetworks.org

Quote 1220

29-18867

ADDRESS

Brian Reid
 Gloucester County
 2 South Broad Street
 Woodbury, NJ 08096

DATE 05/07/2019	TOTAL \$27,737.40
--------------------	----------------------

C-04-19-017-140-17214

ACTIVITY	QTY	RATE	AMOUNT
360 Degree Outdoor - Ceiling Mounted:			
Parts:CM-6308-P1-I Quasar 4x2K Panoramic Camera, Indoor/Outdoor, Vandal Resistant, IR LED, sWDR, 3.6mm Fixed (Quad Sensor - 360 degree)	2	1,799.00	3,598.00
Parts:CM-IMG5-63P 5th Imager for CM-63xx-P1-I (optional accessory for 360 mode)	2	449.00	898.00
Fixed Outdoor - Wall Mounted:			
CM-3308-11-I Ariel Ultra HD (4K) Mini-dome Camera, Indoor/Outdoor, Vandal Resistant, IR LED, sWDR, 3.5-9mm Motorized, 3-Stream, Audio/Alarm in/out, SOE, POE	5	999.00	4,995.00
Parts:CM-CAPX-31 Pendant Cap for CM-31 or CM-33 Series	5	99.00	495.00
Parts:CM-ARMX-G3 Wall mount bracket (1.5 inch threaded)	5	99.00	495.00
Server:			
Parts:HRSMB18 Horizon NVR 1U RAID Server Including 24 video channels, 10 user and five mobile connection Licenses. Includes 24TB raw (18TB usable) RAID-5 configured internal storage.	1	11,881.50	11,881.50
Service:NE-001 Network Engineer (Hours) - Configure Server and Load O/S	1	750.00	750.00
Workstation for Viewing:			
Parts:USS-WKS-DM Client Workstation with dual monitor support. Includes OS optimization for Latitude/Horizon/Meridian application. Software purchased separately	1	2,900.00	2,900.00

C-04-19-017-140-17208

ACTMITY	QTY	RATE	AMOUNT
Parts:USS-MON-24-FHD 24 Full HD Widescreen LED Monitor with Height Adjustable Stand for use with Latitude, Horizon and Meridian	1	379.95	379.95
Service:NE-001 Network Engineer (Hours) - Configure Workstation and load Control Center and O/S Software Agreement (Annual):	1	450.00	450.00
Service:SSA-GLD-1Y-RN One Year DVTEL Gold Software Service Agreement Power for cameras:	1	495.00	495.00
Parts:Misc. Parts 16 Port Unmanaged Power over Ethernet Switch	1	399.95	399.95
** Project does not include cabling, installation or configuration of cameras. If cabling, installation or configuration of cameras are needed, please request a quote for services required.			

TOTAL	\$27,737.40
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THANK YOU.

Accepted By

Accepted Date

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

Name of Business Entity: PLATINUM NETWORKS LLO
Signed:  Title: PRESIDENT
Print Name: MICHAEL R. BRANSON Date: 5/20/19

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

19:44A-20.6. Person as business entity; contributions by spouse or child of person; contributions by persons having interest in business

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.

"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

19:44A-20.8. Duty to report contributions

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

PARTIAL SCHEDULE OF RELEVANT STATUTES

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

19:44A-20.9. Repayment of contribution

If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate.

19:44A-20.10. Violation of act by business entity; penalty

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	19-04215

SHIP TO	GLOUC. CO I.T DEPARTMENT 2 SOUTH BROAD STREET WOODBURY, NJ 08096 ATTN: AMY GREGG
	VENDOR # : PLATI065
VENDOR	PLATINUM NETWORKS LLC PO BOX 363 NAVESINK, NJ 07752

ORDER DATE: 05/20/19
REQUISITION NO: R9-18867
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
2.00	PARTS:CM-6308-P1 QUSASR 4X2K PANORAMIC CAMERA, INDOOR/OUTDOOR, VANDAL RESISTANT, IR LED, SWDR, 3.6MM FIXED (QUAD SENSOR - 360 DEGREE)	C-04-19-017-140-17214 Video Surveillance - IT	1,799.0000	3,598.00
2.00	PARTS:CM-IMG5-63P 5TH IMAGER FOR CM-63xx-P1-I (OPTIONAL ACCESSORY FOR 360 MODE)	C-04-19-017-140-17214 Video Surveillance - IT	449.0000	898.00
5.00	CM-3308-11-I ARIEL ULTRA HD (4K) MINI-DOME CAMERA, INDOOR/OUTDOOR, VANDAL RESISTANT, IR LED, SWDR, 3.5-9MM MOTORIZED, 3-STREAM, AUDIO/ALARM IN/OUT, SOE, POE	C-04-19-017-140-17214 Video Surveillance - IT	999.0000	4,995.00
5.00	PARTS:CM-CAPX-31 PENDANT CAP FOR CM-31 OR CM-33 SERIES	C-04-19-017-140-17214 Video Surveillance - IT	99.0000	495.00
5.00	PARTS:CM-ARMX-G3 WALL MOUNT BRACKET (1.5 INCH THREADED	C-04-19-017-140-17214 Video Surveillance - IT	99.0000	495.00
1.00	PARTS:HRSMB18 HORIZON NVR 1U RAID SERVER INCLUDING 24 VIDEO CHANNELS, 10 USER AND FIVE MOBILE CONNECTION LICENSES. INCLUDES 24TB RAW (18TB USABLE) RAID-5 CONFIGURED INTERNAL STORAGE.	C-04-19-017-140-17208 Replace Servers - IT	11,881.5000	11,881.50
1.00	SERVICE:NE-001 NETWORK ENGINEER (HOURS) - CONFIGURE SERVER AND LOAD o/s	C-04-19-017-140-17214 Video Surveillance - IT	750.0000	750.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
X		TREASURER / CFO <i>Kimberly Clark</i>
VENDOR SIGN HERE _____ DATE _____		QUALIFIED PURCHASING AGENT
TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	

VOUCHER COPY SIGN AT V AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING A MODIFICATION TO THE 2019 PITMAN GOLF COURSE FEE SCHEDULE

WHEREAS, on December 19, 2018, the Gloucester County Board of Chosen Freeholders adopted the 2019 fee schedule for the County owned and operated Pitman Golf Course; and

WHEREAS, it has been determined that a revision is now necessary.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that effective immediately the 2019 fee schedule for the Pitman Golf Course is hereby revised as follows:

<u>Customer Category</u>	<u>Old Fee</u>	<u>New Fee</u>
Non Resident – Purchase New or Annual Renewal	\$120.00	\$80.00

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 5, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

EXHIBIT A

Pitman Golf Course

2019 Regular In-Season Fee Schedule

In-Season Fee Schedule Valid 4/01/19 through 10/31/19

	Fees Listed Below Show Walk / Ride		
	Open to 12noon	Mid Day	Twilight
Weekday Green Fee Rates			
County Discount Golf ID Card	\$27 / \$44	\$24 / \$38	\$21 / \$35
Public Fee	\$36 / \$53	\$31 / \$45	\$27 / \$41
Senior, County Discount Golf ID Card	\$20 / \$33	\$18 / \$31	\$18 / \$31
Senior, Public Fee	\$29 / \$42	\$26 / \$39	\$26 / \$39
Junior, County Discount Golf ID Card	\$27 / \$44	\$17 / \$31	\$15 / \$29
Junior, Public Fee	\$36 / \$53	\$22 / \$36	\$19 / \$33
9~Hole Green Fee	\$21 / \$32	\$18 / \$29	\$16 / \$27
Military, Active Duty	\$20 / \$37	\$18 / \$32	\$18 / \$32
Weekend Green Fee Rates			
County Discount Golf ID Card	\$32 / \$49	\$28 / \$42	\$23 / \$37
Public Fee	\$42 / \$59	\$36 / \$50	\$30 / \$44
Senior, County Discount Golf ID Card	\$28 / \$41	\$22 / \$35	\$22 / \$35
Senior, Public Fee	\$37 / \$50	\$29 / \$42	\$29 / \$42
Junior, County Discount Golf ID Card	\$32 / \$49	\$20 / \$34	\$16 / \$30
Junior, Public Fee	\$42 / \$59	\$25 / \$39	\$21 / \$35
9~Hole Green Fee	\$24 / \$35	\$21 / \$32	\$18 / \$29
Military, Active Duty	\$28 / \$45	\$22 / \$36	\$22 / \$36
Cart Rental Rates (per person)			
18 Hole Power Cart			\$ 17.00
Senior 18 Hole Power Cart			\$ 13.00
Mid~Day/Twilight Power Cart			\$ 14.00
9~Hole Power Cart			\$ 11.00
Hand Cart (Push Cart Style)			\$ 4.00
PGC Senior Season Pass Rates (seniors age 60 and over only) Available on 1/01			
Senior Gloucester County Residents, single weekdays only (valid through 12/31)			\$ 800.00
Senior Non Resident, single weekdays only (valid through 12/31)			\$ 1,200.00
County Discount Golf ID Card Available on 1/01			
Gloucester County Residents - Purchase New or Annual Renewal (valid through 12/31)			\$ 40.00
Non Residents - Purchase New or Annual Renewal (valid through 12/31)			\$ 80.00
Miscellaneous Fees			
Driving Range, Small Bucket			\$ 6.00
Driving Range, Large Bucket			\$ 9.00
Driving Range, X-Large Bucket			\$ 12.00
Handicap Service (valid through current USGA season)			\$ 30.00
Club Rental (includes clubs and bag)			\$ 15.00
Yearly Locker Rental (daily rental available upon request \$2 p/day)			\$ 25.00
Off Season Pricing Available (Nov. 1st through Mar. 31st)			
Age 60 qualifies for Senior rates			
Golf ID Card must be purchased and presented for reduced rates			
Mid Day and Twilight Times vary through season (current times posted in pro-shop)			

B-1

**RESOLUTION AUTHORIZING CHANGE ORDER #01 (INCREASE) TO
CONTRACT WITH SEAMLESS FLOORING SYSTEMS, INC.**

WHEREAS, the County of Gloucester previously received public bids for flooring at the Animal Shelter addition, as per bid specifications #18-061 (hereinafter "Project"); and

WHEREAS, by Resolution adopted on October 17, 2018, a Contract for the Project in the amount of \$71,900.00 was awarded to Seamless Flooring Systems, Inc., 333 Kennedy Blvd., Somerdale, NJ 08083, as the lowest responsive and responsible bidder; and

WHEREAS, the Department Head of County Buildings and Grounds has recommended Change Order #01 to increase the Contract by \$4,455.00, for the addition of exterior walkway flooring at the Shelter, per Vendor quote dated April 26, 2019, resulting in a new contract amount of \$76,355.00; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to CAF #19-03968, which amount(s) shall be charged against budget line item C-04-17-018-310-18276; and

WHEREAS, all other terms and provisions of the original Contract shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Change Order #01 is authorized to increase the Contract with Seamless Flooring Systems, Inc. by \$4,455.00, resulting in a new total Contract amount of \$76,355.00, and, that the Director of the Board is authorized to execute said Change Order and any other documents necessary and proper to carry out the objectives of this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 5, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

SEAMLESS FLOORING SYSTEMS, INC.

333 KENNEDY BLVD. - SOMERDALE, NJ 08083

PHONE (856) 783-6500

cferrese@seamlessfloor.com

The County of Gloucester
2 South Broad Street
Woodbury, NJ 08096

04/26/19

Attn: Mr. William Bain

Re: Gloucester County Animal Shelter Flooring

Cost to furnish and install flooring as specified at the exterior walkway opposite the existing trench drain

Bid Price: \$20.25 per sf inclusive of all labor, materials, taxes and freight

200 sf	@	\$20.25 Per sf	\$4,050.00
Total Material and Labor			\$4,050.00
Overhead & Profit 10%			\$405.00
TOTAL AMOUNT			<u>\$4,455.00</u>

If the above meets with your approval, please issue a Change Order.

Sincerely,
Seamless Flooring Systems, Inc.

Craig Ferrese

Signed _____
Date _____

CHANGE ORDER FORM

- 1. Name & Address of Vendor:
Seamless Flooring System Inc
333 Kennedy Blvd
Somerdale NJ 08083-1022
- 2. Description of project or contract:
Furnish an install Dex-o-Tex flooring for the Animal Shelter
- 3. Resolution date and term of original contract: 10/17/18
- 4. Amount of original contract: \$71,900.00
- 5. Original CAF# / Purchase Order number: 18-08513
- 6. Amount of previously authorized change orders: \$ 0
- 7. Amount of this change order: \$ 4,455.00
- 8. New total amount of contract: \$76,355.00
- 9. Need or purpose of this change order:
Furnish and install flooring at the exterior walkway not include in original bid

This change order requested by Pete Scirrotto on 5/6/19
(Dept. Head) (Date)

Accepted by [Signature] on 5/6/19
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest: Laurie J. Burns, Clerk of the Board

By: Robert M. Damming, Director

TO ALL VENDORS: THIS CHANGE ORDER IS NOT OFFICIAL NOR AUTHORIZED UNTIL SUCH TIME AS THIS CHANGE ORDER IS ACCEPTED BY THE BOARD OF CHOSEN FREEHOLDERS, COUNTY OF GLOUCESTER WITH APPROPRIATE RESOLUTION.

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	19-03968

Pg

S H I P T O	GLOUC. CO BUILDINGS & GROUNDS
	SHADY LANE COMPLEX (251-6700)
	254 COUNTY HOUSE ROAD
	CLARKSBORO, NJ 08020

V E N D O R	VENDOR #: SEAML010
	SEAMLESS FLOORING SYSTEM, INC.
	333 KENNEDY BLVD.
	SOMERDALE, NJ 08083-1022

ORDER DATE: 05/10/19
REQUISITION NO: R9-18555
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CHANGE ORDER #1 PD 018-061 TO FURNISHT AND INSTALL FLLORING AT THE EXTERIOR WALKWAY	C-04-17-018-310-18276 Animal Shelter-Replace Kennel Floors	4,455.0000	4,455.00
	200 SQ FT @ \$20.25 PER SF			\$4,050.00
	OVERHEAD AND PROFIT			\$405.00
	TOTAL			\$4,455.00
	TOTAL NEW CONTRACT AMOUNT			\$76,355.00
			TOTAL	4,455.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
X		TREASURER / CFO
VENDOR SIGN HERE		<i>Kimberly [Signature]</i>
TAX ID NO. OR SOCIAL SECURITY NO.		QUALIFIED PURCHASING AGENT
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	DEPARTMENT HEAD	
	DATE	

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

C-1

RESOLUTION AUTHORIZING CONTRACTS WITH CRAIG TESTING LABORATORIES, INC., AND FRENCH & PARRELLO ASSOCIATES FROM JUNE 11, 2019 TO JUNE 10, 2020 IN AN AMOUNT NOT TO EXCEED \$50,000.00 EACH

WHEREAS, the County of Gloucester, Department of Engineering, has a need for professional engineering services regarding county-wide material testing and inspection of concrete, asphalt and soil, and requested proposals via RFP-19-037 from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that (1) Craig Testing Laboratories, Inc., with an address of 5439 Harding Highway, P.O. Box 427, Mays Landing, NJ 08330; and, (2) French & Parrello Associates, with an address of 1800 Route 34, Suite 101, Wall, NJ 07718, made advantageous proposals to provide said services; and

WHEREAS, each contract shall be awarded for the period from June 11, 2019 to June 10, 2020, for estimated units of service in an amount not to exceed \$50,000.00 per Contractor, which does not obligate the County to make any purchase so that no Certificate of Availability of Funds is required at this time; and

WHEREAS, the contracts may be awarded without public bidding in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is authorized to execute and the Clerk of the Board to attest to, the contracts with Craig Testing Laboratories, Inc. and French & Parrello Associates, for material testing and inspection of concrete, asphalt, and soils as per RFP-19-037, from June 11, 2019 to June 10, 2020, in an amount not to exceed \$50,000.00 per Contractor; and

BE IT FURTHER RESOLVED that before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purpose, and identifying the line item of the County budget out of which said funds will be paid; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and a copy of this Resolution and the contract are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The aforementioned notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 5, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
CRAIG TESTING LABORATORIES, INC.**

THIS CONTRACT is made this 11th day of **June, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **CRAIG TESTING LABORATORIES, INC.**, with an address of 5439 Harding Highway, P.O. Box 427, Mays Landing, NJ 08330, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County to contract for professional engineering services regarding County-wide material testing and inspection of concrete, asphalt and soils, as needed, as per **RFP-019-037** (hereinafter the "Project"); and

WHEREAS, Contractor represents that it is qualified to perform the said required services, and desires to so perform pursuant to the terms and provisions of this Contact.

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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 OF SERVICES. This contract shall be effective for services rendered from June 11, 2019 to June 10, 2020.

2. COMPENSATION. Contractor shall be compensated in a total amount not to exceed \$50,000.00 as per Contractor's proposal which was submitted in response to the County's Request for Proposal, **RFP-19-037**. The Proposal is incorporated into and made 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 the 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 **RFP-19-037**, and Contractor's Proposal dated May 8, 2019, which are incorporated by reference in their entirety and made a part of this Contract. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in **RFP-19-037**.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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.

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

c. 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.

d. 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.

e. 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. If the Contractor, or any of its subcontractors, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which license 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 the 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 and/or subcontractors.

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

A. Pursuant to the termination provisions set forth in the Bid Specification, 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 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 harmless from, and shall indemnify the County 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 disability, 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 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract 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, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which 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 services which 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 expenses 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. 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

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

14. 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.

15. GOVERNING LAW, JURISDICTION AND VENUE. This Contract 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.

16. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

17. BINDING EFFECT. This Contract shall be binding on the undersigned, and their successors and assigns.

18. CONTRACT PARTS. This Contract consists of this Contract document, **RFP-19-037** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or **RFP-19-037**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of the date first written above.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of Chosen Freeholders passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIES J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CRAIG TESTING LABORATORIES, INC.

By: _____ *(print)*
Title:



5439 Harding Highway • P.O. Box 427 • Mays Landing, NJ 08330 • P:609.625.1700 • F:609.625.1798

May 8, 2019

County Of Gloucester
2 South Broad Street
Woodbury, New Jersey 08096

Attn.: Ms. Kim Larter
Qualified Purchasing Agent,
Purchasing Department

RE: 2019 County Wide Material Testing & Inspection
RFP # 19-037
County of Gloucester, New Jersey

Dear Mr. Mercanti:

Craig Testing Laboratories, Inc. is interested in bidding on the 3rd party independent construction inspection and material testing services for the County of Gloucester and as such is pleased to submit one (1) original and five (5) signed copies of the required attached documents per the Request for Proposal for your use and review.

Craig Testing Laboratories, Inc. is available and committed to performing the 3rd party independent construction inspection and material testing services to the highest standards and ensuring contractor compliance with the codes and project approved documents, specifications and drawings.

Craig Testing Laboratories, Inc. headquartered in Mays Landing, Atlantic County, New Jersey has been family owned and operated for over forty (40+) years providing quality and value added 3rd party independent material sample, inspection and testing services in New Jersey. We trust that the selection committee will find that our experience and qualifications make us the right company for your projects.

Craig Testing Laboratories, Inc. looks forward to being the selected company and working with the County of Gloucester on this project. Should you have any questions, please contact our office.

Should you have any questions please feel free to contact our office.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'E. Freire', written over a horizontal line.

Eduardo M. Freire, PE
President

A handwritten signature in black ink, appearing to read 'R. Todd', written over a horizontal line.

Robert T. Todd
VP of sales

QE-177-CTL-19

Ensuring Quality ... Validating Compliance

CRAIG TESTING LABORATORIES, INC.

ATTACHMENT 1
Specification No. ENGRG. 19-10
Schedule of Prices

Item	Quantity	Unit	Description	Unit Price	Total Cost
1	5	Each	Soil Wash Gradation	\$ 70.00	\$ 350.00
2	5	Each	Proctor Analysis & Wash Gradation +	\$ 190.00	\$ 950.00
3	5	Each	Soil Sampling/Pick up only	\$ 75.00	\$ 375.00
4	20	Day	Onsite Soil Compaction (8hrs)	\$ 320.00	\$ 6,400.00
5	20	½ Day	Onsite Soil Compaction (4hrs) *	\$ 215.00	\$ 4,300.00
6	40	Hrs	Overtime- Soil Compaction	\$ 60.00	\$ 2,400.00
7	25	Days	Concrete Field Monitoring & Testing (8hrs)	\$ 320.00	\$ 8,000.00
8	25	½ Day	Concrete Field Monitoring & Testing (4hrs) *	\$ 215.00	\$ 5,375.00
9	10	Hrs	Overtime- Concrete Field Monitoring	\$ 60.00	\$ 600.00
10	200	Each	Testing of Concrete Cylinders	\$ 16.00	\$ 3,200.00
11	35	Trips	Delivery/Pickup of cylinders made	\$ 50.00	\$ 1,750.00
12	5	Each (single shot)	Nondestructive Concrete Testing- Schmidt Hammer	\$ 10.00	\$ 50.00
13	5	Each (single shot)	Nondestructive Concrete Testing- Windsor Probe	\$ 50.00	\$ 250.00
14	25	Lots	Drill 6" cores & perform air void & thickness analysis, top only (variable thickness 2"-3")	\$ 730.00	\$ 18,250.00
15	10	Lots	Drill 6" cores & perform, air void & thickness analysis, top (variable thickness 2"-3" & 4" base)	\$ 975.00	\$ 9,750.00
16	350	Each	Patch Core Hole Area with cold asphalt Patch	\$ 3.50	\$ 1,225.00
17	10	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Day Rate	\$ 345.00	\$ 3,450.00

QE-177-CTL-19

CRAIG TESTING LABORATORIES, INC.

18	4	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Night Rate	\$ 517.50	\$ 2,070.00
19	5	Hr	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Overtime	\$ 64.50	\$ 322.50
20	10	Day	NJSAT plant level 2 technician for plant QC-Day rate	\$ 395.00	\$ 3,950.00
21	10	½ Day	NJSAT plant level 2 technician for plant QC-Day rate	\$ 275.00	\$ 2,750.00
22	10	Day	NJSAT plant level 2 technician for plant QC-night & weekend rate	\$ 550.00	\$ 5,500.00
23	10	½ Day	NJSAT plant level 2 technician for plant QC-night & weekend rate	\$ 550.00	\$ 5,500.00
24	20	Hr	NJSAT plant level 2 technician for plant QC-overtime rate	\$ 74.00	\$ 1,480.00
25	5	Each	Cancellation charge (cancellation less than 4hrs prior to scheduled inspection)	\$ 275.00	\$ 1,375.00

Total Amount Bid \$ 89,622.50

+ Testing performed within four (4) business days. Less than four (4) business days, expedited charge of 1.5x.

* Half Day is 4 hours between 6am-11am or 12pm to 6pm, otherwise 8 hours to be charged.

QE-177-CTL-19

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
FRENCH & PARRELLO ASSOCIATES**

THIS CONTRACT is made this 11th day of **June, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **FRENCH & PARRELLO ASSOCIATES**, with an address of 1800 Route 34, Suite 101, Wall, NJ 07718, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County to contract for professional engineering services regarding County-wide material testing and inspection of concrete, asphalt and soils, as needed, as per **RFP-019-037** (hereinafter the "**Project**"); and

WHEREAS, Contractor represents that it is qualified to perform the said required services, and desires to so perform pursuant to the terms and provisions of this Contact.

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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 OF SERVICES**. This contract shall be effective for services rendered from June 11, 2019 to June 10, 2020.

2. **COMPENSATION**. Contractor shall be compensated in a total amount not to exceed \$50,000.00 as per Contractor's proposal which was submitted in response to the County's Request for Proposal, **RFP-19-037**. The Proposal is incorporated into and made 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 the 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 **RFP-19-037**, and Contractor's Proposal dated May 9, 2019, which are incorporated by reference in their entirety and made a part of this Contract. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in **RFP-19-037**.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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.

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

c. 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.

d. 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.

e. 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. If the Contractor, or any of its subcontractors, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which license 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 the 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 and/or subcontractors.

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

A. Pursuant to the termination provisions set forth in the Bid Specification, 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 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 harmless from, and shall indemnify the County 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 disability, 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 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract 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, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which 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 services which 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 expenses 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. **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

13. **PARTIAL INVALIDITY.** In the event that any provisions 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 provisions of this Contract.

14. **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.

15. GOVERNING LAW, JURISDICTION AND VENUE. This Contract 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.

16. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

17. BINDING EFFECT. This Contract shall be binding on the undersigned, and their successors and assigns.

18. CONTRACT PARTS. This Contract consists of this Contract document, **RFP-19-037** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or **RFP-19-037**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of the date first written above.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of Chosen Freeholders passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIES J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

FRENCH & PARRELLO ASSOCIATES

By: _____ *(print)*
Title:



Corporate Office
1800 Route 34, Suite 101, Wall, New Jersey 07719

Regional Offices
King of Prussia, Pennsylvania
Hackettstown, New Jersey
Camden, New Jersey
New York, New York

May 9, 2019

Kim Larter, Qualified Purchasing Agent
Purchasing Department
COUNTY OF GLOUCESTER
2 S. Broad Street
Woodbury, New Jersey 08096

Re: **Proposal for Countywide Material Testing and
Inspection of Concrete, Asphalt and Soil**
Gloucester County RFP No. 19-037
FPA No. 1827.T11

Dear Ms. Larter:

French & Parrello Associates (FPA), a New Jersey corporation, is pleased to submit one original and five copies of the above referenced proposal. We are confident that you will find our firm's experience and assigned personnel a perfect fit for the various Gloucester County Capital Projects associated with this Request for Proposal. We have a thorough understanding of the issues and constraints present with the County's Capital Projects as demonstrated in this technical proposal.

FPA has assembled a team of highly qualified professionals, each are highly respected and available to proceed with work on this project at the County's request. It is our objective to successfully provide the County with a quality work product that will meet the goals and project schedule outlined in the Request for Proposal. Our project manager and team members are committed to the overall success of this project.

If selected, we look forward to working with Gloucester County on the various projects throughout the County. We are committed to the overall success of the various projects and the benefits it will offer to the residents of Gloucester County and the motoring public.

Respectfully submitted,
FRENCH & PARRELLO ASSOCIATES

A handwritten signature in black ink, appearing to read 'Michael Schappert', is written over a horizontal line.

Michael Schappert, PE
Project Consultant

**ATTACHMENT 1
Specification No. ENGRG 19-10**

Schedule of Prices

Item	Quantity	Unit	Description	Unit Price	Total Cost
1	5	Each	Soil Wash Gradation	\$ 60.00	\$ 300.00
2	5	Each	Proctor Analysis & Wash Gradation	\$ 250.00	\$ 1,250.00
3	5	Each	Soil Sampling/Pick up only	\$ 200.00	\$ 1,000.00
4	20	Day	Onsite Soil Compaction (8hrs)	\$ 500.00	\$ 10,000.00
5	20	½ Day	Onsite Soil Compaction (4hrs)	\$ 425.00	\$ 8,500.00
6	40	Hrs	Overtime- Soil Compaction	\$ 55.00	\$ 2,200.00
7	25	Days	Concrete Field Monitoring & Testing (8hrs)	\$ 525.00	\$ 13,125.00
8	25	½ Day	Concrete Field Monitoring & Testing (4hrs)	\$ 450.00	\$ 11,250.00
9	10	Hrs	Overtime- Concrete Field Monitoring	\$ 55.00	\$ 550.00
10	200	Each	Testing of Concrete Cylinders	\$ 15.00	\$ 3,000.00
11	35	Trips	Delivery/Pickup of cylinders made	\$ 200.00	\$ 7,000.00
12	5	Each (single shot)	Nondestructive Concrete Testing- Schmidt Hammer	**	**
13	5	Each (single shot)	Nondestructive Concrete Testing- Windsor Probe	\$ 30.00	\$ 150.00
14	25	Lots	Drill 6" cores & perform air void & thickness analysis, top only (variable thickness 2"-3")	\$ 1,050.00	\$ 26,250.00
15	10	Lots	Drill 6" cores & perform, air void & thickness analysis, top (variable thickness 2"-3" & 4" base)	\$ 1,800.00	\$ 18,000.00
16	350	Each	Patch Core Hole Area with cold asphalt Patch	\$ 10.00	\$ 3,500.00
17	10	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Day Rate	\$ 525.00	\$ 5,250.00

18	4	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Night Rate	\$ 525.00	\$ 2,100.00
19	5	Hr	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Overtime	\$ 55.00	\$ 275.00
20	10	Day	plant QC	\$ 620.00	\$ 6,200.00
21	10	½ Day	NJSAT plant level 2 technician for plant QC-Day rate	\$ 475.00	\$ 4,750.00
22	10	Day	NJSAT plant level 2 technician for plant QC-night & weekend rate	\$ 620.00	\$ 6,200.00
23	10	½ Day	NJSAT plant level 2 technician for plant QC-night & weekend rate	\$ 525.00	\$ 5,250.00
24	20	Hr	NJSAT plant level 2 technician for plant QC-overtime rate	\$ 55.00	\$ 1,100.00
25	5	Each	Cancellation charge (cancellation less than 4 hrs prior to scheduled inspection)	\$ 200.00	\$ 1,000.00

** Note: FPA does not perform this test. It has been our experience that it's not a valid quantitative method.

Total Bid Amount \$ 138,200.00

C-2

**RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC.
FOR THE MONROE/WASHINGTON TOWNSHIP BICYCLE CONNECTOR
PROJECT \$2,817,977.75**

WHEREAS, the County of Gloucester advertised for the receipt of public bids regarding the Monroe/Washington Township Bicycle Connector in the Townships of Washington and Monroe, known as Engineering Project #13-08FA ("Project"); and

WHEREAS, bids were publicly received and opened on March 14, 2019, and after following proper bid opening and evaluation procedure, it was determined that South State, Inc. of 202 Reeves Road, Bridgeton, NJ 08302 was the lowest responsive and responsible bidder for \$2,817,977.75, commencing June 5, 2019 and/or upon the Notice to Proceed, and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9); and

WHEREAS, the County's Purchasing and Engineering Departments recommend award of a contract to South State, Inc. for the Project, and the Contract is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, the County Treasurer has certified the availability of funds in the amount of \$2,817,977.75 pursuant to CAF #19-04178, to be charged against budget line items G-02-16-076-000-12246 (\$2,421,117.00) and C-04-16-012-165-12238 (\$396,860.75).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board to attest to, a contract with South State, Inc. for \$2,817,977.75, for the hereinabove referenced Project and as set forth in specifications #13-08FA, commencing June 5, 2019 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on June 5, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
SOUTH STATE, INC.**

THIS CONTRACT is made effective this 5th day of **June, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **SOUTH STATE, INC.** with offices at 202 Reeves Road, Bridgeton, NJ 08302, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the Monroe/Washington Township Bicycle Connector project in the Townships of Washington and Monroe, as set forth in Engineering Specifications #13-08FA (hereinafter "Project"); and

WHEREAS, Contractor represents that it is qualified to perform said services as necessary for the Project, 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**. This Contract shall commence on June 5, 2019 and/or upon receipt of the Notice to Proceed, and conclude upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).
2. **COMPENSATION**. Contractor shall be compensated in the amount of \$2,817,977.75 as per the specifications issued by the County identified as #13-08FA (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid response for the Project (hereinafter the "Bid").

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the 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 for the Monroe/Washington Township Bicycle Connector project in the Townships of Washington and Monroe, as set forth in the bid specifications known as #13-08FA, and Contractor's bid response, which are both incorporated herein in their entirety, and made a part hereof by reference.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Specifications, as well as all applicable laws.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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.

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

c. 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.

d. 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.

e. 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 permit 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 Specifications, if any, 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 subcontractor or 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 harmless from, and shall indemnify and shall defend the County 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 services 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 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 and the Specifications. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the 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 the labor and materials 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. **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. **PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below. [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

The County's Alternative Dispute Resolution procedure is as follows:

- A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

- B. **Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.

- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit

amendments.

- D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

15. 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.

16. **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.

17. **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.

18. **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.

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

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 with the annexed Rider ("Differing Site Conditions"), the Specifications #13-08FA, and Contractor's bid response, all of which are referred to and incorporated herein by reference. If there should occur a conflict between either this form of Contract or the Specifications and the bid response, then this Contract and Rider, and the Specifications shall prevail.

THIS CONTRACT is effective as of this **5th** day of **June, 2019**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, and attested by its Clerk, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

SOUTH STATE, INC.

By: (print name)
Title:

RIDER

DIFFERING SITE CONDITIONS

A. Differing Site Conditions.

- (1) If the Contractor encounters differing site conditions during the progress of the work of the contract, the Contractor shall promptly notify the County (hereinafter "Contracting unit") in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
- (2) Upon receipt of a differing site conditions notice in accordance with paragraph one (1) of this subsection, or upon the Contracting unit otherwise learning of differing site conditions, the Contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
- (3) If the Contracting unit determines different site conditions that may result in additional costs or delays exist, the Contracting unit shall provide prompt written notice to the Contractor containing directions on how to proceed.
- (4) (a) The Contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the Contractor.

(b) If both parties agree that the Contracting unit's investigation and directions decrease the Contractor's costs or time of performance, the Contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

(c) If the Contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the Contracting unit shall so advise the Contractor, in writing, and the Contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the Contracting unit for additional compensation or time attributable to the alleged differing site conditions.
- (5) Execution of the contract by the Contractor shall constitute a representation that the Contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.
- (6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

B. Suspension of Work Provisions.

- (1) The Contracting unit shall provide written notice to the Contractor in advance of any suspension of work lasting more than ten (10) calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the Contracting unit for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the Contracting unit's control, the Contractor shall be entitled to compensation for any resultant delay to the project completion or additional Contractor expenses, and to an extension of time, provided that, to the extent feasible, the Contractor, within ten (10) calendar days following the conclusion of the suspension, notifies the Contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the Contractor as needed and as may be reasonably requested by the Contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the Contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the Contracting unit shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

(4) (a) If the Contracting unit determines that the Contractor is entitled to additional compensation or time, the Contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the Contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the Contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the Contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the Contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the Contractor actually prejudiced the Contracting unit's ability to adequately investigate and defend the claim.

C. Change in Character of Work Provisions.

(1) If the Contractor believes that a change directive by the Contracting unit results in a material change to the contract work, the Contractor shall so notify the Contracting unit in writing. The Contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the Contractor's change in character notice in accordance with paragraph (1) of this subsection, the Contracting unit shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

(3) (a) If the Contracting unit determines that a change to the Contractor's work caused or directed by the Contracting unit materially changes the character of any aspect of the contract work, the Contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its changes in character, or as otherwise mutually agreed upon by the Contractor and the Contracting unit prior to the Contractor performing the subject work.

(b) If the Contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the Contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the Contractor's cost of performing the work, increases or decreases the amount of time by which the Contractor completes the work in relation to the contractually required completion date, or both.

D. Change in Quantity Provisions.

(1) The Contracting unit may increase or decrease the quantity of work to be performed by the Contractor.

(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the Contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) (a) For a major increase in quantity, the Contracting unit or Contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the Contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the Contracting unit or Contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the Contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the Contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

Office of the County Engineer
County of Gloucester

Monroe/Washington Township Bicycle Connector In the Townships of Washington and Monroe

Engineering Project #13-08FA

Bid Date: Thursday, March 14, 2019 Bid Time: 10:00 am

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 3		bidder 2 of 3		bidder 3 of 3 *	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Construction Layout	1	L.S.	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$70,000.00	\$70,000.00
2	Clearing Site	1	L.S.	\$200,000.00	\$200,000.00	\$150,000.00	\$150,000.00	\$100,000.00	\$100,000.00
3	Excavation, Unclassified	3,230	C.Y.	\$38.00	\$122,740.00	\$40.00	\$129,200.00	\$70.00	\$226,100.00
4-10	No Item	-	-	-	\$0.00	-	\$0.00	-	\$0.00
11	Geotextile Fabric	9,510	S.Y.	\$2.50	\$23,775.00	\$2.65	\$25,201.50	\$5.00	\$47,550.00
12	HMA Milling, 3" or Less	46,000	S.Y.	\$4.75	\$218,500.00	\$3.50	\$161,000.00	\$4.00	\$184,000.00
13	Hot Mix Asphalt 9.5H64 Leveling Course	500	Ton	\$40.00	\$20,000.00	\$50.00	\$25,000.00	\$165.00	\$82,500.00
14	Tack Coat	6,900	Gal	\$0.01	\$69.00	\$0.01	\$69.00	\$1.00	\$6,900.00
15	Dense-Graded Aggregate Base Course, 6" Thick	2,330	S.Y.	\$20.00	\$46,600.00	\$35.00	\$81,550.00	\$22.00	\$51,260.00
16	Hot Mix Asphalt 19M64 Base Course, 4" Thick	100	Ton	\$100.00	\$10,000.00	\$114.00	\$11,400.00	\$150.00	\$15,000.00
17	Hot Mix Asphalt 12.5ME Surface Course, 3" Thick	8,320	Ton	\$94.00	\$782,080.00	\$100.00	\$832,000.00	\$115.00	\$956,800.00
18	Open-Graded 9.5MM Friction Course, 2-1/2" Thick	1,190	Ton	\$105.00	\$124,950.00	\$120.00	\$142,800.00	\$170.00	\$202,300.00
19	Coarse Aggregate, No. 57 Stone, 6" Thick	9,510	S.Y.	\$17.00	\$161,670.00	\$20.50	\$194,955.00	\$22.00	\$209,220.00
20	Detectable Warning Surface	88	S.Y.	\$250.00	\$22,000.00	\$225.00	\$19,800.00	\$2,200.00	\$193,600.00
21	Hot Mix Asphalt Driveway, 2" Thick	400	S.Y.	\$30.00	\$12,000.00	\$20.00	\$8,000.00	\$40.00	\$16,000.00
22	Concrete Island Reinforced, 8" Thick	90	S.Y.	\$125.00	\$11,250.00	\$108.00	\$9,720.00	\$175.00	\$15,750.00
23	Concrete Sidewalk, 4" Thick	1,280	S.Y.	\$90.00	\$115,200.00	\$91.00	\$116,480.00	\$110.00	\$140,800.00
24	Curb Piece	15	Unit	\$400.00	\$6,000.00	\$550.00	\$8,250.00	\$1,400.00	\$21,000.00
25	Reconstructed Inlet, Type B, Using Existing Casting	3	Unit	\$1,500.00	\$4,500.00	\$1,700.00	\$5,100.00	\$3,500.00	\$10,500.00
26	9" x 18" Concrete Vertical Curb	4,181	L.F.	\$38.00	\$158,878.00	\$42.25	\$176,847.25	\$38.00	\$158,878.00
27	Traffic Stripes, Long-Life, Epoxy Resin 4"	160,500	L.F.	\$0.29	\$46,345.00	\$0.30	\$48,150.00	\$0.45	\$72,225.00
28	Traffic Markings, Thermoplastic	19,985	S.F.	\$5.15	\$102,922.75	\$5.20	\$103,922.00	\$5.00	\$99,925.00
29	MMA Bike Lane Treatment	17,300	S.F.	\$7.65	\$132,345.00	\$8.00	\$138,400.00	\$8.00	\$138,400.00
30	Concrete Driveway Reinforced, 6" Thick	75	S.Y.	\$125.00	\$9,375.00	\$106.00	\$7,950.00	\$130.00	\$9,750.00
31	Polymerized Joint Adhesive	11,000	L.F.	\$1.50	\$16,500.00	\$1.00	\$11,000.00	\$2.00	\$22,000.00
32	18" Corrugated Metal Pipe	16	L.F.	\$250.00	\$4,000.00	\$240.00	\$3,840.00	\$200.00	\$3,200.00
33	Beam Guide Rail Element	450	L.F.	\$25.00	\$11,250.00	\$17.25	\$7,762.50	\$21.00	\$9,450.00

SUMMARY OF BIDS



SPECIFICATION NO. 13-08FA

SUMMARY OF BIDS



SPECIFICATION NO. 13-08FA

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 3		bidder 2 of 3		bidder 3 of 3 *	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
34	Bicycle Safe Gate	15	Unit	\$400.00	\$6,000.00	\$406.00	\$6,090.00	\$1,200.00	\$18,000.00
35	No Item	-	-	-	\$0.00	-	\$0.00	-	\$0.00
36	Regulatory Warning and Guide Sign	690	S.F.	\$42.00	\$28,980.00	\$42.00	\$28,980.00	\$35.00	\$24,150.00
37	Reflective "U" Post Inserts	140	Unit	\$45.00	\$6,300.00	\$45.00	\$6,300.00	\$50.00	\$7,000.00
38	RPM, Bi-Directional, Blue Lens	2	Unit	\$31.00	\$62.00	\$31.71	\$63.42	\$35.00	\$70.00
39	RPM, Bi-Directional, Red / White Lens	15	Unit	\$31.00	\$465.00	\$31.00	\$465.00	\$35.00	\$525.00
40	RPM, Bi-Directional, Amber Lens	110	Unit	\$31.00	\$3,410.00	\$31.00	\$3,410.00	\$35.00	\$3,850.00
41	Reset Existing Casting	5	Unit	\$450.00	\$2,250.00	\$270.00	\$1,350.00	\$1,300.00	\$6,500.00
42	Reset Valve	10	Unit	\$50.00	\$500.00	\$295.00	\$2,950.00	\$225.00	\$2,250.00
43	Removal of Traffic Stripes	9,000	L.F.	\$0.54	\$4,860.00	\$0.55	\$4,950.00	\$0.75	\$6,750.00
44-54	No Item	-	-	-	\$0.00	-	\$0.00	-	\$0.00
55	Chain-Link Fence, Black PVC-Coated Steel, 6' High	380	L.F.	\$35.00	\$13,300.00	\$30.00	\$11,400.00	\$60.00	\$22,800.00
56	Split Rail Fence, PVC Coated Aluminum	1,670	L.F.	\$33.00	\$55,110.00	\$25.00	\$41,750.00	\$31.00	\$51,770.00
57	Landscaping Retaining Wall, Location 1	1	L.S.	\$60,000.00	\$60,000.00	\$120,000.00	\$120,000.00	\$80,000.00	\$80,000.00
58	Landscaping Retaining Wall, Location 2	1	L.S.	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$45,000.00	\$45,000.00
59	Deciduous Shrub, 4' to 5' high	110	Unit	\$75.00	\$8,250.00	\$35.00	\$3,850.00	\$95.00	\$10,450.00
60	Small Deciduous Tree, 6 to 8' High	25	Unit	\$450.00	\$11,250.00	\$350.00	\$8,750.00	\$400.00	\$10,000.00
61	Perennial, #1 Container	15	Unit	\$20.00	\$300.00	\$35.00	\$525.00	\$40.00	\$600.00
62-69	No Item	-	-	-	\$0.00	-	\$0.00	-	\$0.00
70	Police Traffic Directors	1,000	M.H.	\$60.00	\$60,000.00	\$60.00	\$60,000.00	\$60.00	\$60,000.00
71	Flashing Arrow Board, 4' x 8'	4	Unit	\$10.00	\$40.00	\$1,000.00	\$4,000.00	\$2,000.00	\$8,000.00
72	Traffic Control Truck with Mounted Crash Cushion	4	Unit	\$100.00	\$400.00	\$500.00	\$2,000.00	\$6,000.00	\$24,000.00
73	Construction Signs	200	S.F.	\$15.00	\$3,000.00	\$12.50	\$2,500.00	\$11.00	\$2,200.00
74	Drum	250	Unit	\$1.00	\$250.00	\$0.01	\$2.50	\$65.00	\$16,250.00
75	Traffic Cone	250	Unit	\$1.00	\$250.00	\$0.01	\$2.50	\$25.00	\$6,250.00
76	Breakaway Barricade	30	Unit	\$1.00	\$30.00	\$0.01	\$0.30	\$120.00	\$3,600.00
77	Turf Repair Strip	28,100	L.F.	\$0.25	\$7,025.00	\$1.75	\$49,175.00	\$4.00	\$112,400.00
78	Topsoil Stabilization Mat	100	S.Y.	\$10.00	\$1,000.00	\$12.00	\$1,200.00	\$12.00	\$1,200.00
79	Topsoiling, 4" Thick	630	S.Y.	\$6.00	\$3,780.00	\$5.00	\$3,150.00	\$10.00	\$6,300.00
80	Fertilizing and Seeding, Type A-3	630	S.Y.	\$0.50	\$315.00	\$2.00	\$1,260.00	\$3.50	\$2,205.00
81	Straw Mulching	100	S.Y.	\$0.01	\$1.00	\$2.00	\$200.00	\$5.00	\$500.00
82	Asphalt Price Adjustment	1	L.S.	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
83	Fuel Price Adjustment	1	L.S.	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
84	Heavy Duty Silt Fence	3,900	L.F.	\$7.00	\$27,300.00	\$8.00	\$31,200.00	\$12.00	\$46,800.00
85	Inlet Protection	5	Unit	\$100.00	\$500.00	\$700.00	\$3,500.00	\$300.00	\$1,500.00

SUMMARY OF BIDS



SPECIFICATION NO. 13-08FA

Item No.	Description	Approx. Quantity	Unit	Bidder 1 of 3		Bidder 2 of 3		Bidder 3 of 3	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
86-99	No Item	-	-	-	\$0.00	-	-	-	-
100	Foundation, Type SPT	2	Unit	\$2,450.00	\$4,900.00	\$2,400.00	\$4,800.00	\$3,000.00	\$6,000.00
101	Foundation, Type SPT	4	Unit	\$2,800.00	\$11,200.00	\$2,700.00	\$10,800.00	\$3,400.00	\$13,600.00
102	Pedestrian Signal Standard	2	Unit	\$900.00	\$1,800.00	\$875.00	\$1,750.00	\$1,050.00	\$2,100.00
103	Traffic Signal Standard, Aluminum Type T	4	Unit	\$2,250.00	\$9,000.00	\$2,235.00	\$8,940.00	\$2,700.00	\$10,800.00
104	Pedestrian Push Button Assembly w/ R10-3e	20	Unit	\$525.00	\$10,500.00	\$530.00	\$10,600.00	\$650.00	\$13,000.00
105	Rapid Flashing Beacons	4	Unit	\$9,000.00	\$36,000.00	\$8,550.00	\$34,200.00	\$10,400.00	\$41,600.00
106	Bollard	2	Unit	\$750.00	\$1,500.00	\$700.00	\$1,400.00	\$1,800.00	\$3,600.00
Total Bid					\$2,817,977.75	Total Bid	\$2,992,310.97	Total Bid *	\$3,779,728.00

Vincent M. Voltaggio, P.E.
 Gloucester County Engineer

4-15-15
 date

* Did NOT include DBE 11% Requirement

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	19-04178

Pg

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GLOUC. CO ENGINEERING DEPT.
1200 N. DELSEA DR. BLDG A
CLAYTON, NJ 08312
856-307-6600

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SOUTH STATE INC
PO BOX 68
202 REEVES ROAD
BRIDGETON, NJ 08302

VENDOR #. SOUTH290

ORDER DATE: 05/17/19
REQUISITION NO: R9-19028
DELIVERY DATE:
STATE CONTRACT: ENG. 13-08
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	13-08 CONSTRUCTION CONTRACT WASHINGTON/MONROE TOWNSHIP BICYCLE CONNECTOR ENGINEERING PROJECT #: 13-08 PASSED BY RESOLUTION: JUNE 5, 2019 **TO BE TAKEN IN PARTIALS**	G-02-16-076-000-12246 Wash. Twp. & Monroe Twp. Bikeway Proj.	2,421,117.0000	2,421,117.00
1.00	BALANCE	C-04-16-012-165-12238 Bike Trail Const Glassboro-Elk (FA)	396,860.7500	396,860.75
			TOTAL	2,817,977.75

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p>	<p style="text-align: center;">DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p>
<p>VENDOR SIGN HERE _____ DATE _____</p>		 _____ TREASURER / CFO
<p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p>	<p>DEPARTMENT HEAD _____ DATE _____</p>	<p>QUALIFIED PURCHASING AGENT _____</p>
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #01
WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION
TO INCREASE FUNDING BY \$506,326.12**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on October 3, 2018, authorizing the execution of Cost Reimbursement Agreement No. 18-DT-BLA-771 in an amount not to exceed \$2,421,117.00, between the County and the NJ Department of Transportation ("NJDOT) for the Washington and Monroe Townships Bicycle Connector, known as Engineering Project #13-08 and Federal Project No. TAP-D00S(024) (hereinafter "Project"); and

WHEREAS, a modification to the Agreement is necessary which will increase the total amount by \$506,326.12, resulting in the new total Agreement amount not to exceed \$2,927,443.12; and

WHEREAS, all other terms and provisions of the original Agreement not amended herein shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to Agreement Modification #01 for Cost Reimbursement Agreement No. 18-DT-BLA-771 with the NJDOT to increase the Agreement by \$506,326.12, for a total amount not to exceed \$2,927,443.12; and

BE IT FURTHER RESOLVED that all other terms and provisions of Cost Reimbursement Agreement No. 18-DT-BLA-771 shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 5, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

C-4

**RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC.
FOR RESURFACING AND SAFETY IMPROVEMENTS IN
MONROE TOWNSHIP FOR \$1,776,330.00**

WHEREAS, the County of Gloucester advertised for the receipt of public bids regarding resurfacing and safety improvements to Bluebell Road (CR633) from Corkery Lane (CR612) to Malaga Road (CR659) in the Township of Monroe, as set forth in Engineering Specifications #18-14SA ("Project"); and

WHEREAS, bids were publicly received and opened on May 16, 2019, and after following proper bid opening and evaluation procedure, it was determined that South State, Inc. of 202 Reeves Road, Bridgeton, NJ 08302 was the lowest responsive and responsible bidder for \$1,776,330.00, commencing June 5, 2019 and/or upon the Notice to Proceed, and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9); and

WHEREAS, the County's Purchasing and Engineering Departments recommend award of a contract to South State, Inc. for the Project, and the Contract is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, the County Treasurer has certified the availability of funds for \$1,766,330.00 pursuant to CAF #19-04177 to be charged against budget line item C-04-19-012-165-12250.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board to attest to, a contract with South State, Inc. for \$1,776,330.00, for the hereinabove referenced Project and as set forth in specifications #18-14SA, commencing June 5, 2019 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on June 5, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
SOUTH STATE, INC.**

THIS CONTRACT is made effective this **5th** day of **June, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **SOUTH STATE, INC.** with offices at 202 Reeves Road, Bridgeton, NJ 08302, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for resurfacing and safety improvements to Bluebell Road (CR633) from Corkery Lane (CR612) to Malaga Road (CR659) in the Township of Monroe, as set forth in Engineering Specifications #18-14SA (hereinafter "Project"); and

WHEREAS, Contractor represents that it is qualified to perform said services as necessary for the Project, 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**. This Contract shall commence on June 5, 2019 and/or upon receipt of the Notice to Proceed, and conclude upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).
2. **COMPENSATION**. Contractor shall be compensated in the amount of \$1,776,330.00 as per the specifications issued by the County identified as #18-14SA (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid response for the Project (hereinafter the "Bid").

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the 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 for resurfacing and safety improvements to Bluebell Road (CR 633) from Corkery Lane (CR 612) to Malaga Road (CR 659) in the Township of Monroe, as set forth in the bid specifications known as #18-14SA, and Contractor's bid response, which are both incorporated herein in their entirety, and made a part hereof by reference.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Specifications, as well as all applicable laws.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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.

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

c. 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.

d. 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.

e. 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 permit 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 Specifications, if any, 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 subcontractor or 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 harmless from, and shall indemnify and shall defend the County 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 services 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 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 and the Specifications. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the 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 the labor and materials 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. **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. **PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted

to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below. [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

The County's Alternative Dispute Resolution procedure is as follows:

- A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

- B. **Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.

- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has

matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

15. 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.

16. **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.

17. **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.

18. **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.

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

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 with the annexed Rider ("Differing Site Conditions"), the Specifications #18-14SA, and Contractor's bid response, all of which are referred to and incorporated herein by reference. If there should occur a conflict between either this form of Contract or the Specifications and the bid response, then this Contract and Rider, and the Specifications shall prevail.

THIS CONTRACT is effective as of this **5th** day of **June, 2019**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, and attested by its Clerk, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS,
CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

SOUTH STATE, INC.

By: (print name)
Title:

RIDER

DIFFERING SITE CONDITIONS

A. Differing Site Conditions.

(1) If the Contractor encounters differing site conditions during the progress of the work of the contract, the Contractor shall promptly notify the County (hereinafter "Contracting unit") in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

(2) Upon receipt of a differing site conditions notice in accordance with paragraph one (1) of this subsection, or upon the Contracting unit otherwise learning of differing site conditions, the Contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

(3) If the Contracting unit determines different site conditions that may result in additional costs or delays exist, the Contracting unit shall provide prompt written notice to the Contractor containing directions on how to proceed.

(4) (a) The Contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the Contractor.

(b) If both parties agree that the Contracting unit's investigation and directions decrease the Contractor's costs or time of performance, the Contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

(c) If the Contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the Contracting unit shall so advise the Contractor, in writing, and the Contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the Contracting unit for additional compensation or time attributable to the alleged differing site conditions.

(5) Execution of the contract by the Contractor shall constitute a representation that the Contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

(6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

B. Suspension of Work Provisions.

(1) The Contracting unit shall provide written notice to the Contractor in advance of any suspension of work lasting more than ten (10) calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the Contracting unit for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the Contracting unit's control, the Contractor shall be entitled to compensation for any resultant delay to the project completion or additional Contractor expenses, and to an extension of time, provided that, to the extent feasible, the Contractor, within ten (10) calendar days following the conclusion of the suspension, notifies the Contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the Contractor as needed and as may be reasonably requested by the Contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the Contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the Contracting unit shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

(4) (a) If the Contracting unit determines that the Contractor is entitled to additional compensation or time, the Contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the Contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the Contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the Contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the Contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the Contractor actually prejudiced the Contracting unit's ability to adequately investigate and defend the claim.

C. Change in Character of Work Provisions.

(1) If the Contractor believes that a change directive by the Contracting unit results in a material change to the contract work, the Contractor shall so notify the Contracting unit in writing. The Contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the Contractor's change in character notice in accordance with paragraph (1) of this subsection, the Contracting unit shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

(3) (a) If the Contracting unit determines that a change to the Contractor's work caused or directed by the Contracting unit materially changes the character of any aspect of the contract work, the Contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its changes in character, or as otherwise mutually agreed upon by the Contractor and the Contracting unit prior to the Contractor performing the subject work.

(b) If the Contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the Contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the Contractor's cost of performing the work, increases or decreases the amount of time by which the Contractor completes the work in relation to the contractually required completion date, or both.

D. Change in Quantity Provisions.

(1) The Contracting unit may increase or decrease the quantity of work to be performed by the Contractor.

(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the Contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) (a) For a major increase in quantity, the Contracting unit or Contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the Contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the Contracting unit or Contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the Contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the Contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

Office of the County Engineer
County of Gloucester
 Resurfacing & Safety Improvements to Bluebell Road (CR 633)
 From Corkery Lane (CR 612) to Malaga Road (CR 659) in the
 Township of Monroe.
 Engineering Project #18-14
 Bid Date: Thursday, May 16, 2019

Bid Time: 10:00 am

bidder: 1 of 1

South State Inc.
 202 Reeves Road
 PO Box 68
 Bridgeton, NJ 08302
 Chester J. Offinger, President
 bwindrick@southstateinc.com
 P. 856-451-5300 F. 856-455-3462

SUMMARY OF BIDS



SPECIFICATION NO. 18-14

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	CONSTRUCTION LAYOUT	1	L.S.	\$2,000.00	\$2,000.00
2	CLEARING SITE	1	L.S.	\$175,000.00	\$175,000.00
3	EXCAVATION, UNCLASSIFIED	110	C.Y.	\$30.00	\$3,300.00
4-5	NO ITEM			-	\$0.00
6	HMA MILLING, 3" AND VARIABLE	60,000	S.Y.	\$1.55	\$93,000.00
7	POLYMERIZED JOINT ADHESIVE	38,000	L.F.	\$0.01	\$380.00
8	TACK COAT	9,000	GAL.	\$0.01	\$90.00
9	HOT MIX ASPHALT 12.5ME SURFACE COURSE, 3" THICK	11,000	TON	\$89.00	\$979,000.00
10	HOT MIX ASPHALT 9.5M64 LEVELING COURSE	1,100	TON	\$89.00	\$97,900.00
11	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	70	TON	\$80.00	\$5,600.00
12	DENSE-GRADED AGGREGATE, 6" THICK	320	S.Y.	\$1.00	\$320.00
13-15	NO ITEM			-	\$0.00
16	RESET EXISTING CASTING	5	UNIT	\$400.00	\$2,000.00
17	CLEANING DRAINAGE STRUCTURE	14	UNIT	\$250.00	\$3,500.00
18	NO ITEM			-	\$0.00
19	CURB PIECE	14	UNIT	\$300.00	\$4,200.00

SUMMARY OF BIDS



SPECIFICATION NO. 18-14

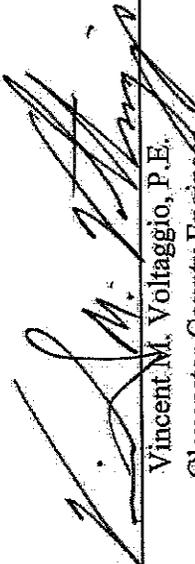
bidder 1 of 1		South State Inc. 202 Reeves Road PO Box 68 Bridgeton, NJ 08302 Chester J. Ottinger, President bwindrick@southstateinc.com P.856-451-5300 F.856-455-3462			
Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
20-25	NO ITEM			-	\$0.00
26	CONCRETE SIDEWALK, 4" THICK	400	S.Y.	\$100.00	\$40,000.00
27	HOT MIX ASPHALT DRIVEWAY, 2" THICK	750	S.Y.	\$40.00	\$30,000.00
28	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	75	S.Y.	\$125.00	\$9,375.00
29	DETECTABLE WARNING SURFACE	24	S.Y.	\$250.00	\$6,000.00
30	9" x 18" CONCRETE VERTICAL CURB	1,200	L.F.	\$40.00	\$48,000.00
31-35	NO ITEM			-	\$0.00
36	BEAM GUIDE RAIL	650	L.F.	\$23.00	\$14,950.00
37	APPROACH GUIDE RAIL TRANSITION TL-3	4	UNIT	\$2,800.00	\$11,200.00
38	TANGENT GUIDE RAIL TERMINAL	4	UNIT	\$2,850.00	\$11,400.00
39	CONTROLLED RELEASE TERMINAL	1	UNIT	\$1,700.00	\$1,700.00
40	REMOVAL OF BEAM GUIDE RAIL	954	L.F.	\$1.00	\$954.00
41	NON-VEGETATIVE SURFACE, HOT MIX ASPHALT	250	S.Y.	\$33.00	\$8,250.00
42	CONTROLLED RELEASE TERMINAL ANCHOR	1	UNIT	\$1,750.00	\$1,750.00
43-45	NO ITEM			-	\$0.00
46	TRAFFIC STRIPES, LONG-LIFE, EPOXY RESIN 4"	55,000	L.F.	\$0.31	\$17,050.00
47	TRAFFIC MARKINGS, THERMOPLASTIC	6,700	S.F.	\$2.90	\$19,430.00
48	RPM, BI-DIRECTIONAL, Amber	215	UNIT	\$28.00	\$6,020.00
49	RPM, BI-DIRECTIONAL, White	10	UNIT	\$28.00	\$280.00
50	RPM, BI-DIRECTIONAL, Blue	10	UNIT	\$28.00	\$280.00
51	REGULATORY WARNING AND GUIDE SIGNS	400	S.F.	\$42.00	\$16,800.00
52	REFLECTIVE "U" POST INSERTS	40	UNIT	\$45.00	\$1,800.00
53-56	NO ITEM			-	\$0.00
57	RESET VALVE BOX	30	UNIT	\$10.00	\$300.00

SUMMARY OF BIDS



SPECIFICATION NO. 18-14

bidder 1 of 1		South State Inc. 202 Reeves Road PO Box 68 Bridgeton, NJ 08302 Chester J. Ottinger, President bwindrick@southstateinc.com P.856-451-5300 F.856-455-3462			
Item No.	Description	Approx. Quantity	Unit	Price	Amount
58	TOPSOILING, 4" THICK	100	S.Y.	\$7.00	\$700.00
59	TURF REPAIR STRIP	25,500.00	L.F.	\$1.00	\$25,500.00
60	FERTILIZING AND SEEDING, TYPE A-3	100	S.Y.	\$2.00	\$200.00
61	STRAW MULCHING	100	S.Y.	\$0.01	\$1.00
62-65	NO ITEM			-	\$0.00
66	BREAKAWAY BARRICADE	10	UNIT	\$1.00	\$10.00
67	DRUM	250	UNIT	\$0.10	\$25.00
68	TRAFFIC CONE	250	UNIT	\$0.10	\$25.00
69	CONSTRUCTION SIGNS	1,000	S.F.	\$10.00	\$10,000.00
70	FLASHING ARROW BOARD, 4' X 8'	4	UNIT	\$10.00	\$40.00
71	PORTABLE VARIABLE MESSAGE SIGN	4	UNIT	\$1,000.00	\$4,000.00
	TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH				
72	CUSHION	2	UNIT	\$200.00	\$400.00
73	POLICE TRAFFIC DIRECTORS	960	M.H.	\$60.00	\$57,600.00
74-75	NO ITEM			-	\$0.00
76	FUEL PRICE ADJUSTMENT	1	L.S.	\$14,000.00	\$14,000.00
77	ASPHALT PRICE ADJUSTMENT	1	L.S.	\$52,000.00	\$52,000.00
Total Bid					\$1,776,330.00


 Vincent M. Voltaggio, P.E.
 Gloucester County Engineer

5-16-19
 date

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 19-04177

ORDER DATE: 05/17/19
REQUISITION NO: R9-19061
DELIVERY DATE:
STATE CONTRACT: ENG. 18-14SA
ACCOUNT NUM:

Pg

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GLOUC. CO ENGINEERING DEPT.
1200 N. DELSEA DR. BLDG A
CLAYTON, NJ 08312
856-307-6600

**V
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SOUTH STATE INC
PO BOX 68
202 REEVES ROAD
BRIDGETON, NJ 08302

VENDOR #: SOUTH290

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	18-14SA CONSTRUCTION CONTRACT RESURFACING & SAFETY IMPROVEMENTS TO BLUEBELL ROAD (CR633) FROM CORKERY LANE (CR612) TO MALAGA RD (CR659) IN MONROE TOWNSHIP ENGINEERING PROJECT #: 18-14SA PASSED BY RESOLUTION: JUNE 5, 2019 **TO BE TAKEN IN PARTIALS**	C-04-19-012-165-12250 Resurface Bluebell Rd. CR633	1,776,330.0000 (SA)	1,776,330.00
			TOTAL	1,776,330.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p>TREASURER / CFO <i>Kimberly Cant</i> QUALIFIED PURCHASING AGENT</p>

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING A CONTRACT WITH REMINGTON & VERNICK ENGINEERS REGARDING THE WASHINGTON/MONROE BICYCLE CONNECTOR PROJECT FOR \$93,673.37

WHEREAS, the County of Gloucester has a need for professional engineering services regarding construction management and inspection services for the “Washington/Monroe Bicycle Connector in the Townships of Washington and Monroe”, known as Engineering Project #13-08FA; and

WHEREAS, the County requested proposals via RFP-19-028 from interested providers and evaluated those proposals consistent with the County’s fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4, and concluded that Remington & Vernick Engineers, with an office address of 51 Haddonfield Road, Suite 260 Cherry Hill, NJ 08002 made the most advantageous proposal to provide said services for \$93,673.37; and

WHEREAS, this contract may be awarded without public advertising for bids in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received in accordance with N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to CAF #19-04176, which amount shall be charged against budget line item C-04-16-012-165-12238.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to, the contract with Remington & Vernick Engineers for construction management and inspection services as set forth in RFP-19-028, for \$93,673.37, as per the prices submitted in its proposal, commencing June 5, 2019 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and a copy of this Resolution and the contract are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The aforementioned notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 5, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
REMINGTON & VERNICK ENGINEERS**

THIS CONTRACT is made this 5th day of **June, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **REMINGTON & VERNICK ENGINEERS**, with an address of 51 Haddonfield Road, Suite 260, Cherry Hill, NJ 08002, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County to contract for professional services regarding construction management and inspection services for the Washington/Monroe Township bicycle connector in the Townships of Washington and Monroe, as per **RFP-19-028**, and known as Engineering Project 13-08FA (hereinafter the "Project"); and

WHEREAS, Contractor represents that it is qualified to perform the said required services, and desires to so perform pursuant to the terms and provisions of this Contract.

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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 OF SERVICES**. This contract shall be effective from June 5, 2019 until completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

2. **COMPENSATION**. Contractor shall be compensated in the total amount of \$93,675.37 as per Contractor's proposal which was submitted in response to the County's Request for Proposal, **RFP-19-028**. The Proposal is incorporated into and made 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 the 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 **RFP-19-028**, and Contractor's Proposal, which are incorporated by reference in their entirety and made a part of this Contract. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in **RFP-19-028**.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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.

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

c. 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.

d. 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.

e. 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. If the Contractor, or any of its subcontractors, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which license 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 the 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 and/or subcontractors.

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

A. Pursuant to the termination provisions set forth in the Bid Specification, 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 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 harmless from, and shall indemnify the County 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 disability, 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 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract 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, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which 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 services which 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 expenses 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. 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

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

14. 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.

15. GOVERNING LAW, JURISDICTION AND VENUE. This Contract 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.

16. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

17. BINDING EFFECT. This Contract shall be binding on the undersigned, and their successors and assigns.

18. CONTRACT PARTS. This Contract consists of this Contract document, **RFP-19-028** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or **RFP-19-028**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of the date first written above.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of Chosen Freeholders passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIES J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

REMINGTON & VERNICK ENGINEERS

By: _____ *(print)*
Title:



Technical Proposal

CONSTRUCTION MANAGEMENT & INSPECTION SERVICES



COUNTY OF GLOUCESTER
RFP #19-028

Washington/Monroe Township Bicycle Connector
in the Townships of Washington and Monroe,
Federal Project Number TAP-DOOS(024),
Engineering Project Number 13-08FA

ORIGINAL



REMINGTON
& VERNICK
ENGINEERS



(856) 795-9595



(856) 795-1882



www.rve.com

51 Haddonfield Road, Suite 260
Cherry Hill, NJ 08002

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
 (856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
 CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 19-04176

ORDER DATE: 05/17/19
 REQUISITION NO: R9-19020
 DELIVERY DATE:
 STATE CONTRACT: RFP-19-028
 ACCOUNT NUM:

Pg

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GLOUC. CO ENGINEERING DEPT.
 1200 N. DELSEA DR. BLDG A
 CLAYTON, NJ 08312
 856-307-6600

**V
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D
O
R**

REMINGTON & VERNICK
 C/O FINANCE DEPARTMENT
 79 GROVE STREET
 HADDONFIELD, NJ 08033

VENDOR #: REMIN010

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	13-08 PROFESSIONAL SERVICES CONSTRUCTION MANAGEMENT AND INSPECTION FOR WASHINGTON/MONROE TOWNSHIP BICYCLE CONNECTOR RFP-19-028 ENGINEERING PROJECT #: 13-08 PASSED BY RESOLUTION: JUNE 5, 2019 **TO BE TAKEN IN PARTIALS**	C-04-16-012-165-12238 Bike Trail Const Glassboro-Elk (FA)	93,673.3700	93,673.37
			TOTAL	93,673.37

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. X	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
VENDOR SIGN HERE _____ DATE _____ TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	TREASURER / CFO <i>Kimberly Curt</i> QUALIFIED PURCHASING AGENT
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

C-6

RESOLUTION AUTHORIZING THE AUTOMATIC RENEWAL OF AN URBAN COUNTY QUALIFICATION COOPERATION AGREEMENT WITH PARTICIPATING MUNICIPALITIES FOR FISCAL YEARS 2020-2022

WHEREAS, twenty-three (23) municipalities located in Gloucester County (hereafter the "County") have a 2010 Census population of less than 50,000 and have opted to continue be included with the County to form an aggregate population of more than 200,000 persons, thereby qualifying as an urban county pursuant to United States Department of Housing and Urban Development ("HUD"), and eligible for Community Development Block Grant ("CDBG") and HOME Investment Partnership funds ("HOME"); and

WHEREAS, the participating municipalities are: Clayton, Deptford, East Greenwich, Elk, Franklin, Glassboro, Greenwich, Harrison, Logan, Mantua, Monroe, National Park, Newfield, Paulsboro, Pitman, South Harrison, Swedesboro, Wenonah, West Deptford, Westville, Woodbury, Woodbury Heights, and Woolwich (hereafter the "Municipalities"); and

WHEREAS, on July 6, 2016, the County and the Municipalities authorized a three year Urban County Qualification Cooperation Agreement, which was amended on October 19, 2016, for the fiscal years 2017-2019, and included an automatic renewal(s) for successive three year qualification periods; and

WHEREAS, on April 12, 2019, the County sent notices to each of the Municipalities concerning continued program participation and the automatic renewal provisions, and each has opted to maintain the relationship with the County for fiscal years 2020-2022, with all other terms and provisions of the existing agreement which has not been amended remaining in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Gloucester hereby extend the Urban County Qualification Cooperation Agreement between the County of Gloucester and the Municipalities for the receipt of CDBG, HOME and any other authorized HUD funds for fiscal years 2020-2022; and

BE IT FURTHER RESOLVED, that all provisions of CPD-19-04 will be strictly adhered to.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, June 5, 2019.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE BURNS,
CLERK OF THE BOARD

RESOLUTION AUTHORIZING RENEWAL OF A COOPERATION AGREEMENT WITH THE TOWNSHIP OF WASHINGTON FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT FUNDS

WHEREAS, the Community Development Block Grant Program (hereafter, "CDBG Program") provides federal funds to qualified urban counties and to metropolitan cities whose 2010 Census population exceeds 50,000 persons; and

WHEREAS, the County of Gloucester (hereafter "County") qualifies as an urban county and Washington Township (hereafter "Township") as a metropolitan city and pursuant to United States Department of Housing and Urban Development (hereafter "HUD") regulations, each metropolitan city and the urban county must submit an executed plan that the metropolitan city be included as part of the urban county; and

WHEREAS, the Township and the County have entered into cooperation agreements continually since 2004 in three year qualification cycles, and the Township has opted to continue its metropolitan city status for fiscal years 2020-2022.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Gloucester hereby extend the cooperation agreement between the County and the Township for the receipt of CDBG entitlement for fiscal years 2020-2022, with automatic renewal provisions for successive three-year qualification periods and subject to HUD regulations; and

BE IT FURTHER RESOLVED, that all provisions of CPD-19-04 will be strictly adhered to.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, June 5, 2019.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

**LAURIE BURNS,
CLERK OF THE BOARD**

C-8

RESOLUTION AUTHORIZING A CONTRACT WITH REMINGTON & VERNICK ENGINEERS REGARDING THE NORTH MAIN STREET (CR654) PROJECT IN MONROE TOWNSHIP FOR \$68,200.44

WHEREAS, the County of Gloucester (hereinafter the "County") has the need for construction management and inspection services for reconstruction of North Main Street (CR654) from U.S. Route 322 to West Lake Avenue in the Township of Monroe, known as Engineering Project #19-09SA; and

WHEREAS, the County requested proposals for said professional services via RFP-19-031 from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process, and the terms and provisions of N.J.S.A. 19:44A-20.4, and concluded that Remington & Vernick Engineers of 51 Haddonfield Road, Suite 260, Cherry Hill, NJ 08002, made the most advantageous proposal for \$68,200.44; and

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received; and

WHEREAS, the Treasurer of the County has certified the availability of funds pursuant to CAF #19-04429, which amount shall be charged against budget line item C-04-19-012-165-12263.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized and directed to execute and the Clerk of the Board to attest to, a professional services contract with Remington & Vernick Engineers for construction management and inspection services as set forth in RFP-19-031, for \$68,200.44 per prices submitted in the proposal dated April 29, 2019, commencing June 5, 2019 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9); and

BE IT FURTHER RESOLVED that pursuant to the requirements of the Local Public Contracts Law and in accordance with N.J.S.A. 40A:11-5, a brief notice stating the nature, duration, services and amount of the contract, if applicable, and a statement that the Resolution and contract are on file and available for public inspection in the Office of the Clerk of Gloucester County, shall be published once in the South Jersey Times.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 5, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
REMINGTON & VERNICK ENGINEERS**

THIS CONTRACT is made this 5th day of **June, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **REMINGTON & VERNICK ENGINEERS**, with an address of 51 Haddonfield Road, Suite 260, Cherry Hill, NJ 08002, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County to contract for professional services regarding construction management and inspection services for the reconstruction of North Main Street (CR654) from U.S. Route 322 to West Lake Avenue in the Township of Monroe, as per **RFP-19-031** and known as Engineering Project #19-09SA (hereinafter the "**Project**"); and

WHEREAS, Contractor represents that it is qualified to perform the said required services, and desires to so perform pursuant to the terms and provisions of this Contact.

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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 OF SERVICES. This contract shall be effective from June 5, 2019 until completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

2. COMPENSATION. Contractor shall be compensated in the total amount of \$68,200.44 as per Contractor's proposal dated April 29, 2019, submitted in response to the County's Request for Proposal, **RFP-19-031**. The Proposal is incorporated into and made 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 the 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 **RFP-19-031**, and Contractor's Proposal, which are incorporated by reference in their entirety and made a part of this Contract. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in **RFP-19-031**.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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.

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

c. 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.

d. 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.

e. 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. If the Contractor, or any of its subcontractors, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which license 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 the 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 and/or subcontractors.

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

A. Pursuant to the termination provisions set forth in the Bid Specification, 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 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 harmless from, and shall indemnify the County 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 disability, 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 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract 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, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which 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 services which 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 expenses 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. 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

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

14. 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.

15. GOVERNING LAW, JURISDICTION AND VENUE. This Contract 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.

16. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

17. BINDING EFFECT. This Contract shall be binding on the undersigned, and their successors and assigns.

18. CONTRACT PARTS. This Contract consists of this Contract document, **RFP-19-031** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or **RFP-19-031**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of the date first written above.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of Chosen Freeholders passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIES J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

REMINGTON & VERNICK ENGINEERS

By: *(print)*
Title:



Proposal for
Construction Management & Inspection Services



Reconstruction of North Main Street (County Route 654) from U.S.
Route 322 to West Lake Avenue in the Township of Monroe,
Gloucester County, NJ

County of Gloucester RFP#19-031



REMINGTON
& VERNICK
ENGINEERS

51 Haddonfield Road, Suite 260
Cherry Hill, New Jersey 08002

856-795-9595
RVE.COM

ORIGINAL



**REMINGTON
& VERNICK
ENGINEERS**

51 Haddonfield Road, Suite 260
Cherry Hill, NJ 08002
O: (856) 795-9595
F: (856) 795-1882

County of Gloucester
Kimberly Larter, Qualified Purchasing Agent
Purchasing Department
Two South Broad Street
Woodbury, NJ 08096

April 29, 2019

Subj: TECHNICAL PROPOSAL – RFP#19-031 - Construction Management & Inspection Services for the Reconstruction of North Main Street (County Route 654) from U.S. Route 322 to West Lake Avenue in the Township of Monroe, Gloucester County, NJ Engineering Project Number 19-09

Dear Mrs. Larter:

REMINGTON & VERNICK ENGINEERS, INC. (RVE) is pleased to propose personnel familiar to Gloucester County (County) who successfully managed the recently finished County's Main Road – Phase 2 project for the above project. The key personnel will once again be proposed for the Reconstruction of North Main Street (County Route 654) from U.S. Route 322 to West Lake Avenue in the Township of Monroe, Gloucester County, NJ Engineering Project Number 19-09.

RVE is dedicating **Project Manager, Joseph Ragusa, PE**, and **Resident Inspector, Joseph Iannacone, NICET IV, ACI, NJSAT** to this project. Both individuals have significant experience supporting projects for Gloucester County. Our Project Manager, Mr. Ragusa, has more than 10 years of experience and served in the same role for the County's Main Road – Phase 2 completed in early 2019 and the Resurfacing and Safety Improvements to Franklinville Road. Mr. Iannacone has 20 years of experience and served the County as Resident Inspector on numerous Gloucester County Projects, most recently, the Resurfacing and Safety Improvements to Franklinville Road, and the Resurfacing and Safety Improvements to Main Road- Phase 2. Tasks for these projects are similar to the North Main Street and include the monitoring of the contractor's maintenance and protection of traffic (MPT), drainage improvements, full-depth pavement reconstruction, concrete curb and driveway reconstruction, milling, leveling and surface course paving, construction of new ADA compliant curb ramps, signage, striping and pavement markings.

Quality Assurance and Quality Control (QA/QC) are integral to the success of all projects and a foundation of RVE's culture. To best serve the County, RVE is assigning Anthony Donofrio, NICET IV, Associate, as QA/QC Manager. He will review all work before it is submitted to the County, using his experience from successfully executed projects.

RVE's team will execute this project efficiently due to our knowledge of the County's policies, procedures and personnel. We have experience in all the crucial elements this project requires, including:

- A project team familiar to the County, with experience on County and NJDOT funded projects.
- County projects supported were completed on schedule, within the County's budget and with minimal corrective action.

As a full-service firm with our headquarters minutes from the County's office, RVE can provide on-site support quickly.

RVE's Team is committed to completing this project on time and within budget. With extensive in-County experience, a strong Project Manager and Resident Inspector known to the County with proven experience executing projects, we look forward to supporting this project. Please contact our **Project Manager, Mr. Ragusa**, at **609 828 3222** or via email at Joseph.Ragusa@rve.com if you require any additional information. Thank you for considering RVE for this important project.

Sincerely,
REMINGTON & VERNICK ENGINEERS,

By

Edward Vernick, PE, CME
President

www.rve.com

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	19-04429

Pg

SHIP TO	GLOUC. CO ENGINEERING DEPT. 1200 N. DELSEA DR. BLDG A CLAYTON, NJ 08312 856-307-6600
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VENDOR	REMINGTON & VERNICK C/O FINANCE DEPARTMENT 79 GROVE STREET HADDONFIELD, NJ 08033
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ORDER DATE: 05/30/19
REQUISITION NO: R9-19380
DELIVERY DATE:
STATE CONTRACT: RFP-019-031
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	19-09SA PROFESSIONAL SERVICES RECONSTRUCTION OF NORTH MAIN STREET (CR654) FROM US RT 322 TO WEST LAKE AVE IN MONROE TOWNSHIP RFP-019-031 ENGINEERING PROJECT #: 19-09SA PASSED BY RESOLUTION: JUNE 5, 2019 **TO BE TAKEN IN PARTIALS**	C-04-19-012-165-12263 Main St CR654 Monroe Twp-Lake to 322(SA)	68,200.4400	68,200.44
			TOTAL	68,200.44

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. X	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
		VENDOR SIGN HERE _____ DATE _____
TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	QUALIFIED PURCHASING AGENT _____

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING A CONTRACT WITH ADAMS, REHMANN & HEGGAN ASSOCIATES, INC. REGARDING THE HURFFVILLE-GRENLOCH ROAD (CR635) PROJECT IN WASHINGTON TOWNSHIP FOR \$49,675.00

WHEREAS, the County of Gloucester (hereinafter the "County") has the need for construction management and inspection services for resurfacing and safety improvements to Hurffville-Grenloch Road (CR635) between Hurffville-Cross Keys Road (CR654) to Egg Harbor Road (CR630) in Washington Township, known as Engineering Project #18-025; and

WHEREAS, the County requested proposals for said professional services via RFP-19-032 from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process, and the terms and provisions of N.J.S.A. 19:44A-20.4, and concluded that Adams, Rehmann & Heggan Associates, Inc. of 215 Bellevue Avenue, Hammonton, NJ 08037, made the most advantageous proposal for \$49,675.00; and

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received; and

WHEREAS, the Treasurer of the County has certified the availability of funds pursuant to CAF #19-04426, which amount shall be charged against budget line item G-02-17-808-000-12249.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized and directed to execute and the Clerk of the Board to attest to, a professional services contract with Adams, Rehmann & Heggan Associates, Inc. for construction management and inspection services as set forth in RFP-19-032, for \$49,675.00 per prices submitted in the proposal dated May 1, 2019, commencing June 5, 2019 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9); and

BE IT FURTHER RESOLVED that pursuant to the requirements of the Local Public Contracts Law and in accordance with N.J.S.A. 40A:11-5, a brief notice stating the nature, duration, services and amount of the contract, if applicable, and a statement that the Resolution and contract are on file and available for public inspection in the Office of the Clerk of Gloucester County, shall be published once in the South Jersey Times.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 5, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
ADAMS, REHMANN & HEGGAN ASSOCIATES, INC.**

THIS CONTRACT is made this 5th day of **June, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **ADAMS, REHMANN & HEGGAN ASSOCIATES, INC.**, with an address of 215 Bellevue Avenue, Hammonton, NJ 08037, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County to contract for professional services regarding construction management and inspection services for resurfacing and safety improvements to Hurffville-Grenloch Road (CR635) between Hurffville-Cross Keys Road (CR654) to Egg Harbor Road (CR630) in Washington Township, as per **RFP-19-032** and known known as Engineering Project #18-025 (hereinafter the "**Project**"); and

WHEREAS, Contractor represents that it is qualified to perform the said required services, and desires to so perform pursuant to the terms and provisions of this Contact.

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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 OF SERVICES**. This contract shall be effective from June 5, 2019 until completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

2. **COMPENSATION**. Contractor shall be compensated in the total amount of \$49,675.00 as per Contractor's proposal dated May 1, 2019, submitted in response to the County's Request for Proposal, **RFP-19-032**. The Proposal is incorporated into and made 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 the 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 **RFP-19-032**, and Contractor's Proposal, which are incorporated by reference in their entirety and made a part of this Contract. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in **RFP-19-032**.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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.

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

c. 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.

d. 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.

e. 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. If the Contractor, or any of its subcontractors, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which

license 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 the 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 and/or subcontractors.

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

A. Pursuant to the termination provisions set forth in the Bid Specification, 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 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 harmless from, and shall indemnify the

County 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 disability, 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 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract 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, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which 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 services which 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 expenses 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. 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

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

14. **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.

15. **GOVERNING LAW, JURISDICTION AND VENUE.** This Contract 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.

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

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

18. **CONTRACT PARTS.** This Contract consists of this Contract document, **RFP-19-032** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or **RFP-19-032**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of the date first written above.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of Chosen Freeholders passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIES J. BURNS,
CLERK OF THE BOARD**

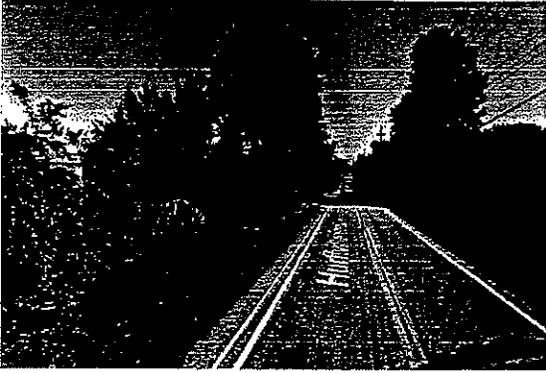
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

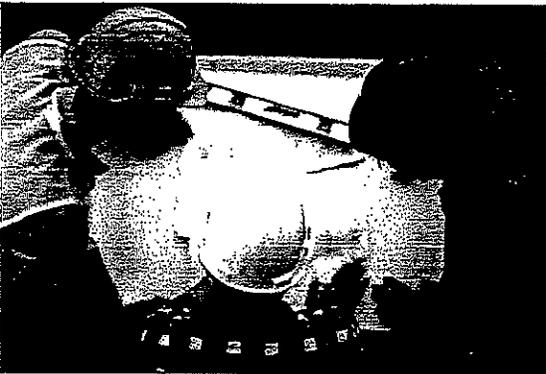
**ADAMS, REHMANN & HEGGAN
ASSOCIATES, INC.**

By: _____ *(print)*
Title:

**PROPOSAL FOR CONSTRUCTION MANAGEMENT
& INSPECTION SERVICES FOR RESURFACING
AND SAFETY IMPROVEMENTS TO HURFFVILLE-
GRENLOCH ROAD (CR635)**



**BETWEEN HURFFVILLE-CROSS KEYS ROAD
(CR654) AND EGG HARBOR ROAD (CR630),
WASHINGTON TOWNSHIP, GLOUCESTER COUNTY**



MAY 1, 2019 @ 10:00 AM

ORIGINAL

ARH
ASSOCIATES

215 Bellevue Avenue, Hammonton, NJ 08037 T | 609.561.0482 F | 609.567.8909 W | www.arh-us.com



Principals
Richard Rehmman, GISP
Chris Rehmman, PE, CME, PP, PLS
Richard Heggan, PLS, PP
Robert Heggan, PLS, PP

May 1, 2019

ARH #2019.0277

Ms. Kimberly Larter, QPA
Purchasing Department
Gloucester County
2 South Broad Street
Woodbury, NJ 08096

RE: RFP #19-032
Proposal for Construction Management & Inspection Services
Resurfacing & Safety Improvements to Hurffville-Grenloch Road (CR635)
Between Hurffville-Cross Keys Road (CR654) to Egg Harbor Road (CR630)
Washington Township, Gloucester County, NJ

Dear Ms. Larter,

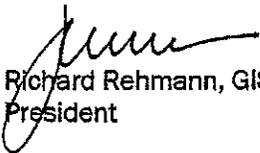
ARH Associates is pleased to present this response for Construction Management & Inspection Services for the Resurfacing & Safety Improvements to Hurffville-Grenloch Road (CR635) between Hurffville-Cross Keys Road (CR654) to Egg Harbor Road (CR630) in Washington Township, Gloucester County, NJ. We have the experience and expertise to be a valued client partner to you and the County. Our team of engineers, planners, and surveyors are ready to meet your needs and goals.

Kathryn Cornforth, PE, CME, will be designated the Project Manager. She has the experience in the design of County and municipal roads and facilities. She recently completed the Engineering Design Services related to Pennington Avenue / Chew Road (CR536) in Waterford and Winslow Township in Camden County.

Our success is rooted in partnership, as we are committed to working with you as a "Client Partner", not just a vendor or service provider. This is the "ARH Difference" and is what separates us from our peers.

Thank you for the opportunity to submit our proposal to Gloucester County. We look forward to continuing to work with you.

Sincerely,


Richard Rehmman, GISP
President

ARH Associates

Corporate Headquarters - 215 Bellevue Avenue - Hammonton, NJ 08037 - T | 609.561.0482 - F | 609.567.8909
Bloomfield Office - 2 Broad Street - Suite 602 - Bloomfield, NJ 07003 - T | 973.337.8562 - F | 973.337.8876
Monmouth Office - 97 Apple Street - Tinton Falls, NJ 07724 - T | 609.561.0482 - F | 609.567.8909

www.arh.us.com

SECTION 5 COMPENSATION



Our cost proposal is below for Construction Management and Inspection Services for the Resurfacing and Safety Improvements to Hurffville-Grenloch Road (CR635) between Hurffville-Cross Keys Road (CR654) and Egg Harbor Road (CR630) in Washington Township, Gloucester County, NJ.

Phase I - Pre-Construction Activities	\$ 5,200.00
Phase II - Construction Activities	\$38,205.00
Phase III - Post Construction Activities	<u>\$ 6,270.00</u>
TOTAL	\$49,675.00

Our detailed man-hour breakdown is included along with the hourly rate schedule.

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 - Fax (856) 251-6777

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	19-04426

Pg 1

S H I P T O	GLOUC. CO ENGINEERING DEPT. 1200 N. DELSEA DR. BLDG A CLAYTON, NJ 08312 856-307-6600
V E N D O R	VENDOR #: ARHASSOC ARH ASSOCIATES 215 BELLEVUE AVENUE PO BOX 579 HAMMONTON, NJ 08037

ORDER DATE: 05/30/19
REQUISITION NO: R9-19383
DELIVERY DATE:
STATE CONTRACT: RFP-019-032
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	18-25SA PROFESSIONAL SERVICES RESURFACING & SAFETY IMPROVEMENTS TO HURFFVILLE-GRENLOCH ROAD (CR635) IN WASHINGTON TOWNSHIP RFP-019-032 ENGINEERING PROJECT #: 18-25SA PASSED BY RESOLUTION: JUNE 5, 2019 **TO BE TAKEN IN PARTIALS**	G-02-17-080-000-12249 Hurffville Grenloch Rd. CR635	49,675.0000	49,675.00
			TOTAL	49,675.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. X	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
VENDOR SIGN HERE _____ DATE _____		
TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	QUALIFIED PURCHASING AGENT _____
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO CLEAN AIR COMPANY, INC., FOR \$82,505.00

WHEREAS, the County, after due notice and advertisement, received sealed bids for the installation of vehicle exhaust extraction systems (or approved equal) for the Gloucester County Department of Emergency Response EMS Division Stations 82-8 and 83-6; and

WHEREAS, after following proper public bidding procedure, it was determined that Clean Air Company, Inc., with offices at 428 New Brunswick Avenue, Fords, New Jersey 08863 was the lowest responsive and responsible bidder to perform said services, for a total contract amount of \$82,505.00, as more specifically described in the bid specifications PD-019-027; and

WHEREAS, bids were publicly received and opened on May 16, 2019; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds pursuant in the amount of \$82,505.00, pursuant to C.A.F. # 19-04188, which \$17,253.00 shall be charged against budget line item C-04-18-020-250-20003, \$19,860.00 shall be charged against budget line item C-04-18-020-250-20004, and \$45,392.00 shall be charged against budget line item C-04-19-020-250-20204.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Clean Air Company, Inc. for the installation of vehicle exhaust extraction systems and updating of existing system, for a total contact amount of \$82,505.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 5, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**CONTRACT BETWEEN
CLEAN AIR COMPANY, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 5th day of June, 2019, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **CLEAN AIR COMPANY, INC.**, of 428 New Brunswick Avenue, Fords, New Jersey 08863, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the installation of vehicle exhaust extraction systems (or approved equal) for the Gloucester County Department of Emergency Response EMS Division Stations 82-8 and 83-6; and

WHEREAS, Vendor represents that it is qualified to perform said 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 Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services as indicated in bid PD-019-027 or within a reasonable period of time.

2. **COMPENSATION**. Vendor shall be compensated in a total contract amount of \$82,505.00, as per PD-019-027.

Vendor 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.

3. **DUTIES OF CONTRACTOR**. The specific duties of the Vendor shall be as set forth in specifications identified as PD-019-027, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of the bid documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES**. During the performance of this Contract, the Vendor agrees as follows:

The Vendor 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 Vendor 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 Vendor 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 Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, 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 Vendor 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 Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor 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 Vendor 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 Vendor 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, Vendor 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.

Vendor 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 Vendor 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 Vendor 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 Vendor'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 Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Vendor 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 Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor 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 Vendor. If the contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor 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 Vendor.

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 Vendor, 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 Vendor 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 Vendor's services 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 Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and

provisions of this contract. The Vendor'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.** Vendor 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 companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor 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. Vendor 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. **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 Vendor shall be suspended without liability for the period during which the County is so prevented.

11. **METHODS OF WORK.** Vendor 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.

12. **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 Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

13. **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.

14. **CHANGES.** This contract may be modified by approved amendments, 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 amendment. The cost or credit to the County from change in this contract shall be determined by mutual agreement before executing the change involved.

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 Vendor is an independent Vendor and is not an agent of the County.

18. **CONFLICT OF INTEREST.** Vendor 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 the performance of services pursuant to this contract. The Vendor further covenants that in the performance of this contract, no person having any such interest shall be employed.

19. **CONFIDENTIALITY.** Vendor 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.

20. **BINDING EFFECT.** This contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of PD-019-027 and Vendor's proposal. If there is a conflict between this Contract and the specification or the proposal, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the ____ day of _____, 2019.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CLEAN AIR COMPANY, INC.

**Name:
Title:**

**Name:
Title:**

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	19-04188

SHIP TO	GLOUC. CO COMMUNICATION CENTER 1200 N. DELSEA DR., BUILDING B CLAYTON, NJ 08312 856-307-7100
	VENDOR # : CLEAN020

ORDER DATE: 05/17/19
REQUISITION NO: R9-19029
DELIVERY DATE:
STATE CONTRACT: PD 19-027
ACCOUNT NUM:

VENDOR	CLEAN AIR COMPANY, INC 428 NEW BRUNSWICK AVENUE FORDS, NJ 08863
---------------	---

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	INSTALLATION OF VEHICLE EXHAUST SYSTEM TO GCEMS 83-6 & 82-8	C-04-18-020-250-20003 Creation of Station 83-6 (Shady Lane)	17,253.0000	17,253.00
1.00	INSTALLATION OF VEHICLE EXHAUST SYSTEM TO GCEMS 83-6 & 82-8	C-04-18-020-250-20004 Movement of Station 82-3 to Shady Lane	19,860.0000	19,860.00
1.00	INSTALLATION OF VEHICLE EXHAUST SYSTEM TO GCEMS 83-6 & 82-8	C-04-19-020-250-20204 Station Diesel Exhaust Systems	45,392.0000	45,392.00
			TOTAL	82,505.00

CLAIMANT'S CERTIFICATE & DECLARATION I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. X VENDOR SIGN HERE _____ DATE _____ TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____ MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	RECEIVER'S CERTIFICATION I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	APPROVAL TO PURCHASE DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW TREASURER / CFO  QUALIFIED PURCHASING AGENT
	DEPARTMENT HEAD _____ DATE _____	

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH TMA OPERATIONS, LLC TO INCREASE THE CONTRACT AMOUNT BY \$1,500.00

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on October 17, 2018 authorizing the execution of a contract, per PD-018-058, between the County and TMA Operations, LLC, with offices at 3704 Medallion Street, Newport, AR 72112; and

WHEREAS, the total amount of the original contract was for a total contract amount of \$360,713.00; and

WHEREAS, the County has determined an amendment to increase the contract amount is necessary due to the need for additional parts, including a new inverter with battery charger; and

WHEREAS, the amendment is to increase the total contract amount by \$1,500.00, resulting in a new total contract amount of \$362,213.00; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds pursuant in the amount of \$1,500.00, pursuant to C.A.F. #19-04375 which shall be charged against budget line item C-04-18-020-250-20201; and

WHEREAS, all other terms and provisions of the previously executed Contract shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of amendment to increase the contract with TMA Operations, LLC due to the need for additional parts, including a new inverter with battery charger, in the total amount of \$1,500.00, resulting in a new total contract amount of \$362,213.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 5, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**AMENDMENT TO CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
TMA OPERATIONS, LLC**

THIS is an amendment to a contract, per PD-018-058, entered into on the 17th day of October, 2018, by and between **TMA Operations, LLC**, with offices at 3704 Medallion Street, Newport, AR 72112, hereinafter referred to as “**Vendor**”, and the **County of Gloucester**, hereinafter referred to as “**County**”.

In further consideration for the mutual promises made by and between Vendor and County in the above-described contract, Vendor and County hereby agree to amend the contract as follows:

The Contract is amended to increase the contract amount by \$1,500.00, resulting in a new total contract amount of \$362,213.00, due to the need to purchase additional parts, including a new inverter with battery charger.

All other terms and provisions of the contract and conditions set forth therein shall remain in full force and effect.

THIS AMENDMENT is effective as of the _____ day of _____, 2019.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TMA OPERATIONS, LLC

**Name:
Title:**

County of Gloucester Purchasing Department
 PO Box 337, Woodbury, NJ 08096
 (856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
 CERTIFICATE AVAILABILITY FUNDS**
 THIS NUMBER MUST APPEAR ON ALL INVOICES
NO. 19-04375

Pg

S H I P T O
 GLOUC. CO COMMUNICATION CENTER
 1200 N. DELSEA DR., BUILDING B
 CLAYTON, NJ 08312
 856-307-7100

V E N D O R
 TMA OPERATIONS, LLC
 3704 MEDALLION STREET
 NEWPORT, AR 72112
 VENDOR #. TMAOP010

ORDER DATE: 05/28/19
 REQUISITION NO: R9-19274
 DELIVERY DATE:
 STATE CONTRACT: PD-18-058
 ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	INVERTER W/ BATTERY CHARGER FOR REMOUNT GCEMS AMBULANCE 006	C-04-18-020-250-20201 Ambulances	1,500.0000	1,500.00
			TOTAL	1,500.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. X VENDOR SIGN HERE _____ DATE _____ TAX ID NO, OR SOCIAL SECURITY NO. _____ DATE _____	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures. DEPARTMENT HEAD _____ DATE _____	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW  TREASURER / CFO QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

F-1

**RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT WITH THE
NEW JERSEY DEPARTMENT OF CHILDREN & FAMILIES, DIVISION OF FAMILY
AND COMMUNITY PARTNERSHIPS FOR \$300,000.00 FROM
JULY 1, 2019 TO JUNE 30, 2020**

WHEREAS, the County of Gloucester desires to enter into a grant agreement in the amount of \$300,000.00 with the New Jersey Department of Children and Families, Division of Family and Community Partnerships for the Abuse and Neglect Prevention and In-Home Family Preservation Services Grant to provide various services to at-risk Gloucester County families from July 1, 2019 to June 30, 2020; and

WHEREAS, after following the competitive contracting process for local public contracting, on July 1, 2018 the County entered a three year agreement through June 30, 2021 with Robins' Nest, Inc., a New Jersey nonprofit corporation, to provide services set forth in the grant, contingent upon the award and receipt of funds each year; and

WHEREAS, the Gloucester County Department of Health and Human Services has reviewed all data supplied in the application and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and attachments is true and correct.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the execution of all documentation necessary to submit or accept the Abuse and Neglect Prevention and In-Home Family Preservation Services Grant with the New Jersey Department of Children and Families, Division of Family and Community Partnerships, in the amount of \$300,000.00, from July 1, 2019 to June 30, 2020; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that any funds received will be used pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority and that the County Department of Health and Human Services shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 5, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 0

TOTAL OTHER EXPENSES (b): \$ 300,000

TOTAL FRINGE (c): \$ 0

TOTAL PROGRAM COST (d): \$ 300,000

TOTAL GRANT FUNDING (e): \$ 300,000

TOTAL COUNTY FUNDING (f): \$ 0

DEPT. HEAD: *Ken A. Cerney*
Signature

DATE: 3/11/19

***PLEASE FORWARD ONE HARD COPIES AND ONE ELECTRONIC COPY OF THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER'S OFFICE:

- GRANT REQUEST FORM
- GRANT REVIEW SHEET
- C-2 FORM
- GRANT APPLICATION
- RESOLUTION AND BLURB

***IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND FLAGGED.

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.

BUDGET AMENDMENT FORM

DATE: May 3, 2019

1. GRANT TITLE: Prevention Services

2. DEPARTMENT: Health & Human Services, Div. of Human & Disability Services

3. FUNDING AGENCY CONTACT PERSON: Madeline Myles

4. FUNDING AGENCY PHONE NUMBER: 856-772-0152 (Ext. 189)

5. GRANT AMOUNT: \$ 300,000

6. A. CASH MATCH AMOUNT: \$ _____
(Attach mandated documentation)

B. IN-KIND MATCH: \$ _____

C. MODIFICATION AMOUNT: \$ _____

D. NEW TOTAL: \$ 300,000

8. CONTRACT PERIOD: FROM: 7/1/19 TO: 6/30/20

9. HOW DOES COUNTY RECEIVE PAYMENT?:

MONTHLY: _____

QUARTERLY: _____

END OF CONTRACT: _____

ADVANCE: X

OTHER (EXPLAIN): _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____
ARE THEY MONTHLY ___ QUARTERLY X END OF CONTRACT _____

LIST DATES REPORTS ARE DUE:

10/1/19, 1/1/20, 4/1/20, 7/1/20

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES X NO _____
 (IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)
12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO _____
EXPLAIN: This grant is funded by NJ Dept. of Children and Families. It's intent is to make up for the loss of Differential Response in 2012. The funding beyond June 30, 2019 is dependent on the Commissioner's intent for future funding.
13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Funding to provide emergency food, prevention, case management, and family preservation services to at risk residents of the County of Gloucester
14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
 YES _____ NO X

DEPARTMENT HEAD: *Jim A. Cray*
 Signature

DATE: 5/6/19

***WHEN SUBMITTING A BUDGET AMENDMENT REQUEST PLEASE INCLUDE:

- COMMITMENT LETTER
- SIGNED CONTRACT AGREEMENT AS SOON AS IT IS AVAILABLE
- BUDGET PAGE C-2 WITH EXPLANATIONS

*ONLY ONE HARD COPY OF THE BUDGET AMENDMENT REQUEST IS REQUIRED

20299

Case Management Family Preservation Services

\$135,000

The above services shall be described as, but not limited to the following:

Case Management

The means by which social service agencies, through their direct care social service staff, address clients' needs through the development and management of a case plan. Case managers may provide, arrange and coordinate the delivery of appropriate services; monitor client/case progress; revise case planning as needed. Client involvement in the case plan is also managed through mutually established, goal-directed tasks with appropriate time frames.

Family Preservation Services

In home services program that provides family counseling, budgeting, parenting skills and crisis intervention services to families in their homes to prevent abuse, neglect and out of home placement of the children.

Form C-2

Department Code 3302

Submission Date _____

Department: Health & Human Services

Revision Date _____

F-2

**RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF A GRANT
AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF MILITARY &
VETERANS AFFAIRS IN THE AMOUNT OF \$30,000.00 FROM
JULY 1, 2019 TO JUNE 30, 2020**

WHEREAS, the Board of Chosen Freeholders seek to deliver non-emergency, curb-to-curb transportation services to County veterans on a fare-free, space available basis, to routine medical appointments in Gloucester County and Camden County, and for scheduled appointments to area VA facilities for the grant period from July 1, 2019 to June 30, 2020; and

WHEREAS, the Veterans Transportation Grant funding allocation for Gloucester County has been determined to be \$30,000.00 with County funding of \$10,791.00 for a total program amount of \$40,791.00; and

WHEREAS, the Gloucester County Department of Health and Human Services has reviewed all data supplied or to be supplied in the Grant application and in its attachments, and certifies to the Board that all data contained in the application, and in its attachments is true and correct.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the grant application with the NJ Department of Military & Veteran Affairs for the Veterans Transportation Grant in the amount of \$30,000.00, with County funding of \$10,791.00, are hereby authorized for the grant period July 1, 2019 to June 30, 2020, and that the Freeholder Director or his designee is authorized to execute any documents and furnish any information which may be necessary to submit or accept said grant; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby confirms that the funds will be used pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority and will provide any necessary additional assurances as may be required, and that the Gloucester County Department of Health and Human Services shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 5, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 19,500

TOTAL OTHER EXPENSES (b): \$ 10,500

TOTAL FRINGE (c): \$ 10,791

TOTAL PROGRAM COST (d): \$ 40,791.30

TOTAL GRANT FUNDING (e): \$ 30,000

TOTAL COUNTY FUNDING (f): \$ 10,791

DEPT. HEAD:  Signature

DATE: 5/10⁰⁶/19

***PLEASE FORWARD ONE HARD COPIES AND ONE ELECTRONIC COPY OF THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER'S OFFICE:

- GRANT REQUEST FORM
- GRANT REVIEW SHEET
- C-2 FORM
- GRANT APPLICATION
- RESOLUTION AND BLURB

***IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND FLAGGED.

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.

BUDGET AMENDMENT FORM

DATE: 04/30/19

1. GRANT TITLE: Veterans Transportation
2. DEPARTMENT: Human & Disability Services
3. FUNDING AGENCY CONTACT PERSON: Patricia Richter
4. FUNDING AGENCY PHONE NUMBER: (609)530-6949
5. GRANT AMOUNT: \$ 30,000.00
6. A. CASH MATCH AMOUNT: \$ _____
(Attach mandated documentation)
- B. IN-KIND MATCH: \$ _____
- C. MODIFICATION AMOUNT: \$ _____
- D. NEW TOTAL: \$ 30,000.00
8. CONTRACT PERIOD: FROM: 07/01/19 TO: 06/30/20
9. HOW DOES COUNTY RECEIVE PAYMENT?:

MONTHLY: X
QUARTERLY: _____
END OF CONTRACT: _____
ADVANCE: _____
OTHER (EXPLAIN): _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____
ARE THEY MONTHLY X QUARTERLY _____ END OF CONTRACT _____
LIST DATES REPORTS ARE DUE: 08/20/19, 09/20/19, 10/20/19, 11/20/19,
12/20/19, 01/20/20, 02/20/19, 03/20/19, 04/20/19, 05/20/20, 06/20/20 and 07/20/20

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO X
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO _____
EXPLAIN: This grant has been received since the early 1980's

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Authorizing grant application to NJ Department of the Treasury to rescive \$30,000.00 in funding for transportation services to Veterans who need medical care at area VA facilities for the term contract July 1, 2019 to June 20, 2020.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
YES _____ NO X

DEPARTMENT HEAD: 
Signature

DATE: 5/6/19

***WHEN SUBMITTING A BUDGET AMENDMENT REQUEST PLEASE INCLUDE:

- COMMITMENT LETTER
- SIGNED CONTRACT AGREEMENT AS SOON AS IT IS AVAILABLE
- BUDGET PAGE C-2 WITH EXPLANATIONS

*ONLY ONE HARD COPY OF THE BUDGET AMENDMENT REQUEST IS REQUIRED



State of New Jersey
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
POST OFFICE BOX 340
TRENTON, NEW JERSEY 08625-0340

PHILIP D. MURPHY
Governor
Commander-in-Chief

☆
JEMAL J. BEALE
Brigadier General
The Adjutant General

22 March 2019

Ms. Lisa Cerny
Ms. Donna Cucetta
County of Gloucester
Division of Human Services
Division of Transportation
115 Budd Blvd, P.O. Box 337
West Deptford, NJ 08096

Dear Ms. Cerny & Ms. Cucetta:

Following is the contract that is being negotiated between the NJ Department of Military & Veterans Affairs and Gloucester County, County of Gloucester, Division of Human Services, Division of Transportation to provide transportation to Veterans for medical purposes or appointments at the VA regional offices. The term of the contract is one year, 1 July 2019 to 30 June 2020 with a limit of \$30,000. The enclosed documents include:

- A. Standard Provider Agreement
- B. Transportation Grant - Annex A
- C. Annex B-2: Contract Rate Information Form

Please complete the required information, sign and return all copies to me no later than **May 10, 2019**. If you have any questions, call me at (609) 530-6949.

Sincerely,

Patricia Richter

Patricia Richter
Chief
Veterans Benefits Bureau

Department: Human Services
Grant Title: Veterans

Salary and Wages Detail

List all Employees within the program
 insert more lines if necessary
 Highlighted cells are formulas and should not be changed

Fringe

Update the fringe rate if necessary
 2019 Fringe is 55.34% for PERS and 65.39% for Police and Fire

Name	Title	Salary	Fringe	Grant Funds	County Funds	Total Funds
Tracey Cudd	driver	\$ 10,000	55.34%	\$ 10,000.00	\$ 5,534.00	\$ 15,534.00
Jim Dietz	driver	\$ 9,500	55.34%	\$ 9,500.00	\$ 5,257.30	\$ 14,757.30
		\$ 19,500		\$ 19,500	\$ 10,791	\$ 30,291

(a)

Other Expenses	Grant Funds	County Funds	Total OE
fuel	\$ 2,275.00		\$ 2,275.00
fringe benefits	\$ 4,125.00		\$ 4,125.00
indirect costs	\$ 4,100.00	\$ -	\$ 4,100.00
	\$ 10,500.00	\$ -	\$ 10,500.00

(b)

Total Program Cost	Grant	County	Total
	\$ 30,000.00	\$ 10,791	\$ 40,791.30

(e)

Grant Funding History

	New	18-XXX	17-XXX	16-XXX	15-XXX
S&W, Fringe	\$ 19,500.00	\$ 19,500.00	\$ 19,500.00	\$ 19,500.00	\$ 19,500.00
OE	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00
	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00

(c)

(d)

(f)

RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE FOR THE 2020 SENIOR CITIZEN AND DISABLED RESIDENT TRANSPORTATION ASSISTANCE PROGRAM (SCDRTAP) GRANT IN AN AMOUNT OF \$477,489.00 FROM JANUARY 1, 2020 TO DECEMBER 31, 2020

WHEREAS, the County of Gloucester seeks to apply for available grant funds from the New Jersey Senior Citizen And Disabled Residents Transportation Assistance Program (SCDRTAP) for the grant period from January 1, 2020 to December 31, 2020 to provide non-emergency medical transportation for senior citizens and disabled residents; and

WHEREAS, SCDRTAP funding allocation for Gloucester County has been determined by formula to be \$477,489.00, with a County funding of \$21,577.00 for a total program amount of \$499,066.00; and

WHEREAS, the Gloucester County Department of Health and Human Services, Division of Transportation Services has reviewed all data supplied in the application and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and attachments is true and correct.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the grant for the SCDRTAP in the amount of \$477,489.00, with County funding of \$21,577.00, is hereby authorized for the grant period January 1, 2020 to December 31, 2020, and that the Freeholder Director or his designee is authorized to execute any documents and furnish any information which may be necessary to submit or accept said grant; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that the County shall comply with all applicable regulations of the granting authority, provide any necessary assurances as may be required, and designate the County Department of Health & Human Services, Division of Transportation Services with the responsibility for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 5, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

GRANT REQUEST FORM

DATE: 05/09/2019

TYPE OF GRANT

 NEW GRANT x RENEWAL

1. GRANT TITLE: FY2020 Senior Citizens & Disabled Resident Transportation Assistance Program SCDRTAP

GRANT TERM: FROM: 01/01/2020 TO: 12/31/2020

2. DATE APPLICATION DUE TO GRANTOR: _____

3. CFDA NUMBER: _____

4. STATE GRANT NUMBER: 2020 SCDRTAP

5. COUNTY DEPARTMENT: G.C. Division of Human and Disability Services

6. DEPT. CONTRACT PERSON & PHONE NO. Calvin McFarland 856-384-6878

7. NAME OF FUNDING AGENCY: NJTRANSIT

8. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Provision go transportation to non-emergency medical appointments for senior citizens and disabled residents in the County of Gloucester

9. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? YES

10. INDIRECT COST (IC) RATE 31.70%

11. IC CHARGED TO GRANT : \$9,000

12. FINANCIAL: REQUESTED MANDATED

GRANT FUNDS \$ 477,489.00

CASH MATCH \$ 0

IN-KIND MATCH \$ 0

(Attach Documentation)

(Attached Documentation)

TOTAL PROGRAM BUDGET \$ 499,065.51

13. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 38,989.00

TOTAL OTHER EXPENSES (b): \$ 438,500.00

TOTAL FRINGE (c): \$ 21,577.00

TOTAL PROGRAM COST (d): \$ 499,065.51

TOTAL GRANT FUNDING (e): \$ 477,489.00

TOTAL COUNTY FUNDING (f): \$ 21,577.00

DEPT. HEAD: Lisa P. Perry (CR2)
Signature

DATE: 5/9/2019

***PLEASE FORWARD ONE HARD COPIES AND ONE ELECTRONIC COPY OF THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER'S OFFICE:

- GRANT REQUEST FORM
- GRANT REVIEW SHEET
- C-2 FORM
- GRANT APPLICATION
- RESOLUTION AND BLURB

***IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND FLAGGED.

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.

Department: Human Services

Grant Title: 2019 SCRTAP

Salary and Wages Detail

List all Employees within the program
 Insert more lines if necessary
 Highlighted cells are formulas and should not be changed

Fringe

Update the fringe rate if necessary
 2019 Fringe is 55.34% for PERS and 65.39% for Police and Fire

Name	Title	Salary	Fringe	Grant Funds	County Funds	Total Funds
Donna Cucetta	Accountant	\$ 5,000	\$ 2,767.00	\$ 5,000.00	\$ 2,767.00	\$ 7,767.00
Debra Caltagirone	Omnibus Operator	\$ 8,000	\$ 4,427.20	\$ 8,000.00	\$ 4,427.20	\$ 12,427.20
Tracey Cudd	Omnibus Operator	\$ 8,000	\$ 4,427.20	\$ 8,000.00	\$ 4,427.20	\$ 12,427.20
Monica Bilbow	Omnibus Operator	\$ 7,000	\$ 3,873.80	\$ 7,000.00	\$ 3,873.80	\$ 10,873.80
Jim Dietz	Omnibus Operator	\$ 5,000	\$ 2,767.00	\$ 5,000.00	\$ 2,767.00	\$ 7,767.00
Kari Kappier	Omnibus Operator	\$ 5,989	\$ 3,314.31	\$ 5,989.00	\$ 3,314.31	\$ 9,303.31
		\$ 38,989	\$ 21,577	\$ 38,989	\$ 21,577	\$ 60,566
		(a)	(c)			

Other Expenses	Grant Funds	County Funds	Total OE
Other expenses	\$ 2,000.00	\$ -	\$ 2,000.00
Advertising	\$ 500.00	\$ -	\$ 500.00
Other outside expenses	\$ 400,000.00	\$ -	\$ 400,000.00
Auto Repairs	\$ 10,000.00	\$ -	\$ 10,000.00
Fuel and Oil	\$ 15,000.00	\$ -	\$ 15,000.00
Conferences	\$ 1,000.00	\$ -	\$ 1,000.00
Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00
Indirect costs	\$ 9,000.00	\$ -	\$ 9,000.00
	\$ 438,500.00	\$ -	\$ 438,500.00
	(b)		
Total Program Cost	Grant	County	Total
	\$ 477,489.00	\$ 21,577	\$ 499,065.51
	(e)	(f)	(d)

Grant Funding History

	New	19-XXX	18-XXX	17-XXX	16-XXX
S&W, Fringe	\$ 38,989.00	\$ 175,747.00	\$ 255,502.00	\$ 293,585.00	\$ 393,229.00
OE	\$ 438,500.00	\$ 303,750.00	\$ 237,950.00	\$ 173,514.00	\$ 115,600.00
	\$ 477,489.00	\$ 479,497.00	\$ 493,452.00	\$ 467,099.00	\$ 508,829.00

RESOLUTION AUTHORIZING THE USE OF 22ND CENTURY TECHNOLOGIES, INC. TO SUPPLY TEMPORARY STAFF FOR THE DIVISION OF SOCIAL SERVICES THROUGH DECEMBER 31, 2019 IN AN AMOUNT NOT TO EXCEED \$45,000.00

WHEREAS, the State of New Jersey awarded Blanket P.O. #18-GNSV2-00348 to 22nd Century Technologies based on the awarded New Mexico NASPO ValuePoint National Cooperative Agreement for the provision of temporary employment services; and

WHEREAS, the County has determined that it is advantageous to obtain the necessary temporary staffing from 22nd Century Technologies, Inc., with offices at 220 Davidson Avenue, Suite 118, Somerset, NJ 08873, from the date of hire through December 31, 2019 in an amount not to exceed \$45,000.00; and

WHEREAS, the contract is for estimated units of service in an amount not to exceed \$45,000.00 and is open-ended, which does not obligate the County of Gloucester to make any purchase or use any service, however, CAF #19-04284 has been obtained and certified by the County Treasurer to encumber funds in the amount of \$45,000.00 and shall be charged against budget line item #9-01-27-345-002-62113.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent coordinate with the Division of Social Services to obtain necessary temporary staffing from 22nd Century Technologies, Inc. for the provision of administrative support services from the date of hire through December 31, 2019, in an amount not to exceed \$45,000.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 5, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
 (856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	19-04284

Pg

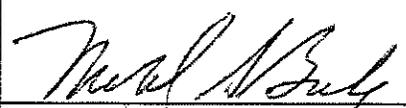
SHIP TO	GLOUC. CO DIV. OF SOCIAL SERV. 400 HOLLY DELL DRIVE SEWELL, NJ 08080 856-256-2107 GERRI HAMMER
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VENDOR	VENDOR #: 22CEN019 22nd CENTURY TECHNOLOGIES INC. 220 DAVIDSON AVE., SUITE 118 SOMERSET, NJ 08873
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ORDER DATE: 05/22/19
 REQUISITION NO: R9-19194
 DELIVERY DATE:
 STATE CONTRACT: 18-GNSV2-00348
 ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	HIRING TEMPORARY STAFF TO ASSIT IN DATA ENTRY SERVICES AND DIGITAL IMAGING MAINTENANCE NECESSARY TO INPUT DATA AND SIMILAR DUTIES RELATED TO PROGRAMS AMINISTERED BY DSS. HIRING 3 TEMPS AT \$19.05 PER HOUR 35 HOURS PER WEEK. EFFECTIVE WHEN THE TEMPS ARE HIRED THROUGH DECEMBER 31, 2019 OR WHEN THE \$45,000 HAS BEEN DEPLETED BLANKET PO #18-GNSV2-00348 RESOLUTION JUNE 5, 2019	9-01-27-345-002-62113 Other Personal Services Expense	45,000.0000	45,000.00
			TOTAL	45,000.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. X VENDOR SIGN HERE _____ DATE _____ TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____ MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures. DEPARTMENT HEAD _____ DATE _____	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW  TREASURER / CFO
		 QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING CONTRACTS WITH BACH ASSOCIATES AND
FEDERICI AND AKIN, P.A., FROM MARCH 8, 2019 TO MARCH 7, 2020, IN AN
AMOUNT NOT TO EXCEED \$200,000.00 PER CONTRACT**

G-1

WHEREAS, from time to time the County of Gloucester (hereinafter the "County") has a need for engineering/surveying services in land and/or development right acquisitions for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, these contract(s) may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contracts is the provision of professional services for which bids could not be received; and

WHEREAS, the County requested proposals from interested providers and evaluated and award those proposals consistent with the County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4 et seq; and

WHEREAS, the evaluation, based on the established criteria, concluded that the following firms have submitted proposals evidencing that they are ready, willing and able to perform the services if requested:

- Bach Associates, 304 White Horse Pike, Haddon Heights, NJ, 08035,
- Federici and Akin, P.A., 307 Greentree Road, Sewell, NJ, 08080; and

WHEREAS, each said contract for engineering/survey services would be for estimated services, in an amount not to exceed \$200,000.00, as per RFP# 19-025; and

WHEREAS, each said contract is open ended, which does not obligate the County to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, as follows:

1. That a contract(s) for engineering/survey services for land and/or development rights acquisitions by the County be awarded to: BACH ASSOCIATES AND FEDERICI AND AKIN, P.A., for a period of one (1) year from March 8, 2019 to March 7, 2020, and in an amount not to exceed \$200,000.00 for each contract, as needed; and
2. That the Director of the Board is authorized to execute and the Clerk of the Board to attest to the contracts for the aforementioned purpose on behalf of the County; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and a copy of this Resolution and the contract are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The aforementioned notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 5, 2019, Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND BACH ASSOCIATES**

THIS CONTRACT is made this 5th day of **June, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **BACH ASSOCIATES**, with offices at 304 White Horse Pike, Haddon Heights, NJ, 08035 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of engineering/surveying services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Contractor represents that it is qualified to perform the said required 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 OF SERVICES.** The term of services authorized under this agreement shall be for one (1) year from March 8, 2019 to March 7, 2020, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, or Legal Department.

2. **COMPENSATION.** Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated February 12, 2019 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal RFP# 19-025. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$200,000.00.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the 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 RFP# 19-025, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP# 19-025.

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, sex, veteran status or military service. 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, sex, veteran status or military service. 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, sex, veteran status or military service.

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's 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.** If the Contractor, or any of its subcontractors, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which license 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 the 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 and/or subcontractors.

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

A. Pursuant to the termination provisions set forth in the Bid Specification, 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 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 harmless from, and shall indemnify the County 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 disability, 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 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract 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, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which 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 services which 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 expenses 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. **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

13. **PARTIAL INVALIDITY.** In the event that any provisions 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 provisions of this Contract.

14. **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.

15. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with, and be subject to, all applicable laws, rules and regulations of the State of New Jersey, and of the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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 employee, or agent of the County.

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

19. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP# 19-025 and Contractor's proposal. If there is a conflict between this Contract and the specification or the proposal, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the _____ day of _____, 2019.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BACH ASSOCIATES

**STEVEN M. BACH, PRESIDENT
BACH ASSOCIATES**

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND FEDERICI & AKIN, P.A.**

THIS CONTRACT is made this 5th day of **June, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **FEDERICI AND AKIN, P.A.**, with offices at 307 Greentree Road, Sewell, NJ, 08080, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of engineering/surveying services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Contractor represents that it is qualified to perform the said required 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 OF SERVICES. The term of services authorized under this agreement shall be for one (1) year from March 8, 2019 to March 7, 2020, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated February 8, 2019 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal RFP# 19-025. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$200,000.00.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the 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 RFP# 19-025, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP# 19-025.

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, sex, veteran status or military service. 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, sex, veteran status or military service. 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, sex, veteran status or military service.

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's 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. If the Contractor, or any of its subcontractors, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which license 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 the 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 and/or subcontractors.

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

A. Pursuant to the termination provisions set forth in the Bid Specification, 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 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 harmless from, and shall indemnify the County 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 disability, 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 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract 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, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which 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 services which 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 expenses 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. **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

13. **PARTIAL INVALIDITY.** In the event that any provisions 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 provisions of this Contract.

14. **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.

15. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with, and be subject to, all applicable laws, rules and regulations of the State of New Jersey, and of the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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 employee, or agent of the County.

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

19. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP# 19-025 and Contractor's proposal. If there is a conflict between this Contract and the specification or the proposal, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the _____ day of _____, 2019.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

FEDERICI AND AKIN, P.A.

**JOSEPH P. FEDERICI, PRESIDENT
FEDERICI AND AKIN, P.A.**