

AGENDA



6:00 p.m. Wednesday, May 13, 2020

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the April 15, 2020 meeting minutes.

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

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER DIMARCO

A-1 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2020 COUNTY BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

This Resolution authorizes inserts into the 2020 County Budget as set forth below:

- **GLOUCESTER COUNTY TRAFFIC SIGNAL UPGRADES** - \$1,476,060.00: This Federal Aid funding will provide for video detection upgrades at various traffic signals throughout Gloucester County.
- **PRE-DISASTER MITIGATION ASSISTANCE GRANT** - \$125,000.00: This grant will provide funding to update the GC Local Multi-jurisdictional Multi-Hazard Mitigation Plan. A consultant will be used to update the plan.
- **HUD CDBG20 – CARES** - \$804,857.00: The Coronavirus Aid, Relief and Economic Security Act (CARES Act) makes CDBG funding for grants to prevent, prepare for, and respond to coronavirus. This grant projects that addresses the impact of COVID-19 on low-moderate income persons by supporting new or increased levels of eligible public services; improving housing and homeless conditions adversely impacted by COVID; and providing economic development opportunities in an efficient, responsive and non-discriminating matter through organizational partnerships, available resources and innovative approaches.
- **SPECIAL CHILD HEALTH-CASE MANAGEMENT** - \$173,000.00: This grant will provide Case Management services for children from birth to age 21 who have special health and developmental needs. Funding for this program has remained constant.
- **COUNTY RIGHT TO KNOW PROGRAM** - \$10,798.00: This grant provides a data base to advise workers and community members of hazardous material used in the workplace and monitors collection and awareness of this data.
- **SENIOR FARMERS MARKET NUTRITION PROGRAM** - \$1,500.00: This funding will enable the Division of Senior Services to maintain service and defray the costs of service delivery of the Senior Farmers Market Nutrition Program, enabling them to continue to provide Farm Market Vouchers to low income seniors residing in Gloucester County.
- **STRENGTHENING LOCAL PUBLIC HEALTH CAPACITY TRAINING SCHOLARSHIP** - \$5,615.00: These funds will be used to support the County’s communicable disease preparedness and response capacity. Funding will be used to provide training and much needed supplies.

A-2 RESOLUTION AUTHORIZING A CONTRACT AND SALES AGREEMENT WITH JOHNSON CONTROLS SECURITY SOLUTIONS, LLC FROM MAY 13, 2020 TO MAY 12, 2021 FOR \$621,184.15.

This Resolution will authorize a proprietary contract, in accordance with N.J.S.A. 40A:11-5(dd), with Johnson Controls Security Solutions, LLC, for AMAG conversion hardware/software regarding the County's Security Access Control System. CAF No. 20-03071 has been obtained to certify funds.

A-3 RESOLUTION AUTHORIZING A CONTRACT WITH JOHNSON CONTROLS SECURITY SOLUTIONS, LLC FROM MAY 13, 2020 to MAY 12, 2021 FOR \$28,936.76.

This Resolution authorizes a proprietary contract in accordance with N.J.S.A. 40A:11-5(dd), with Johnson Controls Security Solutions, LLC, for five (5) additional doors to be added to the existing AMAG Security Access Control System at Shady Lane for \$28,936.76. CAF. No. 20-03072 has been obtained to certify funds.

A-4 RESOLUTION AUTHORIZING AN EMERGENCY PURCHASE PURSUANT TO N.J.S.A. 40A:11-6 FROM CMS COMMUNICATIONS FOR \$26,050.00.

This Resolution authorizes an emergency purchase from CMS Communications for 25 Cisco 892FSF Routers for the total amount of \$26,050.00. The Routers will be used in the transmission of COVID-19 reports via a secure tunnel for exchanging sensitive information between the County, EMS, State Police and Municipal Police Departments. This emergency purchase is in accordance with N.J.S.A. 40A:11-6. CAF No. 20-03648 has been obtained to certify funds.

A-5 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH REMINGTON & VERNICK ENGINEERS.

This Resolution authorizes an amendment to the contract between the County and Remington & Vernick Engineers to increase of the contract amount by \$5,656.50 for additional unforeseen professional services related to Tax Map/GIS Enterprise review and uploading of datasets, coordinating with GIS Staff, from January 1, 2019 to December 31, 2019.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**DEPUTY DIRECTOR DIMARCO
FREEHOLDER LAVENDER**

B-1 RESOLUTION AUTHORIZING EXTENSION OF A CONTRACT WITH PATRIOT ROOFING, INC. FROM MAY 16, 2020 TO MAY 15, 2022 FOR AN AMOUNT NOT TO EXCEED \$200,000.00 PER YEAR.

This Resolution extends a Contract with Patriot Roofing, Inc. for a period of two years for the supply and delivery of all labor and material for roofing maintenance and repair for various County buildings. This Contract was originally entered into on June 6, 2018 and allows for a two (2) year extension. Contractor shall be compensated in an amount not to exceed \$200,000.00 per year, as per PD-18-023.

B-2 RESOLUTION AUTHORIZING A CONTRACT WITH A.C. SHULTES, INC. FROM MAY 13, 2020 TO MAY 12, 2022 IN AN AMOUNT NOT TO EXCEED \$60,000.00 PER YEAR

This Resolution authorizes a Contract with A.C. Shultes, Inc. for the repair, maintenance and replacement of pumps in various County buildings, as per PD-20-006, from May 13, 2020 to May 12, 2022, with the County having the option to extend the Contract for two (2) one-year periods or one (1) two-year period, in an amount not to exceed \$60,000.00 per year.

B-3 RESOLUTION AUTHORIZING A CONTRACT WITH CORE MECHANICAL, INC., FOR \$34,408.00 FROM MAY 13, 2020 TO AUGUST 5, 2020.

This Resolution authorizes a contract with Core Mechanical, Inc. for material, labor and installation for three (3) exhaust fans and three (3) louver sets at the Mantua Garage as per bid specifications PD-20-013 for a total amount of \$34,408.00, from May 13, 2020 to August 5, 2020. C.A.F. #20-03281 has been obtained to certify funds.

B-4 RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH HOLDEN FACILITY SERVICES FOR \$74,058.00.

This Resolution authorizes a Contract with Holden Facility Services for the purchase of Phase Two Emergency Disinfection Services of touch point areas in various County buildings and various County vehicles due to the COVID-19 virus. C.A.F. #20-03280 has been obtained to certify funds.

B-5 RESOLUTION AUTHORIZING AN EMERGENCY PURCHASE PURSUANT TO N.J.S.A. 40A:11-6 WITH SAFETY EMPORIUM FOR \$33,750.00.

This Resolution authorizes a Contract with Safety Emporium for the purchase of 50 cases of N-95 masks for County health care workers and first responders due to the COVID-19 virus. C.A.F. #20-03299 has been obtained to certify funds.

B-6 RESOLUTION AUTHORIZING A GRANT APPLICATION WITH NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE COMPREHENSIVE TRAFFIC SAFETY PROGRAM GRANT FROM OCTOBER 1, 2020 TO SEPTEMBER 30, 2021 IN THE AMOUNT OF \$55,100.00.

This Resolution authorizes an application by the Gloucester County Prosecutor's Office to the New Jersey Division of Highway Traffic Safety for receipt of the Comprehensive Traffic Safety Program Grant in the amount of \$55,100.00 from October 1, 2020 to September 30, 2021. The Gloucester County Highway Safety Task Force ("GCHSTF") is dedicated to reducing the number of serious and fatal motor vehicle accidents that occur in Gloucester County. This Grant will allow the GCHSTF to educate the community to increase public awareness of the dangers on the roadways and how to promote safety. Besides covering the costs of education materials and supplies, this grant will fund the following training courses at the Gloucester County Police Academy: Crash Investigation I, Crash Investigation II, Traffic Crash Reconstruction Level II, and Pedestrian/Bicycle Crash Investigation Level I.

B-7 RESOLUTION AUTHORIZING PAYMENTS TO ATLANTIC TACTICAL OF NJ FOR LAW ENFORCEMENT EQUIPMENT THROUGH STATE CONTRACT IN AN AMOUNT TOTALING \$28,658.30.

This Resolution authorizes payment for the law enforcement equipment purchased from Atlantic Tactical of NJ for use by the County Prosecutor's Office, Sheriff's and Corrections Departments via State Contract through December 2019 in the amount of \$28,658.30.

B-8 RESOLUTION AUTHORIZING A GRANT APPLICATION WITH NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE DRIVING UNDER THE INFLUENCE SOBRIETY CHECKPOINT AND SATURATION PATROLS GRANT FROM OCTOBER 1, 2020 TO SEPTEMBER 30, 2021 FOR \$130,000.00.

This Resolution authorizes an application by the County Prosecutor's Office and acceptance of grant funding from the NJ Division of Highway Traffic Safety for the DUI Sobriety Checkpoint and Saturation Patrol Grant to be used, among other things, to fund municipal officers' overtime while they conduct DWI Sobriety Checkpoints and Saturation Patrols throughout Gloucester County in an effort to actively combat DWI offenses in the interest of public safety.

B-9 RESOLUTION AUTHORIZING A GRANT APPLICATION AND ACCEPTANCE OF FUNDS WITH THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE DISTRACTED DRIVING CRACKDOWN GRANT FROM APRIL 1, 2021 TO APRIL 30, 2021 FOR A GRANT AMOUNT OF \$66,000.00.

This Resolution authorizes an application by the County Prosecutor's Office and acceptance of grant funding from the New Jersey Division of Highway Traffic Safety for the Distracted Driving Crackdown Grant. Distracted driving has increased due to the use of smartphones and inattention remains the most significant cause of fatal and incapacitating motor vehicle crashes. The funds obtained will be used for the reimbursement of overtime costs from April 1, 2021 to April 30, 2021 for officers of selected municipalities conducting roving patrols and fixed checkpoints to reduce distracted driving throughout the County. The maximum rate will be \$55.00 per hour, allowing for 1200 hours of distracted driving enforcement details.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION CLARIFYING REFUSE CONTAINERS AND DUMPSTERS IN THE COUNTY STORMWATER MANAGEMENT PROGRAM.

This Resolution clarifies the use of refuse containers and dumpsters operated by the Gloucester County Highway Department to ensure that dumpsters (including tires) and other refuse containers that are outdoors or exposed to stormwater are covered at all times, in order to prevent spilling, dumping, leaking, or otherwise discharge of liquids, semi-liquids, or solids.

C-2 RESOLUTION AUTHORIZING AN EXTENSION TO CONTRACT WITH ASPHALT PAVING SYSTEMS FROM MAY 18, 2020 TO MAY 17, 2022 IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR.

This Resolution authorizes the County to exercise its option to extend the contract with Asphalt Paving Systems, Inc. for an additional two-year term, for the supply of cationic emulsified asphalt (CRS-2) as per PD-18-022, for use by the Department of Public Works.

C-3 RESOLUTION AUTHORIZING AN EMERGENCY PURCHASE PURSUANT TO N.J.S.A. 40A:11-6 FROM MASSO'S EVENT RENTALS FOR \$31,362.48.

This Resolution authorizes an emergency purchase from Masso's Event Rentals for three (3) heavy duty 20x40 tents with sidewalls and ratcheting system, to be used at certain COVID-19 drive-through testing sites for \$31,362.48. This emergency purchase is necessary to ensure the public health, safety and welfare of the citizens of Gloucester County during the COVID-19 pandemic, and is in accordance with N.J.S.A. 40A:11-6. CAF No. 20-03260 has been obtained to certify funds.

C-4 RESOLUTION AUTHORIZING AN EMERGENCY PURCHASE PURSUANT TO N.J.S.A. 40A:11-6 FROM GARDEN STATE HIGHWAY PRODUCTS, INC. FOR \$40,178.00.

This Resolution authorizes an emergency purchase from Garden State Highway Products, Inc. for two (2) Solar Tech message boards, two (2) Solar Tech battery bank upgrades, and two (2) Solar Tech solar array upgrades for a total amount of \$40,178.00. This emergency purchase is necessary to ensure the public health, safety and welfare of the citizens of Gloucester County during the COVID-19 pandemic, and is in accordance with N.J.S.A. 40A:11-6. CAF No. 20-03506 has been obtained to certify funds.

C-5 RESOLUTION AUTHORIZING CHANGE ORDER #01-FINAL TO DECREASE THE CONTRACT WITH SOUTH STATE, INC. BY \$237,516.33 FOR ENGINEERING PROJECT #18-14SA.

This Resolution will authorize Change Order #01-Final to decrease the contract with South State, Inc. by \$237,516.33 regarding resurfacing and safety improvements to Bluebell Road (C.R. 633) from Corkery Lane (C.R. 612) to Malaga Road (C.R. 659) in the Township of Monroe, known as Engineering Project #18-14SA. This decrease is necessary due to final quantity adjustments, resulting in a new contract amount of \$1,538,813.67.

C-6 RESOLUTION AUTHORIZING A CONTRACT WITH EDWARD H. CRAY, INC. FOR \$3,006,130.00 FROM MAY 1, 2020 TO COMPLETION OF THE PROJECT.

This Resolution authorizes a contract with Edward J. Cray, Inc. for construction regarding the Gloucester County Traffic Signal Video Camera Retrofit Project, known as Engineering Project #18-09FA Rebid, for the total amount of \$3,006,130.00. CAF No. 20-03508 has been obtained to certify funds.

C-7 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR \$1,499,010.90 FROM MAY 1, 2020 TO COMPLETION OF THE PROJECT.

This Resolution authorizes a contract with South State, Inc. for resurfacing and safety improvements to Clayton-Williamstown Road (CR 610) between Fries Mill Road (CR 655) and Tuckahoe Road (CR 555) in Monroe Township, Franklin Township and Clayton Borough, known as Engineering Project #17-19FA, for the total amount of \$1,499,010.90. CAF No. 20-03537 has been obtained to certify funds.

C-8 RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH REMINGTON & VERNICK ENGINEERS FOR \$56,362.01 FROM MAY 13, 2020 TO COMPLETION OF THE PROJECT.

This Resolution authorizes a professional services contract with Remington & Vernick Engineers for construction management and inspection services as per RFP-20-033, regarding resurfacing of Clayton-Williamstown Road in the Townships of Monroe and Franklin and the Borough of Clayton, known as Engineering Project #17-19FA, from May 13, 2020 until completion of project, for a total amount of \$56,362.01. CAF No. 20-03645 has been obtained to certify funds.

C-9 RESOLUTION AUTHORIZING EXECUTION OF COST REIMBURSEMENT AGREEMENT NO. 20-DT-BLA-FEP-439 WITH NJ DEPARTMENT OF TRANSPORTATION IN AN AMOUNT NOT TO EXCEED \$1,898,000.00.

This Resolution authorizes execution of Cost Reimbursement Agreement No. 20-DT-BLA-439 with NJDOT, Division of Local Aid and Economic Development, in an amount not to exceed \$1,898,000.00, for the GC-TTF-Clayton-Williamstown Road (CR 610) project in Clayton Borough and Monroe Township.

C-10 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH NJ DEPARTMENT OF TRANSPORTATION REGARDING THE 2020 LOCAL AID INFRASTRUCTURE FUND ("LAIF"), IN AN AMOUNT NOT TO EXCEED \$3,841,000.00.

This Resolution authorizes submission of an electronic grant application identified as LAIF-2020-Resurfacing and Safety Improvement-00059, and execution of the resulting Agreement with NJ DOT for funding in an amount not to exceed \$3,841,000.00, for resurfacing and safety improvements to Franklinville Road (CR 538) from State Highway Route 45 to Route 77 in the Townships of Elk and Harrison.

C-11 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH NJ DEPARTMENT OF TRANSPORTATION REGARDING THE 2020 LOCAL AID INFRASTRUCTURE FUND (“LAIF”), IN AN AMOUNT NOT TO EXCEED \$3,795,000.00.

This Resolution authorizes submission of an electronic grant application identified as LAIF-2020-Rowan, Ellis Mill Road, US 322 C-00061, and execution of the resulting Agreement with NJ DOT for funding in an amount not to exceed \$3,795,000,000.00, for construction of the Rowan/Ellis Mill Road/Route US 322 Connector Road (CR 641 Spur), Phase II in the Township of Harrison and Borough of Glassboro.

C-12 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH NJ DEPARTMENT OF TRANSPORTATION REGARDING THE 2020 LOCAL AID INFRASTRUCTURE FUND (“LAIF”) IN AN AMOUNT NOT TO EXCEED \$500,000.00.

This Resolution authorizes submission of an electronic grant application identified as LAIF-2020-Reconstruction of Bridge 8-F-2, A1-00060, and execution of the resulting Agreement with NJ DOT for funding in an amount not to exceed \$500,000.00, regarding reconstruction of Bridge 8-F-2, Commissioners Road (CR 581) over Oldmans Creek in South Harrison Township.

C-13 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH NJ DEPARTMENT OF TRANSPORTATION REGARDING THE 2020 LOCAL AID INFRASTRUCTURE FUND (“LAIF”), IN AN AMOUNT NOT TO EXCEED \$1,702,000.00.

This Resolution authorizes submission of an electronic grant application identified as LAIF-2020-Roundabout at Salina Road (CR 715) a-00062, and execution of the resulting Agreement with NJ DOT for funding in an amount not to exceed \$1,702,000.00, for installation of a roundabout at Salina Road (CR 715) and construction of an access road to Rowan College of South Jersey.

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

D-1 RESOLUTION AUTHORIZING AWARD OF CONTRACT WITH PROPHOENIX CORPORATION, FOR \$20,000.00.

This Resolution authorizes a contract with ProPhoenix Corporation for the purchase of a Citizen Services Module for the Phoenix Public Safety Solution Software Suite to replace the current Frontline Software, for \$20,000.00. Citizen Services Web Program is a module in ProPhoenix which allows residents to self-report minor thefts, overnight parking, obtain accident/police reports without going to the police department, obtain crime statistics and crime maps, request house checks when vacationing, report public works issues and allows police departments to post newsletters and during the current pandemic they can self-report positive COVID-19 positives. C.A.F. #20-03074 has been obtained to certify funds.

D-2 RESOLUTION AUTHORIZING A CONTRACT INCREASE WITH MOTOROLA SOLUTIONS, INC., THROUGH STATE CONTRACT #A83909, FROM FEBRUARY 2, 2020 TO FEBRUARY 1, 2021.

This Resolution authorizes an increase to the contract the County awarded to Motorola Solutions, Inc. on February 19, 2020, through State Contract #A8909. This increase is necessary to complete the software upgrade for radio communications and to upgrade equipment and accessories for the County. The amendment is to increase the total contract amount by \$481,924.10, resulting in a new contract amount not to exceed \$881,924.10 from February 2, 2020 to February 1, 2021. C.A.F. #20-03089 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 APPROVAL OF NON-MATCHABLE SYSTEM PAYMENTS REQUIRED TO BE MADE TO THE STATE OF NEW JERSEY IN ACCORDANCE WITH N.J.S.A. 30:1-12 AND N.J.A.C. 10:8-1.1 FOR AN AMOUNT NOT TO EXCEED \$350,000.00 FROM JUNE 1, 2020 TO MAY 31, 2021.

This Resolution authorizes the payment of "non-matchable system payment" to the State of New Jersey in accordance with the applicable State statute, N.J.S.A. 30:1-12, and regulation, N.J.A.C. 10:8-1.1. The County is responsible for paying its share of administrative expenses for various State data processing and computer operational systems related to the numerous programs administered by the Division of Social Services, as well as fees for various Federal and State recovery collection services. The State sends bills to the Division of Social Services at various times during the year, and it is not possible to anticipate the exact amounts of these bills. Therefore, the fees are being set in accordance with estimates based on last year's payments, for an amount not to exceed \$350,000.00. The payments will cover the period June 1, 2020 to May 31, 2021.

F-2 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF FUNDS TO THE NEW JERSEY DEPARTMENT OF HEALTH FOR THE RIGHT TO KNOW GRANT FOR AN AMOUNT NOT TO EXCEED \$10,798.00 FROM JULY 1, 2020 TO JUNE 30, 2021.

This Resolution authorizes the execution for all documents necessary to apply for and accept funds from the Right to Know Grant through the New Jersey Department of Health for an amount not to exceed \$10,798.00, from July 1, 2020 to June 30, 2021. The purpose of the grant is to develop and implement a County Right to Know Program pursuant to the Worker and Community Right to Know Act, N.J.S.A. 34:5A-1 et seq., which establishes a program for the disclosure of information about hazardous substances in the workplace and community.

F-3 RESOLUTION EXTENDING THE CONTRACT WITH SENIOR CITIZENS UNITED COMMUNITY SERVICES, INC. FROM JUNE 1, 2020 TO MAY 31, 2021 IN AN AMOUNT NOT TO EXCEED \$285,000.00.

This Resolution will authorize the County to exercise its option for a one (1) year extension to the contract with Senior Citizens United Community Services, Inc., for specific bus transportation services as per PD-17-010, from June 1, 2020 to May 31, 2021 in an amount not to exceed \$285,000.00.

F-4 RESOLUTION AUTHORIZING AN APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, FOR THE FY 2020 COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE ABUSE SITE-BASED PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED \$900,000.00 FROM OCTOBER 1, 2020 TO SEPTEMBER 30, 2023.

This Resolution authorizes an application to the U.S. Department of Justice, for the FY 2020 Comprehensive Opioid, Stimulant and Substance Abuse Site-Based Program (COSSAP) Grant in an amount not to exceed \$900,000.00 from October 1, 2020 to September 30, 2023. This funding provides technical assistance to develop, implement and expand comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse for those impacted in Gloucester County.

F-5 RESOLUTION AUTHORIZING THE PURCHASE OF FLU VACCINES FROM WELLS FARGO, C/O FFF ENTERPRISES, INC., THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$75,627.00

This Resolution authorizes the purchase of flu vaccines for the 2020-2021 season from Wells Fargo, C/O FFF Enterprises, Inc.. Such purchase to be made through the use of State Contract # 41502 for a total amount of \$75,627.00. C.A.F. #20-03646 has been obtained to certify funds.

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

Old Business

New Business

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

Adjournment

MINUTES



6:00 p.m. Wednesday, April 15, 2020

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

FREEHOLDER	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 **April 1, 2020** meeting minutes.

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco	X		X			
Freeholder Barnes					X	
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

PROCLAMATIONS

52454 Proclamation in honor of Gloucester County Animal Control Officers (Appreciation Week April 12 – 18, 2020) (To be presented at a later date by Freeholder Deputy Director DiMarco)

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

OPEN

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

CLOSE

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

RESOLUTIONS

All matters listed under Consent Agenda are considered to be routine by this Board of Chosen Freeholders and will be enacted by one motion in the form listed. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately. Where necessary, any item requiring expenditure is supported by Certificate of Available Funds. All Consent Agenda items will be reflected in the minutes.

Motion to approve Resolutions 52455-52473

FREEHOLDER	MOTION	SECOND	YES	N O	ABSTAIN	ABSENT
Deputy Director DiMarco			X			
Freeholder Barnes	X		X			
Freeholder Christy			X		52463, 52464, 62465	
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER DIMARCO

52455 RESOLUTION APPROVING THE BILLS LISTS FOR THE MONTH OF APRIL 2020, AS AMENDED.

52456 RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$30,492,000 OF ITS GENERAL OBLIGATION BONDS, SERIES 2019; MAKING CERTAIN COVENANTS TO MAINTAIN THE EXEMPTION OF THE INTEREST ON SAID BONDS FROM FEDERAL INCOME TAXATION; AND AUTHORIZING SUCH FURTHER ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECTUATE THE ISSUANCE AND SALE OF THE BONDS.

52457 RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING AND CONSENTING TO THE ISSUANCE OF COUNTY GUARANTEED SOLID WASTE REVENUE BONDS BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY TO FINANCE THE COSTS OF THE ACQUISITION, DESIGN, CONSTRUCTION AND EQUIPPING OF A NEW SOLID WASTE CELL AT THE GLOUCESTER COUNTY SOLID WASTE COMPLEX; AND MAKING CERTAIN OTHER DETERMINATIONS IN CONNECTION THEREWITH.

52458 RESOLUTION AUTHORIZING AN EMERGENCY APPROPRIATION IN THE AMOUNT OF \$1,500,000.00 PURSUANT TO N.J.S.A. 40A:4-48.

52459 RESOLUTION AUTHORIZING A CONTRACT WITH PINO CONSULTING GROUP, INC. FROM MAY 1, 2020 TO APRIL 30, 2021 FOR \$27,550.00.

52460 RESOLUTION AUTHORIZING A CONTRACT WITH WAYMAN FIRE PROTECTION, INC. FROM MARCH 21, 2020 TO MARCH 20, 2022 IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR.

DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES

DEPUTY DIRECTOR DIMARCO
FREEHOLDER LAVENDER

52461 RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT TO HOLDEN FACILITY SERVICES FOR \$148,573.00.

DEPARTMENT OF ECONOMIC DEVELOPMENT &
PUBLIC WORKS

FREEHOLDER SIMMONS
FREEHOLDER CHRISTY

52462 RESOLUTION AUTHORIZING CONSENT TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT TITLED SWEDESBORO AVENUE SITE – JOHNSON DEVELOPMENT.

52463 RESOLUTION EXTENDING THE CONTRACTS WITH RICHARD E. PIERSON MATERIALS CORP. AND SOUTH STATE MATERIALS, LLC FOR A TWO-YEAR PERIOD FROM MAY 5, 2020 TO MAY 4, 2022.

52464 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR \$1,862,647.00.

52465 RESOLUTION AUTHORIZING A CONTRACT WITH JPC GROUP, INC. FOR \$4,978,338.00.

52466 RESOLUTION AUTHORIZING A CONTRACT WITH FRENCH AND PARRELLO ASSOCIATES FOR CONCEPT DEVELOPMENT SERVICES FOR \$492,922.02.

52467 RESOLUTION AUTHORIZING A CONTRACT WITH MCCORMICK TAYLOR, INC. FOR CONCEPT DEVELOPMENT SERVICES FOR \$299,995.27.

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

FREEHOLDER CHRISTY
FREEHOLDER SIMMONS

52468 RESOLUTION AUTHORIZING A PURCHASE FROM POINT BLANK ENTERPRISES, INC., THROUGH STATE CONTRACT FOR \$26,769.00.

52469 RESOLUTION AUTHORIZING A CONTRACT WITH STRYKER SALES CORPORATION, FROM FEBRUARY 6, 2020 TO FEBRUARY 5, 2022, FOR \$56,660.00.

52470 RESOLUTION AUTHORIZING A CONTRACT WITH STRYKER SALES CORPORATION, FROM MARCH 16, 2020 TO MARCH 15, 2022, FOR \$47,040.00.

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES
FREEHOLDER JEFFERSON

DEPARTMENT OF HEALTH & HUMAN SERVICES

FREEHOLDER JEFFERSON
FREEHOLDER BARNES

52471 RESOLUTION AUTHORIZING A GRANT APPLICATION AND ACCEPTANCE OF FUNDS WITH THE NJ DEPARTMENT OF HEALTH, DIVISION OF FAMILY HEALTH SERVICES, FOR THE SPECIAL CHILD HEALTH SERVICES CASE MANAGEMENT GRANT FROM JULY 1, 2020 TO JUNE 30, 2021 FOR A GRANT AMOUNT OF \$173,000.00, WITH AN IN-KIND MATCH OF \$70,004.00, FOR A TOTAL AMOUNT OF \$243,004.00.

52472 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF THE 2020 ROUND 7 JOB ACCESS REVERSE COMMUTE GRANT FROM NJ TRANSIT FOR \$110,000.00 WITH AN IN-KIND MATCH OF \$110,000.00, FOR A TOTAL PROGRAM AMOUNT OF \$220,000.00 FROM JULY 1, 2020 TO JUNE 30, 2021.

DEPARTMENT OF PARKS & LAND PRESERVATION

FREEHOLDER LAVENDER
FREEHOLDER DIMARCO

52473 RESOLUTION AUTHORIZING AMENDMENTS TO THE AGREEMENT OF SALE FOR THE PURCHASE OF BLOCK 12702, LOT 1 AND BLOCK 12601, LOTS 101.03 AND 102 ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF MONROE WITH OPEN SPACE PRESERVATION TRUST FUNDS.

Old Business

New Business

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

OPEN

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

CLOSE

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

Adjournment

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

Time: 6:05 p.m.

RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2020 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 2020 as follows:

- (1) The sum of **\$1,476,060.00**, which item is now available as a revenue from the State of NJ Department of Transportation Gloucester County Traffic Signal Upgrades, to be appropriated under the caption of the State of New Jersey Department of Transportation **Gloucester County Traffic Signal Upgrades-Other Expenses**.
- (2) The sum of **\$125,000.00**, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety, Division of State Police Pre-Disaster Mitigation Assistance Grant, to be appropriated under the caption of the State of New Jersey Department of Law and Public Safety Division of State Police **Pre-Disaster Mitigation Assistance Grant - Other Expenses**.
- (3) The sum of **\$804,857.00**, which item is now available as a revenue from the U.S. Department of Housing and Urban Development HUD CDBG20 - CARES, to be appropriated under the caption of the U.S. Department of Housing and Urban Development **HUD CDBG20 - CARES - Other Expenses**.
- (4) The sum of **\$173,000.00**, which item is now available as a revenue from the State of New Jersey Department of Health and Senior Services Special Child Health-Case Management, to be appropriated under the caption of the State of New Jersey Department of Health and Senior Services **Special Child Health-Case Management - Other Expenses**.
- (5) The sum of **\$10,798.00**, which item is now available as a revenue from the State of New Jersey Department of Health and Senior Services County Right to Know Program, to be appropriated under the caption of the State of New Jersey Department of Health and Senior Services **County Right to Know Program - Other Expenses**.
- (6) The sum of **\$1,500.00**, which item is now available as a revenue from the State of New Jersey Department of Health Senior Farmers Market Nutrition Program, to be appropriated under the caption of the State of New Jersey Department of Health **Senior Farmers Market Nutrition Program - Other Expenses**.
- (7) The sum of **\$5,615.00**, which item is now available as a revenue from the New Jersey Association of County and City Health Officials Strengthening Local Public Health Capacity Training Scholarship, to be appropriated under the caption of the New Jersey Association of County and City Health Officials **Strengthening Local Public Health Capacity Training Scholarship - Other Expenses**.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE BURNS,
CLERK OF THE BOARD

**RESOLUTION AUTHORIZING A CONTRACT AND SALES AGREEMENT
WITH JOHNSON CONTROLS SECURITY SOLUTIONS LLC FROM
MAY 13, 2020 TO MAY 12, 2021 FOR \$621,184.15**

WHEREAS, the County of Gloucester has a security access control system in place at several County facilities which require AMAG conversion hardware/software at the County Justice Complex, County Administration Building (2 S. Broad Street) and at the Old Court House (1 N. Broad Street); and

WHEREAS, the existing security access control equipment was installed in 2006 by ADT Security Systems, Inc. (thereafter known as Tyco Integrated Security, LLC) and now known as Johnson Controls Security Solutions LLC of 7852 Browning Road, Pennsauken, NJ 08109-4642; and

WHEREAS, the age of the equipment places it in legacy status and service has become limited to the installer, and 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 contract is for estimated units of service and is open-ended, which does not obligate the County to make any purchase or engage any service 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 Director of the Board be and is hereby authorized to execute and the Clerk of the Board is authorized to attest to, a Contract and Service Agreement with Johnson Controls Security Solutions LLC for conversion hardware/software of security access control systems at the County Justice Complex, County Administration Building (2 S. Broad Street) and at the Old Court House (1 N. Broad Street), from May 13, 2020 to May 12, 2021 in an amount not to exceed \$621,184.15; and

BE IT FURTHER RESOLVED 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 purchase or service and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
JOHNSON CONTROLS SECURITY SOLUTIONS, LLC**

THIS CONTRACT is made effective the 13th day of **May, 2020**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **JOHNSON CONTROLS SECURITY SOLUTIONS LLC** with offices at 7852 Browning Road, Pennsauken, NJ 08109-4642, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has a need for AMAG hardware/software conversion at the County Justice Complex, 2 S. Broad Street, and 1 N. Broad Street buildings for the security access door-lock entry systems previously installed in 2006 by ADT Security Systems, Inc., (thereafter known as Tyco Integrated Security, LLC), for specified County buildings and facilities referred to below:

WHEREAS, the age of the equipment now places it in legacy status and service has become limited to the installer, and 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 contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and pursuant to N.J.S.A. 19:44A-20.4 et seq. the contractor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, Contractor represents that it has the necessary equipment, 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.** The contract shall be for the period of one (1) year from May 13, 2020 to May 12, 2021.
2. **COMPENSATION.** The Contractor shall be compensated in a total amount not to exceed \$621,184.15.

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 agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered. Contractor shall be paid in accordance with this Contract document within 30 days upon date 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. Contractor shall provide hardware/software conversion for security access door-lock entry systems at the County Justice Complex, County Administration Building (2 S. Broad Street) and at the Old Court House (1 N. Broad Street), in accordance with the Scope of Work as set forth in Contractor's Quote No. 1-4VIRLBP with the Commercial Sales Agreement dated March 19, 2020 annexed hereto and incorporated herein.

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

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all 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.

b. The Contractor 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 vendor'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, 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 County Bid Specifications or Requests for Proposal, 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 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 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 affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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

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

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 carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County.

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. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that either party is prevented from performing this Contract by circumstances beyond its control, then any obligations owing such party to the other party shall be suspended without liability for the period during which the party is so prevented.
12. **NON-WAIVER.** The failure by either party to enforce any particular provision of this Contract, or to act upon a breach of this Contract, the other party 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 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.
15. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.
17. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.
18. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

20. **CONTRACT PARTS.** This Contract consists of this document and the Contractor's Scope of Work/Schedule of Protection and Commercial Sales Agreements dated March 19, 2020. Should there occur a conflict in the documents identified above, then this Contract shall prevail.

THIS CONTRACT is effective as of the **13^h** day of **May, 2020**.

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:

**JOHNSON CONTROLS SECURITY
SOLUTIONS LLC**

**By:
Title:**



COMMERCIAL SALES AGREEMENT

TOWN NO.
0021-SOUTHERN NJ

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
14VIRLBP

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	No Service Selected
Video Equipment:	No Service Selected
Maintenance Service Plan; Preventive Maintenance/Inspection:	Advanced Maintenance PROVIDED / Inspections NOT PROVIDED
Additional Services:	Access Control

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	SYMMETRY ENTERPRISE 8 READER LICENSE ADD-ON	
1	SYMMETRY ENTERPRISE 32 READER LICENSE ADD-ON	
2	SYMMETRY ENTERPRISE 64 READER LICENSE ADD-ON	
1	SYMMETRY ENTERPRISE 128 READER LICENSE ADD-ON	
1	SSA-ADDEYEARS	
30	SYMMETRY SR MICRO 5 RETROFIT KIT - INCLUDES SR-DBU, SR-PCU AND SR-CV5 LID	
30	SYMMETRY SR 8 F/2F READER CONTROLLER - 12VDC RDRS	
22	SYMMETRY SR 2 READER CONTROLLER - 5V OR 12V WIEGAND OR F/2F READERS	
16	SYMMETRY SR 20 AUXILIARY DIGITAL INPUT CONTROLLER	
10	SYMMETRY SR 16 AUXILIARY RELAY OUTPUT CONTROLLER (8 RELAYS FIXED ARE "NORMALLY	
1	OLD COURTHOUSE-MIRCO'S 1-2-3-4	
1	FAMILY COURTHOUSE BASEMENT MICRO'S 33-34-35	
2,000	REWIRE 4-ACCESS CONTROL DRS (2)-1ST FL-- (2)-BASEMENT (OLD FAMILY COURTHOUSE)	
1	FAMILY COURTHOUSE 2ND FL MICRO'S 75-76-77-78	
1	COUNTY COURTHOUSE BASEMENT-2ND FL MICRO 79-80	
1	NEW COURTHOUSE BASEMENT-MECH MICRO 65-66	
1	NEW COURTHOUSE 1ST FL MICRO 67-68	
1	NEW COURTHOUSE 2ND FL MICRO 69-70-74	
1	NEW COURTHOUSE 3RD FL MICRO 71-72-73	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$621,184.15
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$621,184.15
Installation Deposit Amount:	\$0.00

2. Annual Service Charge:

Annual Service Charge Amount	\$21,138.00
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$21,138.00

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Dave Brice

System Operation: Scope of work: a proposal to integrate an existing FCWIX server comprising of (23) Micro 5 panels, (296) readers utilizing 2RP and 8RP boards, (16) 20DI input boards and (10) 16DO output boards. The intent is to convert this site from FCWIX to Symmetry and then to merge it with the existing current Symmetry server and client work stations. Existing Symmetry Master Server is located in 2 S. Broad St. Woodbury NJ (County ADMIN Bldg). Complete Database for Sheriff Complex will be hand programmed into Existing Server as new. All Existing Readers, Panels and Duress Alarms shall be integrated into Symmetry Server and all devices shall be tested and labeled to properly identify each device operations. Old Database must be accessible and County shall provide access to all areas of panel and device locations. All work to be coordinated with the County for Courthouse/Room access during normal business hours. M-F 08:00am to 4:30pm daily. Major Work Delays and/or restricted/prohibited access to courtrooms and secured areas will result in Change Orders to recover from loss labor hours due to delays caused by "others". JCI will coordinate panel conversions based on areas of protection and best hours of access to transition from Old Server (Software-Panels) to New (Software-Panels). JCI will close out each sectioned panel conversion upon completion. Project will consist of a 11 Sections/Areas/Estimates to reflect the area of Protection and Software Licenses will be broken out from Master Agreement in order to close each job after completion under entire project is completed. Master Agreement reflect the entire project with Parts & Labor. JCI will run new Composite Cables to approx 4-Existing Access Control Doors that are not functioning properly. New Cables from Controller Panel (Basement to non operational doors) 2-1st fl. & 2-Basement.

Programming Info: Full System Programming.

Site Conditions: Mixture of Hard & Drop Ceiling Offices. County run facilities with State & Local Government services. Access to IT Rooms, Courtrooms, Secured Areas (Basements) and Reader Areas must be coordinated as per conversion schedule.

Existing Equipment: Casi Ruso Software & Micro 5 PXN Controller Panels and HID Readers.

Customer Expectations: M-F 08:00am to 4:30pm. Need to schedule all work through IT personnel and Requires Access Control Credentials to access properties.

Training Expectations: Full System Training Required.

General Comments: No Permitting Necessary.

Customer Responsibilities / Johnson Controls Exclusions: 110vac Power to all Access Control Equipment. Network IP Connections and Assignments for Central Communications to all Sites.

Documentation Needs: Job Completion Forms & Training.

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2. Communication Facilities. Intentionally left blank - Alarm Monitoring Services have not been purchased.

A.3.1 Basic Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Advanced Maintenance Service Plan ("Advanced Maintenance"). 1. If Advanced Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Advanced Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Advanced Maintenance service relates solely to the covered Equipment. 2. If Advanced Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Advanced Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Advanced Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Advanced Maintenance performed outside of these hours is subject to additional charges. Provision of Advanced Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

A.3.3 Precision Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). Intentionally left blank - Services have not been purchased.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9. Unattended Delivery - Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.12. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.13. Software Support Services. If Software Support Services ("SSS") are purchased they will be provided on licensed software titles expressly identified in this agreement, (the "Covered Software"). Support Conditions. SSS for Covered Software are subject to the following conditions ("Support Conditions"): (a) Johnson Controls' receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor ("Licensor"); (c) Customer's use of Covered Software is in accordance with the end user license agreement ("EULA") between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a "Problem"), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer's network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer's failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls' discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer's system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer ("OEM") and/or Licensor (collectively, also referred to as a "Johnson Controls Supplier") has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer's request, on a time and materials basis at Johnson Controls' then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services ("ESS") are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls' then-current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges ("Reinstatement Fee") at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.

A.14. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank - Lynx System/Services have not been purchased.

A.15. RFID Tracking System ("System"). Intentionally left blank - RFID Systems have not been purchased.

A.16. HID SEOS Mobile Credential Service ("Service"). If HID SEOS Mobile Credential Service is purchased, the following terms shall govern Customer's use of the Service and shall survive termination or expiration of the Agreement. 1. Johnson Controls will provide customer with the ability to utilize HID SEOS Mobile Credential Service in their physical access control environment. As used herein the term "Data" shall mean any data or information used/required by Customer to manage or run its access control system, including, but not limited to, information used to authenticate users and permit access to Customer's premises. To the extent that the "Service" to be provided include hosting, storage, management, or conversion of Customer Data, or (5) updates or upgrades to Customer's access control system software and/or associated data/database, Customer understands and agrees that (a) during performance of the Service, any Data converted into a format compatible with the database, or placed or stored within the database may be lost, damaged, or compromised; (b) Customer is responsible to take appropriate measures to protect the Data prior to receiving or using the Service, including, but not limited to, masking personally identifiable information and performing backups; (c) Johnson Controls will take reasonable technical, administrative and information security measures to protect the Data; and (d) Johnson Controls will not be held responsible or liable for any loss, damage, or claims arising from or out of the loss or compromise of any Data. 2. In connection with Customer's use of and Johnson Controls' provision of the Service, Customer, Johnson Controls, and/or Johnson Controls' Subcontractors, may transmit, record, store, provide and/or receive unencrypted Data ("Transmissions") via the Internet. Johnson Controls and/or its Subcontractors may store such Transmissions in off-shore facilities. Johnson Controls does not warrant the integrity, accuracy, confidentiality, or security of such Transmissions with regard to unauthorized use, disclosure, corruption, interception or otherwise (collectively, "Security Risks"). Customer hereby assumes and releases Johnson Controls of and from all Security Risks and any associated damages or liability arising out of or related to Data Transmissions and Data Security Risks. Customer is responsible for all Internet Service Provider and telecommunication charges incurred by Customer to facilitate Data Transmissions. 3. Customer acknowledges and agrees that Johnson Controls shall have no liability whatsoever for the content of the Transmissions or signals and/or data transmission failures regardless of (a) the cause of such transmission failure; (b) whether Johnson Controls had knowledge of or should have had knowledge of any such failure or the content of any such Transmissions; and/or (c) whether Customer has paid Johnson Controls for any such Services. Customer acknowledges that the use of radio frequencies, cellular devices, and wireless equipment may be regulated and controlled by the Federal Communications Commission and changes in rules, regulations and policies may necessitate Johnson Controls' discontinuance of any equipment, systems, or Services here under. The Customer agrees that the liability of any Johnson Controls third-party service/software provider ("Subcontractor"), including but not limited to any wireless service/equipment provider, is limited in accordance with, and such Subcontractor(s) may invoke, the provisions of this section. 4. THE CUSTOMER SHALL INDEMNIFY AND SAVE HARMLESS AND, AT ITS OWN COST AND EXPENSE, DEFEND JOHNSON CONTROLS FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES AND COSTS OR EXPENSE OF ANY KIND ARISING OUT OF OR FROM ANY DATA CONVERTED, STORED, HOSTED, OR TRANSMITTED BY, TO, OR FROM JOHNSON CONTROLS OR ITS SUBCONTRACTORS OR FOR ANY REASON OUT OF THE RELEASE, REPRODUCTION, CIRCULATION, PUBLICATION OR USE OF ANY SUCH DATA BY ANYONE, INCLUDING, BUT NOT LIMITED TO, CAUSES OF ACTION FOR IDENTITY THEFT, PERSONAL INJURY, FALSE ARREST, FALSE IMPRISONMENT, OR MALICIOUS PROSECUTION.

A.17. Customer For Life Program ("Service"). Intentionally left blank - Service has not been purchased.

A.18. Outdoor Radar Perimeter Protection. Intentionally left blank - System has not been purchased.

A.19. Self-Printing Service. Intentionally left blank - Service has not been purchased.

A.20. Audio Enabled Devices. Intentionally left blank - Equipment has not been purchased.

A.21. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.22. Automated Notification. Intentionally left blank - Services have not been purchased.

A.23. Remote Technical Services. Intentionally left blank - Services have not been purchased.

A.24. Anyvision Devices. Intentionally left blank - Equipment has not been purchased.

A.25. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.26. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the

equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank -- no CCTV/Video Equipment has been purchased.

8. New York City Fire System. Intentionally left blank -- covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided; (f) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (i) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1. Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls does not undertake and assumes no liability for such risk by providing the Equipment and/or Services. If Johnson Controls is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Failure to pay amounts when due is a material breach of this Agreement and shall give Johnson Controls, in addition to any other available remedies, the right to stop performing any Services and/or withhold further delivery of Equipment and other materials, terminate or suspend any software licenses, and/or terminate this Agreement and to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, Telecom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be

deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. JOHNSON CONTROLS ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, CYBER ATTACKS, VIRUSES, RANSOMWARE, FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS, DATA BREACHES, OR ANY CAUSES BEYOND THE CONTROL OF JOHNSON CONTROLS. JOHNSON CONTROLS WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL JOHNSON CONTROLS BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-D CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWCC-12256-A-4, RCE-33602, EEC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FAILV, 19385-SP-FAILV, 27353-SP-FAILV, 19718-SP-FAILV, 24191-SP-FAILV, 22850-SP-FAILV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC1710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft Worth, TX 76115 - Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.



COMMERCIAL SALES AGREEMENT

TOWN NO.
0021-SOUTHERN NJ

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-4VIRLBP

ADDITIONAL TERMS AND CONDITIONS

DATE: 3/19/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")

Paul Faiella
7852 Browning Rd,
Pennsauken, NJ 08109-4642
Tele. No. (609) 894-5346

Justice Complex Gloucester County
d/b/a:
("Customer")
Customer Billing Information
2 South Broad Street,
Woodbury, NJ 08096
Attn: David Brice
Tele. No.

Customer Premises Served
70 Hunter St,
Woodbury, NJ 08096
Attn:
Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC .

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Paul Faiella
Sales Representative Registration Number (if applicable): _____

CUSTOMER: COUNTY OF GLOUCESTER

Accepted By: _____
(Signature of Customer's Authorized Representative)

ROBERT M. DAMMINGER
FREEHOLDER DIRECTOR

Title: _____

Date Signed: _____

POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

New Jersey Law, provides that Gloucester County may not enter into a contract for more than \$17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. 19:44A-20.26 and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate "None"):

Date	Amount	Recipient's Name
None		

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Johnson Controls LLC Security Domain
Signed: Paul Faiella Title: Senior account rep
Print Name: Paul Faiella Date: 4/15/2020

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

N.J.S.A. 19:44A-20.26 Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. 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. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

“business entity” means a 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; and

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

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: Johnson Controls LLC Security Domain
Signed: Paul Faiella Title: Senior account rep
Print Name: Paul Faiella Date: 4/15/2020

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.	20-03071

SHIP TO	GLOUC. CO I.T DEPARTMENT
	2 SOUTH BROAD STREET
	WOODBURY, NJ 08096
	ATTN: DAVID BRICE

ORDER DATE: 04/15/20
REQUISITION NO: R0-16537
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

VENDOR	VENDOR #: JOHNSONC
	JOHNSON CONTROLS
	ATTN: MR. PAUL FAIELLA
	7852 BROWNING ROAD PENNSAUKEN, NJ 08109-4642

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	JUSTICE COMPLEX AMAG CONVERSI HARDWARE/SOFTWARE CONVERSION OF LEGACY DOOR ACCESS CONTROL SYSTEM (GE FACILITY COMMANDER WINX). NEW SOFTWARE PLATFORM IS AMAG SYMMETRY ENTERPRISE. THE FOLLOWING BUILDINGS ARE TO BE CONVERTED: 2 SOUTH BROAD STREET, 1 NORTH BROAD STREET, 24-70 HUNTER STREET JUSTICE COMPLEX. TO INCLUDE:(232) READER LICENSE ADD-ON (30) MICRO 5 RETRO KITS (30) 8 F/2F READER CONTROLLERS (22) SR 2 READER CONTROLLERS INCLUDES OCH READERS, OCH SURROGATE READERS, 2 SOUTH READERS INCLUDING REWIRE OF 4 ACCESS CONTROL DOORS OF LESLIE BLDG., ENTIRE NEW JUSTICE FACILITY MICROS, PANIC, CAMERA INPUTS. ALL PROGRAMMING AND DEBUGGING OF OLD DATA TO NEW SERVER. PLEASE RETURN PAPERWORK TO DAVID BRICE	C-04-20-017-140-17202 Replace Network Door Locks - IT	621,184.1500	621,184.15
			TOTAL	621,184.15

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	VENDOR SIGN HERE	DATE		 TREASURER / CFO	
	TAX ID NO. OR SOCIAL SECURITY NO.	DATE			
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS			DEPARTMENT HEAD	DATE	QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING A CONTRACT AND SALES AGREEMENT
WITH JOHNSON CONTROLS SECURITY SOLUTIONS LLC FROM
MAY 13, 2020 TO MAY 12, 2021 FOR \$28,936.76**

WHEREAS, the County of Gloucester has a security access control system in place at several County facilities, and five (5) additional doors must be added to the access system at the Shady Lane Complex; and

WHEREAS, the existing security access control equipment was installed in 2006 by ADT Security Systems, Inc. (hereafter known as Tyco Integrated Security, LLC) and now known as Johnson Controls Security Solutions LLC of 7852 Browning Road, Pennsauken, NJ 08109-4642; and

WHEREAS, the age of the equipment places it in legacy status and service has become limited to the installer, and 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 contract is for estimated units of service and is open-ended, which does not obligate the County to make any purchase or engage any service 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 Director of the Board be and is hereby authorized to execute and the Clerk of the Board is authorized to attest to, a Contract and Service Agreement with Johnson Controls Security Solutions LLC for the purchase and installation of five (5) additional doors to be added to the security access system at Shady Lane as set forth in the Agreement, from May 13, 2020 to May 12, 2021 in an amount not to exceed \$28,936.76; and

BE IT FURTHER RESOLVED 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 purchase or service and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
JOHNSON CONTROLS SECURITY SOLUTIONS, LLC**

THIS CONTRACT is made effective the 13th day of **May, 2020**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **JOHNSON CONTROLS SECURITY SOLUTIONS LLC** with offices at 7852 Browning Road, Pennsauken, NJ 08109-4642, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has a need for adding five (5) doors into the AMAG security access door-lock entry systems previously installed in 2006 by ADT Security Systems, Inc., (thereafter known as Tyco Integrated Security, LLC), for specified County buildings and facilities referred to below:

WHEREAS, the age of the equipment now places it in legacy status and service has become limited to the installer, and 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 contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and pursuant to N.J.S.A. 19:44A-20.4 et seq. the contractor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, Contractor represents that it has the necessary equipment, 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**. The contract shall be for the period of one (1) year from May 13, 2020 to May 12, 2021.
2. **COMPENSATION**. The Contractor shall be compensated in a total amount not to exceed \$28,936.76.

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 agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered. Contractor shall be paid in accordance with this Contract document within 30 days upon date 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.** Contractor shall provide installation of five (5) additional doors to the County's security access door-lock entry systems at the Shady Lane Complex as set forth in Contractor's Quote No. 1-50C4F62, with Commercial Sales Agreement/Scope of Work dated April 3, 2020 annexed hereto and incorporated herein.

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

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all 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.

b. The Contractor 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 vendor'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, 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 County Bid Specifications or Requests for Proposal, 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 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 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 affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor

subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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 carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County.

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. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that either party is

prevented from performing this Contract by circumstances beyond its control, then any obligations owing such party to the other party shall be suspended without liability for the period during which the party is so prevented.

12. **NON-WAIVER.** The failure by either party to enforce any particular provision of this Contract, or to act upon a breach of this Contract, the other party 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 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.

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

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

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

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

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

20. **CONTRACT PARTS.** This Contract consists of this document and the Contractor's Scope of Work and Commercial Sales Agreements dated April 3, 2020. Should there occur a conflict in the documents identified above, then this Contract shall prevail.

THIS CONTRACT is effective as of the **13^h** day of **May, 2020**.

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:

**JOHNSON CONTROLS SECURITY
SOLUTIONS LLC**

**By:
Title:**

POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

New Jersey Law, provides that Gloucester County may not enter into a contract for more than \$17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. 19:44A-20.26 and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate "None"):

Date	Amount	Recipient's Name
None		

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Johnson Controls LLC Security Domain
Signed: Paul Faiella Title: Senior account rep
Print Name: Paul Faiella Date: 4/15/2020

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

N.J.S.A. 19:44A-20.26 Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. 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. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

“business entity” means a 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; and

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

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: Johnson Controls LLC Security Domain
Signed: Paul Faiella Title: Senior account rep
Print Name: Paul Faiella Date: 4/15/2020

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.



COMMERCIAL SALES AGREEMENT

TOWN NO.
0021-SOUTHERN NJ

CUSTOMER NO.
102126360

JOB NO.

PO NO.

ESTIMATE NO.
1-50C4F62

DATE: 4/13/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")
Paul Faiella
7652 Browning Rd,
Pennsauken, NJ 08109-4642
Tele. No. (609) 894-5346

County of Gloucester
d/b/a:
("Customer")
Customer Billing Information
2 S Broad St Admin Bldg-Server,
Woodbury, NJ 08096
Attn: James R Cross
Tele. No.

Customer Premises Served
254 County House Rd,
Clarksboro, NJ 08020
Attn:
Tele. No. (856) 251-6750

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
- (b) Scope of Work / Schedule(s) of Protection
- (c) Terms and Conditions
- (d) Additional Terms and Conditions
- (e) State Specific Forms, if applicable (e.g., local permit applications)
- (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES: Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the installation charge deposit ("Installation Charge Deposit"), if any, set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and the Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges per annum set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION (the "Annual Service Charges"), payable in advance Quarterly plus applicable Taxes for 0 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and may increase prices upon notice to customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full. Invoices are payable on or before the payment due date specified in the invoice. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. All other amounts remain due as specified in the invoice. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Paul Falella
Sales Representative Registration Number (if applicable): _____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL
HERE _____

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____

[Remainder of Page Left Intentionally Blank]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0021-SOUTHERN NJ

CUSTOMER NO.
102128360

JOB NO.

PO NO.

ESTIMATE NO.
1-50C4F62

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. **SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"):** Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. **Ownership of System and/or Equipment:** Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. **Services to be Provided ("Services")**

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	No Service Selected
Video Equipment:	No Service Selected
Maintenance Service Plan; Preventive Maintenance/Inspection:	Advanced Maintenance PROVIDED / Inspections NOT PROVIDED
Additional Services:	Access Control

C. **Equipment to be Installed ("Equipment"):** Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	SYMMETRY SR POWER/COMMS CONTROLLER - PROVIDES SERIAL INTERFACE. REQUIRES SR-DBU	
1	SYMMETRY SR DATABASE CONTROLLER - ONBOARD 10-100 ETHERNET. REQUIRES SR-PCU	
1	Pwr Supply 3amp, 110VAC-12VDC, No Battery Backup (UL listed)	
1	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	
3	SYMMETRY SR 2 READER CONTROLLER - 5V OR 12V WIEGAND OR F2/F READERS	
1	SYMMETRY SR 20 AUXILIARY DIGITAL INPUT CONTROLLER	
1	SYMMETRY SR 16 AUXILIARY RELAY OUTPUT CONTROLLER (8 RELAYS FIXED ARE "NORMALLY	
1	SYMMETRY ENTERPRISE 8 READER LICENSE ADD-ON	
5	SCHLAGE MULTI-TECH MULLION PIV READER - (BLACK) READS 125KHZ. PROX & 13.56MHZ C	
500	Composite Access 18/6c + 18/4c + 22/4c + 16/2c, STR, Shielded, CMP, Plenum, Yellow, 500' Reel	
1	Power Supply / Charger- 12VDC @ 4 Amp or 24VDC @ 3 Amp UL Listed. Burg (UL603) Fire (UL 1481) Acces	
1	JCI program 5 doors at the customer site and main HQ site	
1	Electric strike provided by the customer NOT included	
1	Permit provided by the Customer NOT included	
1	Customer panel #15 slots for 3 readers	
1	1 new boards included for additional 2 doors and 5 readers	
20	Conduit	
5	REX PIR Motion detector. black	
5	SURFACE MOUNT MINIATURE SELF-ADHESIVE CONTACT W/WIRE LEADS CLOSED LOOP WHITE CLO	

D. **CHARGES AND ESTIMATED TAX:**

1. **Installation Charge:**

Installation Charge Amount	\$28,936.76
* Estimated Tax(es):	\$0.00

TOTAL INSTALLATION CHARGE:	\$28,936.76
Installation Deposit Amount:	\$0.00

2. Annual Service Charge:

Annual Service Charge Amount	\$1,198.00
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$1,198.00

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: David S Brice Information Technology Department (856) 251-6750 (Office) (856) 251-6759 (Fax) dbrice@co.gloucester.nj.us

System Operation: JCI is adding onto the customer existing Amag site for 5 more doors. Currently, panel 15 has 3 available ports to accommodate 3 doors (i.e. 15-01-1-1, 15-01-2-1, and 15-01-3-2) The customer will provide all of the locks and the hardware for the doors, and the permits, this is NOT included AHJ inspections is NOT included Cards are NOT included any additional license are NOT included JCI will run all of the wire, terminate the readers and program the door schedule. JCI to Program the 5 new doors and schedules will need two techs one at the main HQ on 2 North Broad and the other at the actual site JCI will provide a new panel to accommodate the 2 doors that cannot be tied into the existing panels, power supply, readers, REX, reader licenses and contacts included Any additional requirements out of scope of work will be done at additional cost and any additional requirements given by the AHJ will be done at additional cost to the customer - Customer to provide access to the building and location during JCI normal working hours 8am- 4pm Monday thru Friday

Programming Info: JCI to Program the 5 new doors and schedules will need two techs one at the main HQ on 2 North Broad and the other at the actual site

Site Conditions: Mixture of Drop & Hard Ceiling.

Existing Equipment: Existing AMAG

Customer Expectations: Work to be done M-F 08:00- 4:30pm

Training Expectations: Only if needed at the time of install

General Comments: Permit and all locks and hardware are provided by the customer

Customer Responsibilities / Johnson Controls Exclusions: 110vac Electric, Access to all areas and Network IT Communication & Network Assignment

Documentation Needs: Job Completion Forms

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS
V. Customer and Johnson Controls agree as follows:
A. Services.
A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.
A.2. Communication Facilities. Intentionally left blank - Alarm Monitoring Services have not been purchased.
A.3.1 Basic Maintenance Service Plan. Intentionally left blank - Services have not been purchased.
A.3.2 Advanced Maintenance Service Plan ("Advanced Maintenance"). 1. If Advanced Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Advanced Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Advanced Maintenance service relates solely to the covered Equipment. 2. If Advanced Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Advanced Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Advanced Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Advanced Maintenance performed outside of these hours is subject to additional charges. Provision of Advanced Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").
A.3.3 Precision Maintenance Service Plan. Intentionally left blank - Services have not been purchased.
A.4. Testing/Inspections Service ("T/I"). Intentionally left blank - Services have not been purchased.
A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.
A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.
A.6.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.
A.6.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.
A.6.3. Video Escort. Intentionally left blank - Services have not been purchased.
A.6.4. Video Assist. Intentionally left blank - Services have not been purchased.
A.6.5. Video Audit. Intentionally left blank - Services have not been purchased.
A.6.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.
A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.
A.6.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.
A.6.9. Unattended Delivery - Live Video Monitoring of Process. Intentionally left blank - Services have not been purchased.
A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.
A.10. Hosted Access. Intentionally left blank - Services have not been purchased.
A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.
A.12. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.
A.12. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.
A.13. Software Support Services. If Software Support Services ("SSS") are purchased they will be provided on licensed software titles expressly identified in this agreement, (the "Covered Software"). Support Conditions. SSS for Covered Software are subject to the following conditions ("Support Conditions"): (a) Johnson Controls' receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor ("Licensor"); (c) Customer's use of Covered Software is in accordance with the end user license agreement ("EULA") between Customer and Licensor, if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a "Problem"), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer's network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer's failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls' discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer's system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer ("OEM") and/or Licensor (collectively, also referred to as an "Johnson Controls Supplier") has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer's request, on a time and materials basis at Johnson Controls' then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services ("ESS") are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls' then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges ("Reinstatement Fee") at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.

A.14. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank -- Lynx System/Services have not been purchased.

A.15. RFID Tracking System ("System"). Intentionally left blank -- RFID Systems have not been purchased.

A.16. HID SEOS Mobile Credential Service ("Service"). If HID SEOS Mobile Credential Service is purchased, the following terms shall govern Customer's use of the Service and shall survive termination or expiration of the Agreement. 1. Johnson Controls will provide customer with the ability to utilize HID SEOS Mobile Credential Service in their physical access control environment. As used herein the term "Data" shall mean any data or information used/required by Customer to manage or run its access control system, including, but not limited to, information used to authenticate users and permit access to Customer's premises. To the extent that the "Service" to be provided include hosting, storage, management, or conversion of Customer Data, or (5) updates or upgrades to Customer's access control system software and/or associated data/database, Customer understands and agrees that (a) during performance of the Service, any Data converted into a format compatible with the database, or placed or stored within the database may be lost, damaged, or compromised; (b) Customer is responsible to take appropriate measures to protect the Data prior to receiving or using the Service, including, but not limited to, masking personally identifiable information and performing backups; (c) Johnson Controls will take reasonable technical, administrative and information security measures to protect the Data; and (d) Johnson Controls will not be held responsible or liable for any loss, damage, or claims arising from or out of the loss or compromise of any Data. 2. In connection with Customer's use of and Johnson Controls' provision of the Service, Customer, Johnson Controls, and/or Johnson Controls' Subcontractors, may transmit, record, store, provide and/or receive unencrypted Data ("Transmissions") via the Internet. Johnson Controls and/or its Subcontractors may store such Transmissions in off-shore facilities. Johnson Controls does not warrant the integrity, accuracy, confidentiality, or security of such Transmissions with regard to unauthorized use, disclosure, corruption, interception or otherwise (collectively, "Security Risks"). Customer hereby assumes and releases Johnson Controls of and from all Security Risks and any associated damages or liability arising out of or related to Data Transmissions and Data Security Risks. Customer is responsible for all Internet Service Provider and telecommunication charges incurred by Customer to facilitate Data Transmissions. 3. Customer acknowledges and agrees that Johnson Controls shall have no liability whatsoever for the content of the Transmissions or signals and/or data transmission failures regardless of (a) the cause of such transmission failure; (b) whether Johnson Controls had knowledge of or should have had knowledge of any such failure or the content of any such Transmissions; and/or (c) whether Customer has paid Johnson Controls for any such Services. Customer acknowledges that the use of radio frequencies, cellular devices, and wireless equipment may be regulated and controlled by the Federal Communications Commission and changes in rules, regulations and policies may necessitate Johnson Controls' discontinuance of any equipment, systems, or Services here under. The Customer agrees that the liability of any Johnson Controls third-party service/software provider ("Subcontractor"), including but not limited to any wireless service/equipment provider, is limited in accordance with, and such Subcontractor(s) may invoke, the provisions of this section. 4. THE CUSTOMER SHALL INDEMNIFY AND SAVE HARMLESS AND, AT ITS OWN COST AND EXPENSE, DEFEND JOHNSON CONTROLS FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES AND COSTS OR EXPENSE OF ANY KIND ARISING OUT OF OR FROM ANY DATA CONVERTED, STORED, HOSTED, OR TRANSMITTED BY, TO, OR FROM JOHNSON CONTROLS OR ITS SUBCONTRACTORS OR FOR ANY REASON OUT OF THE RELEASE, REPRODUCTION, CIRCULATION, PUBLICATION OR USE OF ANY SUCH DATA BY ANYONE, INCLUDING, BUT NOT LIMITED TO, CAUSES OF ACTION FOR IDENTITY THEFT, PERSONAL INJURY, FALSE ARREST, FALSE IMPRISONMENT, OR MALICIOUS PROSECUTION.

A.17. Customer For Life Program ("Service"). Intentionally left blank -- Service has not been purchased.

A.18. Outdoor Radar Perimeter Protection. Intentionally left blank -- System has not been purchased.

A.19. Self-Printing Service. Intentionally left blank -- Service has not been purchased.

A.20. Audio Enabled Devices. Intentionally left blank -- Equipment has not been purchased.

A.21. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.22. Automated Notification. Intentionally left blank - Services have not been purchased.

A.23. Remote Technical Services. Intentionally left blank - Services have not been purchased.

A.24. Anyvision Devices. Intentionally left blank -- Equipment has not been purchased.

A.25. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating Instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to

intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the Internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank -- no CCTV/Video Equipment has been purchased.

8. New York City Fire System. Intentionally left blank -- covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1. Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls does not undertake and assumes no liability for such risk by providing the Equipment and/or Services. If Johnson Controls is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Failure to pay amounts when due is a material breach of this Agreement and shall give Johnson Controls, in addition to any other available remedies, the right to stop performing any Services and/or withhold further delivery of Equipment and other materials, terminate or suspend any software licenses, and/or terminate this Agreement and to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such

separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. JOHNSON CONTROLS ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, CYBER ATTACKS, VIRUSES, RANSOMWARE, FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS, DATA BREACHES, OR ANY CAUSES BEYOND THE CONTROL OF JOHNSON CONTROLS. JOHNSON CONTROLS WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL JOHNSON CONTROLS BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12255-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FALV, 19385-SP-FALV, 27353-SP-FALV, 19718-SP-FALV, 24191-SP-FALV, 22850-SP-FALV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E15782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number: PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 - Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 52nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.



COMMERCIAL SALES AGREEMENT

TOWN NO.
0021-SOUTHERN NJ

CUSTOMER NO.
102128360

JOB NO.

PO NO.

ESTIMATE NO.
1-50C4F62

ADDITIONAL TERMS AND CONDITIONS

DATE: 4/13/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")

Paul Faiella
7852 Browning Rd,
Pennsauken, NJ 08109-4642
Tele. No. (609) 894-5346

County of Gloucester
d/b/a:
("Customer")

Customer Billing Information
2 S Broad St Admin Bldg-Server,
Woodbury, NJ 08096
Attn: James R Cross
Tele. No.

Customer Premises Served
254 County House Rd,
Clarksboro, NJ 08020
Attn:
Tele. No. (856) 251-6750

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Paul Faiella
Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____

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. 20-03072

ORDER DATE: 04/15/20
REQUISITION NO: R0-16536
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SHIP TO
GLOUC. CO I.T DEPARTMENT
2 SOUTH BROAD STREET
WOODBURY, NJ 08096
ATTN: DAVID BRICE

VENDOR
VENDOR #: JOHNSONC
JOHNSON CONTROLS
ATTN: MR. PAUL FAIELLA
7852 BROWNING ROAD
PENNSAUKEN, NJ 08109-4642

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	SHADY LANE NARCOTICS ADD-ON (5) ADDITIONAL DOORS TO BE ADDED DOOR LOCK ADD ON TO EXISTING AMAG SECURITY SYSTEM. POWER SUPPLY, DATABASE CONTROLLER, READER BOARD, BATTERY, INPUT CONTROLLER, RELAY,8 READER LICENSE ADD ON, (5) SCHLAGE MULTI TECH MULLION REDER, 500FT WIRE, PROGRMMING, CONDUIT, REX MOTION 2 DOORS TO BE ADDED ON TO EXISTING MICRO, NEW MICRO FOR 3 NEW DOORS. QUOTE NO. 1-50C4F622 APPROVED CAPTIAL 2020 PLEASE RETURN PAPERWORK TO DAVID BRICE	C-04-20-017-140-17257 Door Locks - Prosecutor	28,936.7600	28,936.76
			TOTAL	28,936.76

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 VENDOR SIGN HERE DATE		 TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO. DATE	DEPARTMENT HEAD DATE	QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

A-4

RESOLUTION AUTHORIZING AN EMERGENCY PURCHASE PURSUANT TO N.J.S.A. 40A:11-6 FROM CMS COMMUNICATIONS FOR \$26,050.00

WHEREAS, an emergency has arisen for materials necessary due to the current COVID-19 pandemic, and

WHEREAS, an emergency purchase pursuant to N.J.S.A. 40A:11-6 may be awarded without advertisement for bids or bidding in that an emergency affecting the health and public safety requires immediate performance or service; and

WHEREAS, the Director of the County's I.T. Department has certified said emergency pursuant to N.J.S.A. 40A:11-6, for the purchase 25 Cisco 892FSF Routers for the transmission of Covid-19 reports that involve sensitive information to be transferred between the County, EMS, State Police and Municipal Police Departments, from CMS Communications of 722 Goddard Avenue, Chesterfield, MO 63005, for a total amount of \$26,050.00; and

WHEREAS, the certification of Request for an Emergency Purchase is attached to the original of this resolution, a copy of which is on file in the Office of the Clerk of the Board; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to CAF No. 20-03648, which amount shall be charged against budget line item 0-01-35-470-001-20208.

NOW, THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that an emergency purchase pursuant to N.J.S.A. 40A:11-6 from CMS Communications for a total amount of \$26,050.00 is hereby authorized and approved.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES**

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN: Emergency Manangement/ information Technology
(NAME OF DEPARTMENT)

2. THIS EMERGENCY OCCURRED ON: 4-6-2020
(DATE)

3. THE NATURE OF THE EMERGENCY IS:

Covid reports involving sensitive information transferred bewteen county, EMS, state, and police departments lacks sufficient encryption methods.
Currently, there does not exist a secure encryption method of data sharing, which is a potential liability of HIPA requirements. With the replacement
of the currently utilized aged routers a secure tunnel can be created for the exchanging of sensitive documents.

4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.

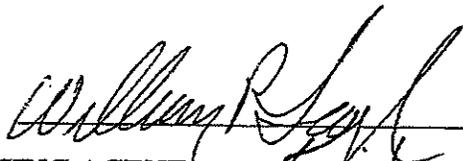
5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.

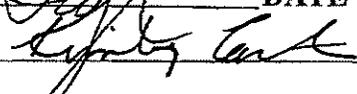
Current transmission has limited data encryption which has potential to expose social security number, addresses, telephone numbers,
patient medical history, and current medical dispostions including cause of death.

6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION # R0-07158 THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$ \$26,050

7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.

8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

DEPARTMENT HEAD  DATE 5-5-20

QUALIFIED PURCHASING AGENT 

APPROVED BY COUNTY ADMINISTRATOR _____

David S Brice
 Information Technology
 2 South Broad Street
 Woodbury, NJ 08096
 (856) 251-6750
 (856) 251-6759 (fax)



DATE: 4/30/2020
 ASSIGNED TO: Tyronne Davis
 800-238-3419
 tdavis@cmssc.com

MANUFACTURER PART #	DESCRIPTION	QTY	UNIT PRICE	DISCOUNT	EST. AMT.	TOTAL COST	LEAD TIME	CONDITION	
C892FSP-K9	Cisco 892FSP - Router - 8-port switch - Gige - WAN ports: 2	25	\$2,083.91	50%	\$1,042.00	\$26,050.00	10-14 Days	NEW	
	Free Ground Shipping & Handling								
	CMS Communications 1 Year Hardware and Technical Phone Support Warranty								
TOTAL COST							\$26,050.00		

NEW = "New In Box", has never been in production, in original packaging
 NOB = "New Opened Box", has never been in production, original box, packaging seal has been broken.
 CMS Refurb = "CMS Refurbished", indicating that the product has been cleaned, tested, and re-packaged by CMS Communications
 Mtg Refurb = "Factory Refurbished", indicating that the product has been tested, refurbished, and authorized by Original Manufacturer

*Optional Lifetime Warranty: CMS warrants to the original End User purchaser that its Lifetime Assurance products will be materially free from defects in material under normal use and service for as long as the original End User owns the product, or for seven (7) years after the manufacturer discontinues such product, whichever is sooner.

- ** This quote is Proprietary and is ONLY intended for the End User noted on this quote. This quote is not to be forwarded or shared with other vendors, sales reps or manufacturers.
- ** Violation of this policy will VOID any and all CMS Communication warranties in addition to the ability to return to CMS the products listed on this quote.
- ** CMS Refurbished equipment comes with applicable Operating Software (i.e. Cisco IOS). The manufacturer may require re-licensing of the Software (ROS) which is the responsibility of the End User.
- ** All sales are final. No returns without written approval from CMS Communications.
- ** Non-Defective Hardware under support contracts may not be eligible for return.
- ** Non-Defective Hardware may not be eligible for return after 30 days.
- ** Non-Defective Hardware not in the same condition, e.g. New In Box (NEW) hardware that has been opened may not be eligible for return and/or will be subject to a restocking fee.
- ** All Software, Licenses and Support contracts are Non-Returnable, Non-Refundable and Non-Transferable
- ** Special order items or custom items are non-returnable, non-refundable
- ** Restocking amounts are subject to the conditions of the return.

Pricing does not include sales tax
 Delivery schedule is based on availability at time of order

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.	20-03648

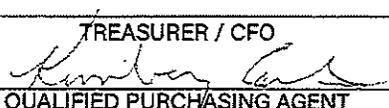
SHIP TO	GLOUC. CO I.T. DEPT. -CLAYTON
	1200 N. DELSEA DR.
	CLAYTON, NJ 08312
	ATTN. SAL PELLERITO

ORDER DATE: 05/05/20
REQUISITION NO: R0-17158
DELIVERY DATE: 05/05/20
STATE CONTRACT: QUOTES ATTACHED
ACCOUNT NUM:

VENDOR	VENDOR #: CMSC0005
	CMS COMMUNICATIONS
	722 GODDARD AVE
	CHESTERFIELD, MO 63005

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
25.00	(25) CISCO 892FSF ROUTER CISCO ISR C892FSP ROUTER-8 PORT REPLACES 1841 ROUTERS MFPN: C892FSP-K9 QTY. 25 LOWEST QUOTE EMERGENCY FOR COVID-19 PLEASE RETURN PAPERWORK TO DAVID BRICE	0-01-35-470-001-20208 COVID-19 Emergency Funds	1,042.0000	26,050.00
			TOTAL	26,050.00

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					
<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">X</td> <td></td> </tr> <tr> <td>VENDOR SIGN HERE</td> <td>DATE</td> </tr> <tr> <td>TAX ID NO. OR SOCIAL SECURITY NO.</td> <td>DATE</td> </tr> </table>	X			VENDOR SIGN HERE	DATE	TAX ID NO. OR SOCIAL SECURITY NO.	DATE
X							
VENDOR SIGN HERE	DATE						
TAX ID NO. OR SOCIAL SECURITY NO.	DATE						
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	DEPARTMENT HEAD	DATE					
		TREASURER / CFO  QUALIFIED PURCHASING AGENT					

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT
WITH REMINGTON & VERNICK ENGINEERS**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on April 17, 2019 authorizing the award of RFP #19-020, from January 1, 2019 to December 31, 2019; and

WHEREAS, a contract was awarded to Remington & Vernick Engineers, in an amount not to exceed \$155,000.00, pursuant to the proposal submitted for RFP#19-020; and

WHEREAS, an amendment to this Contract is necessary to authorize an increase of \$5,565.50 to the contract amount, resulting in an amount not to exceed \$160,565.50, for additional unforeseen professional services related to Tax Map/GIS Enterprise review and uploading of datasets, coordinating with GIS Staff; 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 Remington & Vernick Engineers by \$5,565.50, resulting in a contract amount not to exceed \$160,565.50, from January 1, 2019 to December 31, 2019.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**AMENDMENT TO CONTRACT
BETWEEN
REMINGTON & VERNICK ENGINEERS
AND
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 17th day of April, 2019, by and between **Remington & Vernick Engineers**, with offices at 232 Kings Highway East, Haddonfield, NJ 08033, 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 due to additional unforeseen professional services related to Tax Map/GIS Enterprise review and uploading of datasets, coordinating with GIS Staff.

Therefore, the Contract is amended to increase the contract amount by \$5,656.50, resulting in an amount not to exceed \$160,656.50, from January 1, 2019 to December 31, 2019.

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 _____, 2020.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

REMINGTON & VERNICK ENGINEERS

**By:
Title:**

**RESOLUTION AUTHORIZING EXTENSION OF A CONTRACT WITH PATRIOT
ROOFING, INC. FROM MAY 16, 2020 TO MAY 15, 2022
FOR AN AMOUNT NOT TO EXCEED \$200,000.00 PER YEAR**

WHEREAS, the County of Gloucester originally entered into a Contract on June 6, 2018 with Patriot Roofing, Inc. with offices at 2083 Jacksonville-Jobstown Road, Jobstown, New Jersey 08041, for the supply and delivery of all labor and material for roofing maintenance and repair for various County buildings, as per PD-18-023, which Contract provided the County with the option to extend for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County's Department of Buildings and Grounds has recommended exercising the option to extend the Contract for the two-year period from May 16, 2020 to May 15, 2022, for an amount not to exceed \$200,000.00 per year; and

WHEREAS, this Contract extension is for estimated units of services to be utilized on an as-needed basis, and is, therefore, open-ended which does not obligate the County to make any purchase; no Certificate of Availability of Funds is required at this time. Continuation of this extension beyond December 31, 2020 is conditioned upon approval of the 2021 Gloucester County budget; and

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the Contract with Patriot Roofing, Inc. for the supply and delivery of all labor and material for roofing maintenance and repair for various County buildings, from May 16, 2020 to May 15, 2022, in an amount not to exceed \$200,000.00 per year, as per PD-18-023, and that the County's Qualified Purchasing Agent is hereby directed to inform Contractor of the extension; and

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

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**Bid Opening 04/26/2018 10:00am
SPECIFICATIONS AND PROPOSAL FORM FOR
ROOFING MAINTENANCE AND REPAIR OF
COUNTY OWNED BUILDINGS**

VENDOR:
Patriot Roofing, Inc.
2083 Jacksonville-Jobstown Rd
Jobstown, NJ 08041
Daniel Reilly, V.P.
609-723-6688
609-723-6867

VENDOR:
D.A. Nolt, Inc.
53 Cross Keys Road
Berlin, NJ 08009
Rich O'Brien, Vice President
856-753-9333
856-753-4963 - Fax

ITEM DESCRIPTION

1. HOURLY RATE: \$115.00

\$130.00

The above rate includes trucks and tools and will be charged port to port with a minimum of 4 hours.

None

This is a 2 year contract with one (1) two (2) year extension or two (2) one (1) year extensions.

Will you extend your prices to local government entities within the County

No

No

Bid specifications sent to:

DBS Services
HSE Contractors
Construction Journal
Bidnet
Orvia
MAK Group, LLC

ConstructConnect
Construction Information Systems
Prime Vendor
Deltak
Dodge Data & Analytics

Based upon the bids received, I recommend Patriot Roofing, Inc., be awarded the contract as the lowest, responsive, responsible bidder.

Sincerely,

Peter Mercanti
Purchasing Director

**RESOLUTION AUTHORIZING A CONTRACT WITH A.C. SHULTES, INC.
FROM MAY 13, 2020 TO MAY 12, 2022 IN AN AMOUNT
NOT TO EXCEED \$60,000.00 PER YEAR**

WHEREAS, the County of Gloucester advertised for bids for the repair, maintenance and replacement of pumps in various County buildings, as per PD-20-006, which were received and opened in public on February 12, 2020; and

WHEREAS, after following proper bidding procedure it was determined that A.C. Shultes, Inc. of 664 S. Evergreen Avenue, Woodbury Heights, NJ 08097 was the lowest responsive and responsible bidder in an amount not to exceed \$60,000.00 per year, from May 13, 2020 to May 12, 2022; and

WHEREAS, the contract shall be for estimated units of service and/or purchases on an as-needed basis, and is therefore open-ended, which does not obligate the County to make any minimum purchase, so that 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 to attest to, a contract with A.C. Shultes, Inc. for the repair, maintenance and replacement of pumps in various County buildings, as per PD-20-006, in an amount not to exceed \$60,000.00 per year from May 13, 2020 to May 12, 2022, with the County having the option to extend the contract for one (1) two-year period or two (2) one-year periods; and

BE IT FURTHER RESOLVED 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 purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
A.C. SCHULTES, INC.**

THIS CONTRACT is made effective the 13th day of May, 2020 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 S. Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **A.C. SCHULTES, INC.**, located at 664 S. Evergreen Avenue, Woodbury Heights, New Jersey 08097 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the repair, maintenance and replacement of pumps at various County buildings, as per PD-20-006; and

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

TERMS OF AGREEMENT

1. **CONTRACT TERM.** Contract shall be for the two (2) year period from May 13, 2020 to May 12, 2022, and may be extended for one (1) two (2) year term, or two (2) one (1) year terms at the sole discretion of the County.

2. **COMPENSATION.** Contractor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 20-006, in an amount not to exceed \$60,000.00 per year.

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

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.** Contractor will supply all labor services for the for the repair, maintenance and replacement of pumps at various County facilities, per specifications identified as PD 20-006, which is incorporated by reference 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 this Contract to comply with, all of the requirements of the bid documents. Should there occur a conflict between this form of Contract and the bid documents, the bid documents shall prevail.

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

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. 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. 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.

Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of 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.

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 Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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.

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 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 Bid Specifications identified as PD 20-006, 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 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, Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if 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 Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by 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 County to Contractor. If the Contract is terminated by County as provided herein, Contractor will be paid for the services rendered to the time of termination.

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent 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 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 County and no obligation on County's part to the assignee shall arise, unless County shall elect to

accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any 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 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 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. Contractor's liability under this Contract shall continue after the termination of this Agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a Certificate of Insurance, verifying that said insurance is and will be in effect during the term of this Contract. 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 County with copies of Certificates of Insurance as the Certificates may be renewed during that period of time.

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

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

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 Gloucester 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 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.

County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that County shall determine that all or some portion of the payment should be withheld, County shall notify 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 next 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 for any dispute for which mediation is available, it shall be demanded consistent with County's provisions concerning Alternative Dispute Resolution for Contracts to which N.J.S.A. 40A:11-50 is applicable. [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.]

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 (2) 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 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. 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 any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

20. **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.

21. **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.

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD-20-006, and the bidder's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 13th day of May, 2020.

IN WITNESS WHEREOF, 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 Contractor has caused this instrument to be signed by its properly authorized representative, witnessed and its corporate seal, if applicable, affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

A.C. SHULTES, INC.

AUGUST SCHULTES, IV, PRESIDENT

**RESOLUTION AUTHORIZING A CONTRACT WITH CORE MECHANICAL, INC.,
FOR \$34,408.00 FROM MAY 13, 2020 TO AUGUST 5, 2020**

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for material, labor and installation for three (3) exhaust fans and three (3) louver sets at the Mantua Garage as per bid specifications PD-20-013; and

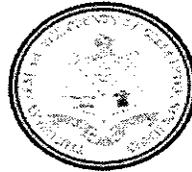
WHEREAS, bids were publicly received and opened on April 9, 2020; and

WHEREAS, after following proper bidding procedure, it was determined that Core Mechanical, Inc. located at 7905 Browning Road, Suite 110, Pennsauken, NJ 08109 was the lowest responsive and responsible bidder; and

WHEREAS, the Treasurer has certified the availability of funds for the amount of \$34,408.00 pursuant to C.A.F. #20-03281 which amount shall be charged against budget line item C-04-18-018-310-18204.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board is authorized to attest to the award of a Contract with Core Mechanical, Inc., for \$34,408.00 for material, labor and installation for three (3) exhaust fans and three (3) louver sets at the Mantua Garage as per bid specifications PD-20-013, from May 13, 2020 to August 5, 2020.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 13, 2020, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
CORE MECHANICAL, INC.**

THIS CONTRACT is made effective the 13th day of May, 2020, 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 **CORE MECHANICAL, INC.**, with a mailing address of **7905 Browning Road, Suite 110, Pennsauken, NJ 08109**, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for material, labor and installation for three (3) exhaust fans and three (3) louver sets at the Mantua Garage as per bid specifications PD-20-013; and

WHEREAS, Contractor represents that it is qualified to provide 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, County and Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. This Agreement shall be from May 13, 2020 to August 5, 2020.
2. **COMPENSATION**. Contractor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD-20-013, for a total amount of \$34,408.00.

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

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

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

3. **DUTIES OF CONTRACTOR**. The specific duties of the Contractor shall be as set forth in the specifications identified as PD-20-013, which is 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.

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 bid documents.

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

A. Pursuant to the termination provisions set forth in the bid specifications identified as PD-20-013, 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.

6. **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.

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County 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, 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 maintain general liability, automobile liability, business operations, builder's and Workers' Compensation insurance in amounts and with companies deemed satisfactory by 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 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 certificates for sufficiency and compliance with this paragraph, and approval of said certificates 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 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 written 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 shall consist of this document, the specifications of PD-20-013 and Contractor's bid response. If there is a conflict between this Contract and the specification or the bid response, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the **13th** day of **May, 2020**.

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 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:

CORE MECHANICAL, INC.

**DANIEL G. MESSLER, SR.,
OWNER**

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

20-03281

NO.

ORDER DATE: 04/23/20
REQUISITION NO: R0-16717
DELIVERY DATE:
STATE CONTRACT: PD 020-013
ACCOUNT NUM:

SHIP TO
GLOUC. CO BUILDINGS & GROUNDS
SHADY LANE COMPLEX (251-6700)
254 COUNTY HOUSE ROAD
CLARKSBORO, NJ 08020

VENDOR
CORE MECHANICAL INC
7905 BROWNING ROAD
SUITE 110
PENNSAUKEN, NJ 08109
VENDOR #: COREM010

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	SPECIFICATIONS AND PROPOSAL FORM FOR MATERIAL & LABOR TO INSTALL THREE (3) EXHAUST FANS AND THREE (3) LOUVER SETS AT THE MANTUA GARAGE LOCATED AT 45 LENAPE AVE, MANTUA	C-04-18-018-310-18204 General Building Renovations	34,408.0000	34,408.00
			TOTAL	34,408.00

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	VENDOR SIGN HERE	DATE		<i>Michael Bank</i> TREASURER / CFO	
	TAX ID NO. OR SOCIAL SECURITY NO.	DATE		<i>Kumbarov Bank</i> QUALIFIED PURCHASING AGENT	
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		DEPARTMENT HEAD	DATE		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

<p align="center">PD-020-013 Bid Opening 04/09/2020 10:00 a.m.</p>		
<p>SPECIFICATIONS AND PROPOSAL FORM FOR MATERIAL AND LABOR TO INSTALL THREE (3) EXHAUST FANS AND THREE (3) LOUVER SETS AT THE MANTUA GARAGE LOCATED AT 45 LENAPE AVENUE, MANTUA, NJ</p>		
<p>VENDOR: Core Mechanical, Inc. 7905 Browning Road, Ste 110 Pennsauken, NJ 08107 Daniel G. Messler, Sr., Owner 856-665-0636 856-488-2241 - Fax</p>		<p>VENDOR: LGB Mechanical, Inc. 555 N Route 73 West Berlin, NJ 08091 Luke Bee, President 856-719-1400 856-719-1511 - Fax</p>
DESCRIPTION		
<p>LUMP SUM FOR MATERIAL AND LABOR TO INSTALL THREE (3) EXHAUST FANS AND THREE (3) LOUVER SETS AS PER SPECIFICATIONS</p>	<p>\$34,408.00</p>	<p>\$46,000.00</p>
DELIVERY	<p>10-12 Weeks - Equipment lead time from the date of acceptance</p>	<p>8 to 12 Weeks</p>
Variations	<p>Core is not responsible for any issues relating to the louvers not properly fitting in areas specified on prints. Adjustments to locations may change if needed. Due to current COVID-19 Pandemic delivery dates may change and are out of our control.</p>	<p>NONE</p>
Will you extend your prices to local government entities within the County	<p>YES</p>	<p>YES</p>
Bid specifications sent to:	<p>Prime Vendor Bidnet HI-Tec Const. & Mgmt. Services The Blue Book Construction Journal</p>	<p>McCloskey Mechanical Dodge Data & Analytics Onvia Burrelles Luce Construct Connect</p>
<p>Based upon the bids received, I recommend Core Mechanical, Inc., be awarded the contract as the lowest, responsive, responsible bidder.</p>		
<p>Sincerely,</p>		
<p>Kimberly Larier, Qualified Purchasing Agent</p>		

RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT TO HOLDEN FACILITY SERVICES, LLC FOR \$74,058.00

WHEREAS, the Superintendent of Buildings and Grounds, Peter Scirrotto, notified the County Purchasing Agent that there was an urgent need for Phase Two Emergency Disinfection Services of accessible Touch Point Areas in various County buildings and vehicles due to the COVID-19 virus; and

WHEREAS, the County exercised the provisions of N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) to obtain necessary disinfection services for various County buildings, contracted with Holden Facility Services, LLC, 425 Hurffville Cross Keys Rd., Unit #8921, Blackwood, New Jersey 08012 for the emergency provision of such services; and

WHEREAS, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$74,058.00 which have been charged against budget line item #0-01-35-470-001-20208, pursuant to CAF#20-03280.

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 an emergency Contract between the County and Holden Facility Services, LLC for \$74,058.00 for the aforementioned purpose.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN Buildings & Grounds
(NAME OF DEPARTMENT)
2. THIS EMERGENCY OCCURRED ON April 1, 2020
(DATE) (TIME)
3. THE NATURE OF THE EMERGENCY IS:
Covid -19 virus outbreak throughout the country spreading infections to mass amount of people.

THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.

5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.

The United States and the World is amidst a pandemic outbreak of Covid-19. County government must continue operating essential governmental business during this pandemic. Therefore for the health and safety of all those involved in essential county business continual building & vehicle disinfecting must be done.

6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION # R0-16699. THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$ \$74,058.00

7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.

8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

DEPARTMENT HEAD _____

DATE 4/27/20

AUTHORIZED PURCHASING AGENT _____

APPROVED BY COUNTY ADMINISTRATOR _____

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
HOLDEN FACILITY SERVICES**

THIS CONTRACT is made effective the 13th day of May, 2020, 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 **HOLDEN FACILITY SERVICES**, with offices at 425 Hurffville Cross Keys Rd., Unit #8921, Blackwood, NJ 08012, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for emergency services as defined in the Local Public Contracts Law in N.J.S.A. 40A:11-6, with regard to emergency provision of phase 2 disinfection services of touch point areas for various County buildings and vehicles due to COVID-19, as certified by the Director of the County Buildings and Grounds Department; and

WHEREAS, the Director of the Buildings and Grounds Department notified the County Purchasing Agent, of the need for the said contract, the nature of the emergency, the time of its occurrence, and the need for invoking the Emergency Provisions, and certified to same; and

WHEREAS, Contractor represents that it is qualified to provide 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, County and Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **CONTRACT TERM.** Contract shall terminate upon completion of emergency services.
2. **COMPENSATION.** Contractor shall be compensated for the total amount of \$74,058.00 as per CAF #20-03280.

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

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

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason

of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be for the provision of emergency disinfection services as set forth in here as attachment "A".

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 bid documents.

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

A. Pursuant to the termination provisions set forth in any Bid Specifications 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.

6. **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.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor

subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County 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, 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 maintain general liability, automobile liability, business operations, builder's and Workers' Compensation insurance in amounts and with companies deemed satisfactory by 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 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 certificates for sufficiency and compliance with this paragraph, and approval of said certificates 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 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. **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 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. **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. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an agent of the County.

17. **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 written approval of the County.

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

19. **CONTRACT PARTS.** This Contract consists of this Contract and any specifications promulgated by the County, and the bidder's bid package, all of which are referred to and incorporated herein by reference, if applicable. Should there occur a conflict between this form of Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT shall be effective the 13th day of May, 2020.

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 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:

HOLDEN FACILITY SERVICES

**BY:
TITLE**

ATTACHMENT "A"

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.	20-03280

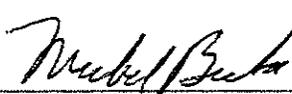
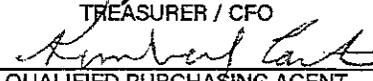
SHIP TO	GLOUC. CO BUILDINGS & GROUNDS
	SHADY LANE COMPLEX (251-6700)
	254 COUNTY HOUSE ROAD
	CLARKSBORO, NJ 08020

VENDOR	VENDOR #: HOLDE008
	HOLDEN FACILITY SERVICES, LLC
	425 HURFFVILLE CROSSKEYS RD
	UNIT #8921 BLACKWOOD, NJ 08012

ORDER DATE: 04/23/20
REQUISITION NO: R0-16699
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PROPOSAL - 3/31/2020 PHASE II DISINFECTION SERVICE - HOLDEN FACILITY SERVICES AGREES TO PROVIDE ALL LABOR, SURVERVISION, MATERIALS NECESSARY TO ASSURE PERFORMANC EOF THE SPECIFIED. THIS SHALL INCLUDE SERVICES DESCRIBED. CONTRACTOR SHALL DISINFECT ACCESSIBLE "TOUCH POINT AREAS" USING ELECTROSTATIC SPRAYER(S) MIXED IWTH A CLEANER THAT HAS QUALIFIED FOR THE USE OF AGAINST SARS- CoV-2, THE NOVEL CORONAVIRUS THAT'S CAUSES COVID19 WIC --- \$1200. BOE --- \$14058 SHADY LANE --- \$5600 5 PTS --- \$7400 CHILD ADV CTR -- \$1500 MANTUA GARAGE -- \$2350 MANTUA HWY GARAGE - \$900 NEW MANTUA GARAGE - \$2875 PITMAN GOLF COURSE \$14725 VA CEMETERY --- \$850 ATKINSON MAINT --- \$1000 WHITALL HOUSE --- \$2100	0-01-35-470-001-20208 COVID-19 Emergency Funds	74,058.0000	74,058.00

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
<input checked="" type="checkbox"/> VENDOR SIGN HERE		 TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO.		 QUALIFIED PURCHASING AGENT
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	DEPARTMENT HEAD	DATE

VOUCHER COPY ONLY AND RETURNED FOR PAYMENT

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. 20-03280

ORDER DATE: 04/23/20
REQUISITION NO: R0-16699
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

g 2

**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 #. HOLDE008

HOLDEN FACILITY SERVICES, LLC
425 HURFFVILLE CROSSKEYS RD
UNIT #8921
BLACKWOOD, NJ 08012

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
	SCOTLAND RUN MAINT \$850			
	SCOTLAND RUN NATURE \$750			
	LIBRARY TOMLIN --- \$TBD			
	STANDARD CAR, TRUCK SUV - \$50 X 292 \$14600			
	MINI BUS, MINIVAN, CARGO - \$60 X 55 \$3300			
	LARGE BUS -- \$70			
			TOTAL	74,058.00

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 Lamb</i> QUALIFIED PURCHASING AGENT</p>

UNLESS OTHERWISE SPECIFIED, ALL ITEMS ARE TO BE RETURNED FOR PAYMENT



425 Hurffville Crosskeys
 RD Unit 8921
 Blackwood, NJ 08012

Invoice

Date	Invoice #
4/17/2020	1106

Bill To
Gloucester County Buildings & Grounds Shady Lane Complex (251-6700) 254 County House Road Clarksboro, NJ 08020

P.O. No.	Terms	Site Name
	Net 30	

Service Date	Description	Amount
4/11/2020	Phase Two Disinfection Service - Disinfected accessible "touch point areas" in multiple buildings and various vehicles throughout the county using electrostatic and atomizer sprayers mixed with a cleaner that has qualified for the use of against SARS-CoV-2, the novel coronavirus that's causes COVID19	74,058.00

Total		\$74,058.00
--------------	--	--------------------

HFS | HOLDEN FACILITY SERVICES

425 Hurffville Cross Keys
RD, Unit #8921
Blackwood, NJ 08012

PROPOSAL

Job# _____

PROPOSAL SUBMITTED TO:		DESCRIPTION OF JOB:	DATE: 3/31/2020
Gloucester County Buildings & Grounds		Job Disinfecting Service	
254 County House Rd.		Address 254 County House Rd.	
Clarksboro NJ, 08020		City Clarksboro, NJ	
Attn. Lorrie Hawthorn		Phone 856-251-6711	Email lhawthorn@co.gloucester.nj.us
		Proposal Submitted By Tom Holden	
We Hereby Submit specifications and estimates			
Disinfection Service			
Holden Facility Services agrees to provide all labor, supervision, materials necessary to assure performance of the specified. This shall include services described.			
Contractor shall disinfect accessible "touch point areas" using electrostatic sprayer(s) mixed with a cleaner that has qualified for the use of against SARS-CoV-2, the novel coronavirus that's causes COVID19			
Priced Per Service			
• WIC - 1000 Delaware St., Paulsboro \$1,200.00			
• BOE - 550 Grove Road, W. Deptford \$14,058.00			
• Shady Lane (Old Nursing Home) \$5,600.00			
• 5 pts. Plaza - 1893 Hurffville Rd. Deptford \$7,400.00			
• Child Advoc Center - 47 & 49 Cooper St. \$1,500.00			
• Mantua Garage - Lenape Ave, Mantua \$2,350.00			
• Mantua Motor HWY Garage - Lenape Ave, Mantua \$900.00			
• New Mantua Garage - Lenape Ave, Mantua \$2,875.00			
• Pitman Golf Course - 501 Pitman Road \$14,725.00			
• VA Cemetery - 201 N. Tuckahoe Rd, Monroe \$850.00			
• Atkinson Memorial Park Maint. Building - 138 Bethel Mill & Lambs Road, Washington Twp. \$1,000.00			
• Whittall House 100 Hession Ave, National Park \$2,100.00			
• Scotland Run Maint Barn - Clayton-Williamstown Rd, Clayton \$850.00			
• Scotland Run Nature Center - Clayton-Williamstown Rd, Clayton \$750.00			
• Library Tomlin - TBD			
• Standard car, truck and SUV \$50.00 x 292 = \$14,600			
• Mini bus, minivan and cargo van \$60.00 x 55 = \$3,300			
• Large bus \$70.00 - NONE - 0			
Total \$74,058.00			

0-01-35-410-001-20208

Eng Form

Special Notes:

- All areas containing any type of food, utensils, drinking cups and bottles will be avoided unless completely removed.
- All areas containing loose paper products and plants will be avoided unless stowed away.
- Re-enter time after an area has been sprayed without the proper safety gear is one hour.
- Regular cleaning after we disinfect will prolong the life the product. Be sure not to wipe a surface completely dry when cleaning. Spray on chemical, lightly wipe excess product and let air-dry.
- We highly recommend monthly treatments

Indemnification: The Client shall indemnify, hold harmless and defend Contractor and its officers, directors, employees, agents, affiliates, successors, and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees that are incurred by indemnified party, arising out of or related to any third-party claim alleging (i) breach or non-fulfillment of any provision of this Agreement by indemnifying party or its affiliates, agents, employees, successors or permitted assigns (ii) any sickness, any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of indemnifying party or its affiliates, agents, employees, successors and permitted assigns; or (iii) any failure by indemnifying party or its affiliates, officers, directors, agents, employees, successors and assigns to comply with any applicable federal, state or local laws, regulations, or codes with respect to an service location.

We Hereby Propose to furnish labor and materials complete in accordance with the above specifications, for the sum of \$ 74,058.00

Authorized Signature: _____ Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - I hereby authorize the above described work. Balance must be paid within (30) days of invoice. A service charge of 2% per month will be added to all balances not paid within specified time frame.

Date Accepted _____ Signature _____

B-5

RESOLUTION AUTHORIZING AN EMERGENCY PURCHASE PURSUANT TO N.J.S.A. 40A:11-6 WITH SAFETY EMPORIUM FOR \$33,750.00

WHEREAS, an emergency has arisen for materials necessary in the protection against the current COVID-19 pandemic, and

WHEREAS, an emergency purchase pursuant to N.J.S.A. 40A:11-6 may be awarded without advertisement for bids or bidding in that an emergency affecting the health and public safety requires immediate performance or service; and

WHEREAS, the County Superintendent of Buildings and Grounds, Peter Scirrotto, has certified said emergency pursuant to N.J.S.A. 40A:11-6, for the purchase of 50 cases of N-95 respirator masks for County health care workers and first responders from Safety Emporium, with a mailing address of P.O. Box 1003, Blackwood, NJ 08012 for \$33,750.00; and

WHEREAS, the certification of Request for an Emergency Purchase is attached to the original of this resolution, a copy of which is on file in the Office of the Clerk of the Board; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to CAF No. 20-03299, which amount shall be charged against budget line item 0-01-35-470-001-20208.

NOW, THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that an emergency purchase pursuant to N.J.S.A. 40A:11-6 from Safety Emporium for a total amount of \$33,750.00 is hereby authorized and approved.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES**

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN: Emergency Response
(NAME OF DEPARTMENT)
2. THIS EMERGENCY OCCURRED ON: COVID-19 Crisis 4/21/20
(DATE)
3. THE NATURE OF THE EMERGENCY IS:
Vendor has available N-95 masks for purchase for Health care workers, First Responders during Covid crisis
4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.
5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.
Provides protection against COVID virus
6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION # 80-16740 THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$ 33,750.00
7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.
8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

DEPARTMENT HEAD J. G. Butts DATE 4/21/2020
QUALIFIED PURCHASING AGENT Kimberly Lane
APPROVED BY COUNTY ADMINISTRATOR Chad M. B.



Toll-Free: (866) 326-5412
 Ph: (856) 449-8956
 Fax: (856) 553-6154
 esupport@SafetyEmporium.com
 www.SafetyEmporium.com

Confirmation

Date	Order #
04/20/20	21145

Bill To:
 Accounts Payable
 Gloucester Cty Dept of Emergency Response
 1200 North Delsea Dr
 Clayton, NJ 08312

Ship To:
 Charles Murtaugh, PA032320ER-23
 Gloucester Cty Dept of Emergency Response
 1200 North Delsea Dr
 Clayton, NJ 08312

THIS IS NOT AN INVOICE

P.O. Number	Terms	Due Date	Ship Via
PA032320ER-23	Net 30	05/20/20	Bestway ground

Item #	Description	Qty	Price	Total
11156-400	Bielcor B200 N95 NIOSH-Approved Particulate Respirators, 400/case	50	675.00	33,750.00
Shipping	(price includes free ground shipment)	1	0.00	0.00
<p>Expected availability: June 30. Delivery date can not be guaranteed at this time, but we make a good faith estimate it should not be later than July 21.</p>				
<p>Order confirmation only. Do not pay against this document.</p>				
			Total	\$33,750.00
			Balance Due	\$33,750.00



A 20% restocking fee may apply to returns of Bullard, Glas-Col, Guardian, WaterSaver, and Wilray items.
 Safety Emporium is a division of ILPI: <http://www.ilpi.com/>

County of Gloucester Purchasing Department

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

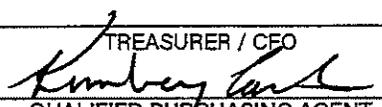
PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	20-03299

SHIP TO	GLOUC. CO COMMUNICATION CENTER 1200 N. DELSEA DR., BUILDING B CLAYTON, NJ 08312 856-307-7100
	VENDOR # : SAFET065 SAFETY EMPORIUM P.O BOX 1003 BLACKWOOD, NJ 08012

ORDER DATE: 04/23/20
REQUISITION NO: R0-16740
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
50.00/CS	EMERGENCY PURCHASE OF N-95 MASKS FOR HEALTH CARE WORKERS AND FIRST RESPONDERS DURING COVID-19 CRISES ITEM # PA 032320ER-23 PASSED BY RESOLUTION 5/13/20	0-01-35-470-001-20208 COVID-19 Emergency Funds	675.0000	33,750.00
			TOTAL	33,750.00

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	
<input checked="" type="checkbox"/>	VENDOR SIGN HERE	DATE		 TREASURER / CEO QUALIFIED PURCHASING AGENT	
	TAX ID NO. OR SOCIAL SECURITY NO.	DATE			
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS			DEPARTMENT HEAD	DATE	

RESOLUTION AUTHORIZING A GRANT APPLICATION WITH NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE COMPREHENSIVE TRAFFIC SAFETY PROGRAM GRANT FROM OCTOBER 1, 2020 TO SEPTEMBER 30, 2021 IN THE AMOUNT OF \$55,100.00

WHEREAS, the Gloucester County Prosecutor wishes to submit a grant application to the New Jersey Division of Highway Traffic Safety for the Comprehensive Traffic Safety Program Grant in the amount of \$55,100.00, which will be used to conduct public awareness campaigns and attend health, safety and educational events in an effort to reduce the number of serious and fatal motor vehicle accidents that occur in the County of Gloucester; and

WHEREAS, the Gloucester County Prosecutor’s Office reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders that all data contained in the application and in its attachments is true and correct, and that it has submitted the grant application to the County Treasurer’s Office for review and the Treasurer has approved said application; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the granting authority for the administration of grant projects; and

WHEREAS, the total amount of grant funds to be requested is \$55,100.00 for the grant period October 1, 2020 to September 30, 2021 via State Grant number FED-2021-Gloucester County-00118.

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 grant application referenced hereinabove, the resulting grant agreement, and any other documents necessary and proper to carry out the objectives of this Resolution; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby accepts any grant funds received and confirms that the funds will be used pursuant to the terms of the grant, and will comply with all applicable regulations of the granting authority and provide any necessary additional assurances as may be required, and that the Gloucester County Prosecutor’s Office 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, May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**Laurie J. Burns,
Clerk of the Board**

GRANT REQUEST FORM

DATE: April 6, 2020

1. TYPE OF GRANT

 NEW GRANT X RENEWAL

2. GRANT TITLE: Comprehensive Traffic Safety Program - CTSP

3. GRANT TERM: FROM: 10/1/20 TO: 9/30/21

4. DATE APPLICATION DUE TO GRANTOR: 4/30/20

5. CFDA NUMBER: _____

6. STATE GRANT NUMBER: FED-2021-Gloucester County-00118

7. COUNTY DEPARTMENT: Prosecutor's Office

8. DEPT. CONTRACT PERSON & PHONE NO. Sgt. Nicholas Schock 384-5635

9. NAME OF FUNDING AGENCY: NJ Division of Highway Traffic Safety

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD):

The Gloucester County Prosecutor's Office will work in cooperation with the New Jersey Division of Highway Traffic Safety to conduct public awareness campaigns and attend health, safety and educational events. The Gloucester County Highway Safety Task Force (GCHSTF) will broaden its outreach by bringing traffic safety programs into the many diverse communities in our County.

11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? Yes

12. INDIRECT COST (IC) RATE %

13. IC CHARGED TO GRANT : \$ _____

14. FINANCIAL:

	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>55,450.00 55,100.00</u>	
CASH MATCH	\$ <u>0</u>	_____

(Attach Documentation)

IN-KIND MATCH \$ 0
(Attached Documentation)
TOTAL PROGRAM BUDGET \$ 55,450.00 55,100.00

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 0

TOTAL OTHER EXPENSES (b): \$ 55,450.00 55,100.00

TOTAL FRINGE (c): \$ 0

TOTAL PROGRAM COST (d): \$ 55,450.00 55,100.00

TOTAL GRANT FUNDING (e): \$ 55,450.00 55,100.00

TOTAL COUNTY FUNDING (f): \$ 0

DEPT. HEAD:



Christine A. Hoffman, Acting Prosecutor

DATE:

April 6, 2023

***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.

GRANT REQUEST FORM

DATE: April 6, 2020

1. TYPE OF GRANT

 NEW GRANT X RENEWAL

2. GRANT TITLE: Comprehensive Traffic Safety Program - CTSP

3. GRANT TERM: FROM: 10/1/20 TO: 9/30/21

4. DATE APPLICATION DUE TO GRANTOR: 4/30/20

5. CFDA NUMBER: _____

6. STATE GRANT NUMBER: FED-2021-Gloucester County-00118

7. COUNTY DEPARTMENT: Prosecutor's Office

8. DEPT. CONTRACT PERSON & PHONE NO. Sgt. Nicholas Schock 384-5635

9. NAME OF FUNDING AGENCY: NJ Division of Highway Traffic Safety

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD):

The Gloucester County Prosecutor's Office will work in cooperation with the New Jersey Division of Highway Traffic Safety to conduct public awareness campaigns and attend health, safety and educational events. The Gloucester County Highway Safety Task Force (GCHSTF) will broaden its outreach by bringing traffic safety programs into the many diverse communities in our County.

11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? Yes

12. INDIRECT COST (IC) RATE %

13. IC CHARGED TO GRANT : \$ _____

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>55,100.00</u>	
CASH MATCH	\$ <u> 0</u>	_____

(Attach Documentation)

IN-KIND MATCH \$ 0
(Attached Documentation)
TOTAL PROGRAM BUDGET \$ 55,100.00

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 0

TOTAL OTHER EXPENSES (b): \$ 55,100.00

TOTAL FRINGE (c): \$ 0

TOTAL PROGRAM COST (d): \$ 55,100.00

TOTAL GRANT FUNDING (e): \$ 55,100.00

TOTAL COUNTY FUNDING (f): \$ 0

DEPT. HEAD: _____
Christine A. Hoffman, Acting Prosecutor

DATE: _____

***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.

**COMPREHENSIVE TRAFFIC SAFETY PROGRAM FY21
LINE ITEM NARRATIVE
Budget C-2**

Professional Services

Advertising

To purchase media time and/or advertisements for public relations information. To include but not limited to Annual School Video Contest and Public Notices for County DUI Checkpoints/Saturation Patrols.

Professional Services

To host and coordinate two (2) 5-day and two (2) 10-day crash investigation schools for patrol officers at the Gloucester County Police Academy. To include but not limited to Crash Investigation I (Basic), Crash Reconstruction II (Advanced), Pedestrian/Bicycle Crash Investigation I.

Conferences

Attendance at various training conferences for Gloucester County Highway Safety Task Force personnel, i.e., Institute of Police Technology and Management course and Lifesavers Conference.

Educational Materials

To purchase pre-printed National Safety Council Defensive Driving instructional materials and instructional DVDs

Contractual Services

Professional Services

To pay for website hosting for the Gloucester County Safe Roads website and N.J. Safety Council Defensive Driving Course license fees.

Commodities

Safety Supplies

Traffic marking paint, cones, reflective vests, signs and other supplies used at or in support of DUI checkpoints.

Other Direct Cost

Police Supplies

Purchase of Urine & Blood Alcohol collection kits (for municipal departments/DRE's).

General Information

Applicant Agency Gloucester County
Project Title Gloucester County Highway Safety Taskforce Comprehensive Traffic Safety Program
Federal Tax ID # 216000660
D-U-N-S Number 957362247
CCR Registered? Yes No For information regarding CCR Registration [click here](#).

Final financial claim due October 31.

Project period must be within current federal fiscal year (October 1 - September 30).

Project Period

From 10/1/2020 To 9/30/2021

Type of Application

Initial Cont. Year 2 Year 3

Is the applicant organization non-profit? No Yes

Are you a New Jersey State Agency (e.g. Division of State Police, Department of Community Affairs)?

Yes No

Project Director

Prefix: Sergeant
First Name: Nicholas
Last Name: Schock
Title: Detective
Address 1: PO Box 623
Address 2:
City: Woodbury
State: New Jersey
Zip: 08096
Phone: 856-384-5635 ext.
Fax: 856-384-5596
E-Mail: nschock@co.gloucester.nj.us

Financial Director

Prefix: Mrs.
First Name: Tracey
Last Name: Giordano
Title: Treasurer
Address 1: PO Box 337
Address 2:
City: Woodbury
State: New Jersey
Zip: 08096
Phone: 856-853-3353 ext.
Fax: 856-845-6234
E-Mail: tgiordano@co.gloucester.nj.us

Authorizing Official

Prefix: Mr.
First Name: Robert
Last Name: Damminger
Title: Freeholder Director
Address 1: PO Box 337
Address 2:
City: Woodbury
State: New Jersey
Zip: 08096
Phone: 856-853-3395 ext.
Fax: 856-853-3308
E-Mail: rdamminger@co.gloucester.nj.us

Problem Statement

Describe in detail the specific problem you are attempting to impact or correct. Objectives must be measurable and three years of data to support the problem is required. Indicate why your current program or activity is not adequate and explain past efforts to resolve the problem. Provide supporting data, facts, or statistics which substantiate the need for the project.

See attached problem statement

Click the Browse button to add Problem Statement attachments.

https://njsage.intelligrants.com/_Upload/2206778_1749551-PROBLEMSTATEMENT-CTSP21.doc

Objectives

Describe objectives to be accomplished during the project. Objectives should be specific, clearly written, measurable, targeted to the problem identified, and time framed.

Objective

Compile crash data from all 24 municipalities. Reduce the overall number of crashes to below 9,798, or 2% in 2020-2021.

Click the Browse button to add Objectives attachments.

Tasks

See attached problem statement

Activities

See attached problem statement

Objective

Decrease the number of fatalities sustained while seatbelts were not in use by 10%. Also target 0.5% increase in seatbelt usage following Click it or Ticket

Click the Browse button to add Objectives attachments.

Tasks

See attached problem statement

Activities

See attached problem statement

Objective

Test

04/06/2020

Reduce the number of crashes involving drugs or alcohol within Gloucester County by 10%. Reduce the number of fatal crashes involving alcohol by 5%.
Click the Browse button to add Objectives attachments.

Tasks

See attached problem statement

Activities

See attached problem statement

Objective

Reduce the number of pedestrian fatalities by 2. Reduce the fatality rate by 10%. Reduce the overall number of pedestrian crashes by 5%.
Click the Browse button to add Objectives attachments.

Tasks

See attached problem statement

Activities

See attached problem statement

Objective

Increase the percentage of officers trained in Crash Investigation
Click the Browse button to add Objectives attachments.

Tasks

See attached problem statement

Activities

See attached problem statement

Objective

Decrease the number of crashes involving speed and other aggressive driving factors by 5%.
Click the Browse button to add Objectives attachments.

Test

04/06/2020

Tasks

See attached problem statement

Activities

See attached problem statement

Objective

Click the Browse button to add Objectives attachments.

Tasks

Activities

Objective

Click the Browse button to add Objectives attachments.

Tasks

Activities

Objective

Click the Browse button to add Objectives attachments.

Tasks

Activities

Objective

Click the Browse button to add Objectives attachments.

Tasks

Activities

PROBLEM STATEMENT

Gloucester County is comprised of approximately 322 square miles and has a population estimated to be 290,265 residents. Gloucester County's population has increased by an estimated 15% since April 2000. Considered one of the most heavily traveled counties in New Jersey, it is comprised of 3,500 miles of local roads, 403 miles of county roadway, over 246 miles of state highway, and the New Jersey Turnpike. The highways in the county provide year-round commuting that is associated with the growing work force and tourism of the shore communities. From a state survey, it has been determined that Gloucester County is one of the fastest growing counties. Furthermore, Gloucester County is projected to have the largest population growth in the State of New Jersey by the year 2025. The roadways in Gloucester County were not built to support the current driving population.

Over past years, there has been a consistent back-and-forth statistical trend in fatal motor vehicle crashes. In two consecutive years (2002 and 2003), Gloucester County had ranked second in the state for alcohol-related motor vehicle crashes that resulted in either death or injury. Decreasing the incidence of preventable accidents through increased police presence, enforcement and education is both a salutary and attainable goal. In 2003 and 2004, these numbers began to show a decline, with the number of fatal motor vehicle crashes dropping. In 2002, Gloucester County had 42 fatal motor vehicle crashes; in 2003 the number was 31 and in 2004, the number was 26. However, this number had an upward trend in the next three years, with 38 fatalities occurring on Gloucester County roadways in 2005, 40 in 2006, and 48 in 2007. In 2008, Gloucester County posted a landmark drop in fatalities in the County, having only 32 fatal crashes, and 36 fatalities. This was a 27% reduction in fatal crashes, and a 25% reduction in fatalities. Gloucester County was ranked fourth among all 21 counties in New Jersey in the total reduction of fatal crashes. In 2009, Gloucester County was able to continue this record trend, having only 22 fatal crashes and 22 fatalities. This was a decrease of 31% in fatal crashes and a 38% reduction in fatalities from 2008, also the lowest number of fatalities in the past 17 years. In 2010, Gloucester County was able to further reduce the record low number of traffic fatalities. There were 19 fatal crashes and 19 fatalities in Gloucester County in 2010. This was a reduction of 13% in both fatal crashes and fatalities from 2009. 2011 showed a 26% increase in fatal crashes, with 24 fatal crashes and 26 fatalities occurring in Gloucester County. In 2012, Gloucester County was able to start the trend back down again, reducing the number of fatal crashes to 22, and the number of fatalities to 23, an 8% reduction in fatal crashes, and an 11% reduction in fatalities. In 2013, there were 26 fatal motor vehicle crashes, with 26 fatalities, an increase in fatalities of 13%. For the year 2014, there was again another increase in fatalities in Gloucester County, with 30 fatal motor vehicle crashes and 31 fatalities. In 2015, there was a significant decrease in traffic fatalities in Gloucester County. In 2015, there were 21 fatal crashes, and 23 fatalities on Gloucester County roadways. This marks a decrease of 30% in fatal crashes, and 25.8% in fatalities. Gloucester County was able to meet, and exceed, its target goal of reducing traffic fatalities in 2015. However, 2016 and 2017 saw significant increases in fatal crashes and fatalities. In 2016, there were 27 fatal crashes and 27 fatalities on Gloucester County roadways, a 28.5% increase in fatal crashes and a 17% increase in fatalities from 2015. In 2017, there were 43 fatal crashes and 44 fatalities, a 59% increase in fatal crashes and a 62% increase in fatalities. In 2018, Gloucester County experienced a significant decrease in fatal crashes and fatalities. There were 33 fatal crashes and 38 fatalities in 2018 in Gloucester County. This marks a **23% reduction** in fatal crashes and a **13.6% reduction** in fatalities from 2017 to 2018. However, in 2019, fatal crashes increased again, with 39 fatal crashes and 42 fatalities, an 18% increase in fatal crashes, and a 10% increase in fatalities.

The need to increase awareness of the public concerns of speeding, stop sign, red light, inattentive/aggressive driving violations can be enhanced by the use of recommendations made by police, highway engineering and other professionals educating the public to participate and report information on suspected violations to local police or county highway departments.

The Gloucester County Prosecutor's Office works in cooperation with the New Jersey Division of Highway Traffic Safety to conduct public awareness campaigns and attend health, safety and educational events. It also works to incorporate the services of the Gloucester County Highway Safety Task Force board members, highway safety professional organizations, municipal police departments, senior organizations, advocacy groups, community groups and churches. The Gloucester County Highway Safety Task Force (GCHSTF) will broaden its outreach by bringing traffic safety programs into the many diverse communities in our County. Emphasis will be placed on community-based child safety seat seminars, pedestrian safety awareness, defensive driving awareness and school-based educational presentations and demonstrations.

CRASH DATA RECORDS SYSTEM

PROBLEM STATEMENT: The need to compile fatal crash data and maintain an accurate up-to-date data base remains an important aspect to assessing traffic safety needs within Gloucester County. Studying the behaviors of the driver is one of the most important aspects of crash analysis. Determining why people act the way they do in a traffic situation and being able to predict the outcome is one of the keys to prevention. Road type, contributing circumstances and even vehicle type are all related to the causes of a motor vehicle crash, which is information to be collected and documented.

The most commonly reported contributing circumstance to fatal traffic crashes (according to New Jersey State Police Fatal Accident statistics for 2018) is "driver inattention". The second most common is "pedestrian violation." The reason for this is that the data is taken directly from the NJTR-1 where reporting agencies document vehicle crashes. In most cases, no information is available at the scene that would enable the officer to draw any important conclusions about the crash. In a serious crash, the victims are taken off by ambulance to the hospital and in minor crashes, this is left blank or the driver will say "I wasn't paying attention", or "I didn't see them" which gets listed as driver inattention.

Ongoing maintenance of our data base will be crucial to providing our municipal police departments, agencies, and traffic safety partners with current fatal crash data for analysis of potential problem areas within the County. Specific emphasis will be placed upon identifying baseline exposure traffic crash rates for the following general areas of interest:

- Overall Traffic Crashes
- Alcohol Related Traffic Crashes
- Pedestrian Injuries and Fatalities
- Unrestrained Occupant Fatalities
- Occupant Restraint Usage

The data sources will be used to identify problem areas and to analyze the nature of the problem. Members of the subcommittee will continue to meet and develop a plan to forward the information to several organizations and local law enforcement agencies.

In 2007, there were 10,081 reported motor vehicle crashes in Gloucester County. By maintaining and identifying problem areas, and implementing countermeasures, such as targeted enforcement, sobriety checkpoints, and public awareness through media outlets, the total number of crashes in 2008 dropped to 9,978, a decrease of 103 crashes, or 1.02%. In 2009, crashes in Gloucester County increased slightly to 10,495, an increase of 5%. In 2010, crashes in Gloucester County were reduced to 10,271. Gloucester County nearly met its goal of a 2.5 percent reduction and will continue to strive towards this success. In 2011, there were 10,357 reported crashes in Gloucester County, nearly identical to 2010. For 2012, Gloucester County was able to meet its target goal of traffic crash reduction, having only 9,281 traffic crashes. In 2013, there were 9,420 traffic crashes, a slight increase of 1%. In 2014, Gloucester County sought a 3% reduction in the total number of crashes. There were 9,367 reported crashes in 2014, a decrease of 53 crashes, or 0.5%. In FY15, Gloucester County targeted an additional 2% reduction in the total number of crashes in the county, to approximately 9,180 crashes. There were 9,582 reported crashes in Gloucester County in 2015, an increase of 215 crashes (a 2.3% increase). There was another slight increase in crashes in 2016, with 9,726 crashes occurring in Gloucester County (a 1.5% increase). In FY17, the Taskforce is sought a 2% reduction in the number of crashes. There were 10,089 reported crashes in 2017, an increase of 363 crashes (a 3.7% increase). In FY18, the Taskforce sought to reduce this number by 2%; however, there was another increase in the total number of crashes in 2018 to 10,421. **In 2019, the Taskforce sought a 2% reduction, and it resulted in 10,203 reported crashes in FY19, meeting the target goal for 2019.** The Taskforce is seeking an additional 2% reduction in the existing 2020 grant, and will seek an additional 2% for 2021.

OBJECTIVE: Continue to compile fatal crash data from 24 municipalities for statistical analysis, recognition and improvement of high-risk locations within Gloucester County. Through crash analysis, countermeasure development, investigation, and successful prosecution of violators, Gloucester County seeks to improve upon the goal of having 9,998 crashes or fewer in 2020, to less than 9,798 crashes, or 2% in 2021.

Strategy #1: Collect crash data from every municipality in Gloucester County

1. Reconcile fatal reports with the State office of Highway Safety FARS Office
2. Collection of fatal data through the Gloucester County Medical Examiner's Office
3. Collect all fatal crash data from each municipality on a yearly basis

Strategy #2: Analyze collected crash data

1. Collect traffic data with previously purchased Traffic Data Collection device
2. Promote sharing of data between municipalities for comparison and analysis
3. Supply data to Gloucester County Office of Engineering for identification of high-risk areas and improvement of safety within Gloucester County
4. Post collected data to Highway Safety Taskforce website (www.gcsaferoads.org) for public awareness and access

OCCUPANT PROTECTION

PROBLEM STATEMENT: Recently published statistics from the New Jersey Division of Highway Traffic Safety (DHHS) show the seat belt usage rate for the State rose to an all-time high of 94.51% according to a post mobilization survey conducted following the Click It or Ticket 2011 Mobilization effort. This was an increase of 0.78% from the 2010 campaign, and the 15th year in a row that the rate of usage has shown an increase. The 1998 statewide average was only 63.4%. Although New Jersey has a high seat belt use rate, the fact remains that many of the residents are not utilizing restraint systems, and are therefore, at higher risk for death or injury if involved in a collision. The usage rate for 2012 was reported at 88.29%, due to a change in the survey methodology. In 2013, the usage rate improved by over 2%, to 91% compliance. The Taskforce participated in the 2014 and 2015 Click it or Ticket campaign in an effort to further increase this number, which resulted in an increase to 91.36% compliance in 2015. The Taskforce was also awarded money to fund Gloucester County Police Agencies in the 2016 - 2019 Click it or Ticket Mobilizations. The post-mobilization usage rate rose to 93.35% following the 2016 campaign, 94.07% following the 2017 campaign, and then 94.47% following the 2018 campaign, the highest recorded to date. The Taskforce will be participating in Click it or Ticket again in FY20.

Even though seatbelt usage has risen steadily, Gloucester County Police agencies still issued 500 summonses for seatbelt violations during the 2019 two-week Click it or Ticket mobilization period. Out of 21 reporting counties, Gloucester County accounted for 3.43% of the total summonses issued in the state.

Seat belt usage is one of the most effective means of reducing traffic fatalities and serious, moderate and minor traffic injuries. The U.S. Congress created the Section 157 Innovative Grant Program in an effort to raise seat belt usage rates throughout the country. In FY 2005 - 2012, the New Jersey Division of Highway Traffic Safety utilized a large portion of its Section 157 grant funding to carry out a comprehensive seat belt programs called the "Click It or Ticket" and "Buckle Up South Jersey" Seat Belt Enforcement Mobilizations. During these enforcement campaigns, the majority of Gloucester County police departments participated in the seat belt program. The Gloucester County Highway Safety Task Force continues to promote and encourage our municipalities to participate. The Task Force consistently assists the New Jersey Division of Highway Traffic Safety with gathering participant's reporting information. In 2014, the Taskforce led a countywide effort for the Click it or Ticket mobilization. The county was awarded \$24,000 to distribute to municipalities for the campaign. This allowed for 13 departments to participate in the mobilization, far more than with conventional funding. All data was reported directly to the Taskforce, which in turn provided it to Highway Safety. For 2015, the Taskforce received increased funding for Click it or Ticket in the amount of \$40,000 to once again lead a countywide effort for this mobilization. This led to an increase of seatbelt summonses issued (629 in 2014 to 836 in 2015), and an increase of total police participation in the program. The Taskforce participated at this same level in 2016, resulting in a similar number of summonses (820). The Taskforce participated in Click it or Ticket in FY17 and issued 602 summonses. In 2018, the Taskforce again led a countywide effort in Click it or Ticket, resulting in 566 summonses, and in 2019, 500 summonses were issued county-wide for seatbelt violations.

According to a recent NHTSA/National Center for Statistics & Analysis survey, safety belts, when used, reduce the risk of fatal injury to front-seat passenger car occupants by 45 percent, and moderate or critical injury by 50%. The need to educate the various diverse populations throughout Gloucester County regarding child safety seat usage and safety belt use is great in the

County. Our focus for 2020-2021, is to continue to reach a greater population through use of media, outreach programs and supplying trained Child Passenger Safety (CPS) seat technicians for on-site child safety seat inspections within their communities.

In a statement issued by Department of Transportation Secretary Norman Y. Mineta in April of 2006, he called highway traffic deaths a “national tragedy.” According to NHTSA/ FARS Report, 37,133 persons were killed on the nation’s highways in 2017, marking a decrease from 37,806 in 2016. NHTSA also reported that 42.8% of passenger vehicle occupants who died in 2017 were unbelted, and 22.2% of drivers were also unbelted. Low safety belt usage among all vehicle occupants is a concern for the Highway Safety Task Force in 2020-2021.

A recent analysis of unrestrained occupant crashes from 2014-2018 conducted by NJDHTS found that 5 Gloucester County Police agencies placed in the top 100 agencies statewide in the number of these crashes. Over that time period, Washington Township had 91 crashes (39th place), Monroe Township had 84 crashes (44th place), Deptford Township had 75 crashes (48th place), Glassboro had 68 crashes (57th place), and Woodbury had 58 crashes (68th place).

OBJECTIVE: To increase safety belt usage and child safety seat use in every municipality with in Gloucester County. Decrease the number of fatalities sustained while seatbelts were not in use by 10%. Also target 0.5% increase in seatbelt usage following Click it or Ticket mobilization to 94.94%, under the new survey methodology.

Strategy #1: Coordinate law enforcement, education and civic communities to help raise awareness of occupant protection issues.

1. Coordinate the education and enforcement (Click it or Ticket) programs for all 24 municipalities throughout Gloucester County.
2. Provide materials and commodities for local officers to conduct classes and educational seminars at schools, community centers and senior citizen associations.
3. Advertise safety seat inspections with local and regional media when possible. Distribute needed educational materials to parents at time of the inspections (made available in English and Spanish). Purchase needed materials to aid in proper installation of child safety seats.
4. Production of videos/public service announcements, made by students from the community, promoting seat belt use, pedestrian safety and other highway traffic safety issues, as well as portraying the dangers of aggressive, drowsy, drugged, drunk and/or distracted driving.
5. Utilize a road/traffic stencil to paint messages of “Buckle Up” in various locations. The locations will include, but not be limited to:
 - a. Schools
 - b. Businesses
 - c. Churches
 - d. Municipal Police Departments
 - e. County Prosecutor’s Office
6. Also monitor Click It or Ticket mobilizations and number of summonses issued, aim for higher usage and fewer summonses issued.

IMPAIRED DRIVING EDUCATION AND PREVENTION

PROBLEM STATEMENT: DUI incidents have continued to pose an identifiable risk to Gloucester County. Municipal police departments throughout Gloucester County continue to enforce DUI laws with zero tolerance. Gloucester County police agencies charged 753 drivers with DUI in 2019.

According to a recent NJSP annual report in 2018, there were 563 fatalities in New Jersey. Of those 563, 34.1% had consumed alcohol to some extent. Nationally, in 2018, there were 36,560 fatalities, of which 34% were alcohol-related. There is 1 person killed every 30 minutes in the country, due to an alcohol-related crash. One injury occurs every minute in the country, due to an alcohol related crash. Three out of every ten Americans will be involved in an alcohol related crash at sometime during their life.

There were 39 fatal motor vehicle crashes in 2019 in Gloucester County, resulting in 42 fatalities. Of these 39 crashes, 16, or 41% were drug/alcohol related. The Gloucester County Prosecutor's Office also prosecuted 27 assault by auto criminal cases. The percentage of alcohol-involved fatalities increased from 27% in 2018 to 41% in 2019. Additionally, the number of assault by auto cases decreased from 42 in 2018 to 27 in 2019.

Educating our youth about the hazards of drinking and driving will be a major area of focus for 2019 - 2020. We will strengthen our alliance with the Southwest Council and continue to increase the number of in-school educational presentations. DUI enforcement and education will be an important aspect of the Gloucester County Highway Safety Task Force (GCHST). The GCHST will work along with the Southwest Council to educate students about the hazards of driving under the influence of drugs or alcohol. The Taskforce will continue to produce its annual high school video contest. The contest has high school students produce 30 second videos depicting the dangers of drinking and driving, as well as an alternate topic. Participation in this contest has risen steadily over the years that it has been done, with video submissions reaching milestone highs of 125 entries in the 2010 contest, 117 in the 2011 contest, 118 in the 2012 contest, and 119 in the 2013 contest. The 2014 was also expanded to include middle schools in addition to high schools. In 2014, there were 87 entries received. The 2015 video contest received 96 entries, the 2016 video contest received 87 entries, the 2017 video contest received 102 entries, and the 2018 video contest received 64 entries, the 2019 video contest received 37 entries. The 2020 video contest is underway, and has received 51 entries.

A recent analysis of impaired driving crashes conducted by NJDHTS from 2014-2016 revealed that Gloucester County had 6 municipalities in the top 100 of all municipalities in the state for these types of crashes. Deptford Township, Washington Township, Monroe Township, Franklin Township, Glassboro, and West Deptford Township all placed in the top 100 in impaired driving crashes.

The number of DUI related offenses continues to be a concern in Gloucester County. The following chart will demonstrate the number of DUI related offenses that occurred in Gloucester County during 2019.

POLICE DEPARTMENT	DUI ARRESTS 2019	POLICE DEPARTMENT	DUI ARRESTS 2019
WASHINGTON TOWNSHIP	137	GLASSBORO	86
FRANKLIN TOWNSHIP	74	DEPTFORD TWP.	96
MONROE TOWNSHIP	65	WEST DEPTFORD TWP / NATIONAL PARK	27
EAST GREENWICH TWP.	20	WESTVILLE	13
WOODBURY HEIGHTS	12	MANTUA TWP. / WENONAH	35
HARRISON TWP.	31	CLAYTON	16
WOODBURY	25	ELK TWP.	16
ROWAN UNIVERSITY	35	PAULSBORO	6
WOOLWICH/SWEDESBORO / SOUTH HARRISON	21	LOGAN TWP.	20
GREENWICH TWP.	9	PITMAN	9
TOTAL	429	TOTAL	324
TOTAL FOR 2019			753

OBJECTIVE: To reduce the number of crashes involving drugs or alcohol within Gloucester County during 2020-2021 by 10%. Reduce the number of fatal crashes involving alcohol by 5%.

Strategy #1: Educate the community, by raising awareness of occupant protection issues.

1. Production of videos/public service announcements, made by students from the community, promoting seat belt use, pedestrian safety and other highway traffic safety issues, as well as portraying the dangers of distracted, aggressive, drowsy, drugged & drunk driving.
2. Use of local and regional media to air the winning video of the annual High School Video Contest, which will educate the community about the dangers of drinking and driving, as well as promote and expand the contest itself and raise awareness of the Taskforce and its goals to the public.

Strategy #2: Conduct education programs in the school systems throughout the County.

1. Purchase educational videos for use during programs at schools, seminars, community days, etc.
2. Demonstrate Fatal Vision Goggles during programs at schools, seminars, community days, etc.
3. Work with The Southwest Council to encourage the use of the Fatal Vision Goggles.
4. Advertise the Fatal Vision Program to the public for use by schools, business and industry.
5. Conduct community outreach in Gloucester County to provide education regarding driving under the influence (DUI).
6. Distribute DUI literature and educational materials in English and Spanish.

Strategy #3: Promote Project Graduation/Prom

1. Provide assistance to any requesting High School or Municipal police agency.

Strategy #4: Increase enforcement and training

1. Provide materials, literature and county equipment to be used at sobriety checkpoints.
2. Coordinate dates with local police departments to conduct DUI patrols in a "task force" concept. These operation periods are to run in concurrence with national periods of special emphasis for drugged and drunk driving.

Strategy #5: Increase law enforcement through training and DUI campaigns.

1. Promote the NJDHTS "Over the Limit, Under Arrest" campaign. Apply for grant funding to administer/assist municipal police departments with staging DUI Sobriety Checkpoints and Saturation Patrols.

PEDESTRIAN SAFETY

PROBLEM STATEMENT: The State of New Jersey has maintained a pedestrian fatality rate of around twenty-five percent, involved in accidents, over the past five years. Pedestrian fatalities remain high within Gloucester County. 11 of the 39 fatal crashes in Gloucester County in 2019 involved pedestrians/pedalcyclists, equaling 28.2% of the total fatal crashes. Reducing these numbers will be a paramount goal for the GCHST. Gloucester County saw increases in pedestrian fatalities in 2012, 2013, and 2014, after a reduction in 2011. In 2011, pedestrians accounted for 8% of the 26 fatalities. They also accounted for 11.6% of the assault by auto cases. In 2017, the number of pedestrian fatalities remained unchanged from 2016 and 2015. In 2018, pedestrian fatalities decreased by 2 from 8 in 2017. In 2019, pedestrian fatalities almost doubled, increasing by 5 to a total of 11. Gloucester County has experienced a high rate of pedestrian crashes on State Highways 42, 47, Route 322 (Black Horse Pike) and in the area of Rowan University, Glassboro, New Jersey. Pedestrians have a low survival rate when struck by a vehicle so when a crash does occur, it is more times than not a tragedy.

OBJECTIVE: Reduce the number of pedestrian fatalities by 2; reduce the fatality rate by 10%. Reduce the number of overall pedestrian crashes by 5%.

Strategy #1: Gather and examine crash data involving pedestrians.

1. Gather available information from NHTSA/New Jersey FARS, as well as local police department's data.
2. Examine statistics, paying close attention to any significant patterns relative to individual fields, i.e. gender, time of day, day of week, location, alcohol or drug involvement, age, etc.
3. Study findings to establish which areas are over-represented in pedestrian fatalities and customize program to focus on those areas.

Strategy #2: Incorporate the "3-E's", Enforcement, Education and Engineering countermeasures, into our Comprehensive Traffic Safety Program.

1. Work with local police departments to establish pedestrian safety as a priority.
2. Encourage officers to enforce pedestrian laws in their communities.
3. Organize an effective educational campaign to reach the target audience, to include:
 - a. Distribution of literature on pedestrian law to both pedestrians and motorists;
 - b. Educating motorists and pedestrians as to common causes of MV/Pedestrian crashes.
4. Provide materials and commodities for local officers to conduct classes at schools, community centers and senior citizens associations.

Strategy #3: Promote safe pedestrian practices with young children.

1. Contact elementary schools about program.
2. Provide literature to interested schools.

TRAINING/EDUCATION/WORKSHOPS

PROBLEM STATEMENT: Education and training are major components of any successful program. Gloucester County has continued to stress the importance of having officers trained in Crash Investigations, Defensive Driving, Work Zone Safety, Child Passenger Safety and Drug Evaluation and Classification.

OBJECTIVE: To continue to encourage the increasing percentage of Gloucester County Officers trained in Crash Investigation, Defensive Driving, Work Zone Safety, Child Passenger Safety Technicians and Drug Evaluation and Classification. Coordinate training and educational programs for motorists, pedestrians, police officers, bicyclists, parents, children, educators, civic groups and citizens concerned with traffic safety issues.

Strategy #1: Coordinate and host, two (2) 5-day and two (2) 10-day crash investigation schools for patrol officers

1. Reserve dates at Police Academy for the following classes: Crash Investigation I (Basic Crash Investigation), Crash Investigation II (Advanced Crash Investigation), Traffic Crash Reconstruction Level II, and Pedestrian / Bicycle Crash Investigation Level I.
2. Purchase any necessary equipment and/or hire instructors

Strategy #2: Distribute educational/informational brochures.

1. Obtain brochures from highway traffic safety, NHTSA, safety organizations, AAA, etc.
2. Categorize and warehouse educational materials for distribution to local agencies, organizations and civic groups.
3. Print or reproduce informational/educational materials, upon request, as needed.

Strategy #3: Staff Training/GCHSTF

1. Allocate funding for GCHSTF personnel to attend various training conferences, seminars and workshops to enhance staff skills and knowledge in the latest traffic safety programs and technology, i.e., Lifesavers Conference, Special Problems in Traffic Crash Reconstruction, and the Symposium on DUI Enforcement.
2. Make all arrangements for attendance of conferences, seminars and workshops.

AGGRESSIVE DRIVERS

PROBLEM STATEMENT: Research in the traffic safety field has determined a trend over the past ten years of more aggressive driving behaviors in both male and female drivers. Unsafe Speed is listed as the third most common contributing circumstance to fatal motor vehicle crashes in the state for 2018. From 2014-2015, Gloucester County had a decrease of crashes where injuries and property damage resulted from unsafe speed. There were 233 crashes in Gloucester County which resulted in property damage in 2015, compared to 389 in 2014. In 2014, there were 180 crashes where unsafe speed caused injuries. In 2015, this number was reduced to 89. In 2018, 10 of the 46 assault by auto cases involved reckless operation of a motor vehicle, which includes aggressive driving behaviors such as speeding and tailgating. This accounted for 21% of the assault by auto cases handled in Gloucester County in 2018.

Washington Township in Gloucester County was also identified as being in the top 100 municipalities in New Jersey for distracted driving crashes. The Taskforce will continue to administer the U Text. U Drive. U Pay. distracted driving mobilization to combat distracted driving as well.

PROBLEM SOLUTION: To provide support to municipalities in the implementation of their Aggressive Driving grant programs. To provide technical support to local municipalities by means of deploying our traffic data collection unit, as well as our Crash Data Retrieval (CDR) unit and Vericom Computer System to provide departments with data necessary to obtain grant funding. Instruct the National Safety Council's Defensive Driving Course for the residents of Gloucester County.

OBJECTIVE: Decrease the number of crashes involving speed and other aggressive driving factors by 5%. Assist the designated grant recipients with the implementation of their Aggressive and Defensive Driving grant programs, which are mini-grants from NJDHTS. Support of the programs will be by providing press releases and educational materials in English and Spanish.

Strategy #1: Utilize the Crash Data Retrieval (CDR) system. This device was purchased using CTSP 2005 grant funding, and has been maintained utilizing monies from subsequent grant years. The device is used to analyze driving trends, especially as it relates to speed. Using the Crash Data Retrieval System, the Gloucester County Prosecutor's Office will be able to offer assistance to municipal law enforcement agencies with the identification of crashes which involve aggressive driving tactics such as speeding or following too closely (tailgating).

Strategy #2: Deploy newly purchased Traffic Counter. This device is being purchased with FY2010 monies. Using the Traffic Collection Device, municipal law enforcement agencies and document and identify new driver trends, i.e. increases in vehicular traffic on a particular road and analyze why it is occurring.

Strategy #3: Instruct the National Safety Council's Defensive Driving Course. The taskforce will provide assistance with instruction and materials for the National Safety Council's Defensive Driving Course for the residents of Gloucester County. The Taskforce will look to host four (4) dates for residents to attend the course and receive instruction.

PERFORMANCE INDICATORS

The planning, development, implementation and coordination of all objectives will be accomplished in a timely fashion.

MILESTONES

Milestones for this project shall be identified by the ability of the Gloucester County Highway Safety Task Force to meet the objectives outlined under the respective sub-areas.

EVALUATION

Evaluation of this project will be made by representatives from the New Jersey Division of Highway Traffic Safety. It shall also be evaluated based upon the percentage of the objectives completed. Statistical trends regarding the number of fatal crashes, prosecutable crashes, and overall seatbelt usage will be monitored and evaluated by the reduction or increase in numbers.

Reporting Requirements:

Narrative reports will be filed quarterly with the NJDHTS. A year-end report of the project's activities and accomplishments will be filed at the close of the project period. The year-end report shall also include recommendations for future GCHST projects and activities.

Financial reports will be filed in accordance with the guidelines and time frames outlined in the financial package.

Methodology (Methods)

Describe activities and procedures which will be undertaken to achieve each objective. Fully describe what actions are necessary to help resolve the problem stated.

See attached problem statement.

Click the Browse button to add Methodology attachments.

Milestones

Describe sequence of activities. Applications may include a time chart describing program activities.

Task 1

Gloucester County CTSP

Activity 1

Milestones for this project shall be identified by the ability of the Gloucester County Highway Safety Task Force to meet the objectives outlined under the respective sub-areas.

Click the Browse button to add Milestones attachments.

Task 2

Activity 2

Task 3

Activity 3

Task 4

Activity 4

Task 5

Activity 5

Task 6

Activity 6

Task 7

Activity 7

Task 8

Activity 8

Task 9

Test

04/06/2020

Activity 9

Task 10

Activity 10

Evaluation

Describe how the expected results will be measured.

Administrative evaluation is required for all projects.

Impact evaluation is feasible only in a limited number of projects.

Administrative (Performance) Evaluation

Requires measuring the operational efficiency of task activities as they relate to the accomplishment of established goals and objectives. In measuring actual task activities, it compares them to:

1. the baseline or pre-task levels of the same activities,
2. the targeted levels of activity established for the task and the planned use of funds.

Evaluation of this project will be made by representatives from the New Jersey Division of Highway Traffic Safety. It shall also be evaluated based upon the percentage of the objectives completed.

Impact (Efficiency) Evaluation

A determination of the extent to which task operations and activities have contributed to the achievement of an objective related to crash involvement.

Statistical trends regarding the number of fatal crashes, prosecutable crashes, and overall seatbelt usage will be monitored and evaluated by the reduction, or increase in numbers.

Click the Browse button to add attachments to Impact (Efficiency) Evaluation

Subsequent Years

This is the last section of the proposal, but by no means the least important. We would like to know how you plan to continue your program when the grant funding phases out. This section does not apply to "one time only" grant application request, however, if you contemplate that the project will involve more than one year's financing with federal funds, please include for subsequent fiscal years the total amount estimated to be required broken down by source funding, example State, local, or federal.

The Gloucester County Highway Safety Task Force has been in existence over 16 years. As recipients of the CTSP grant for those years, the Taskforce has been able to make significant strides in reducing traffic fatalities and injuries. The Taskforce does not rely solely on federal funding, and funding has decreased over the past few years. However, the Taskforce continues to conduct its programs on its own.

The Taskforce will continue to request the same approximate amount of federal funding in subsequent years, depending on the needs of the roadways of Gloucester County.

HTS Federal Highway Safety Grant 2021
Organization: Gloucester County
Acceptance of Conditions

Acceptance of Conditions can be found by [clicking here](#).

I agree to the Terms and Conditions outlined in Acceptance of Conditions document found above.

ETS Federal Highway Safety Grant 2021
Organization: Gloucester County
Project Location

Please check this box if the project is statewide

County to filter by: Gloucester County Gloucester County

Please check this box if the project is countywide

Municipalities: Clayton Borough Clayton Borough
 Deptford Township
 East Greenwich Township
 Elk Township
 Franklin Township
 Franklin Township
 Franklin Township
 Franklin Township
 Glassboro Borough
 Greenwich Township
 Greenwich Township
 Greenwich Township
 Harrison Township
 Logan Township
 Mantua Township
 Monroe Township
 Monroe Township
 National Park Borough
 Newfield Borough
 Paulsboro Borough
 Pitman Borough
 South Harrison Township

HTS Federal Highway Safety Grant 2021
Organization: Gloucester County
Local Aid & Legislative Districts

Legislative Districts: 3, 4, 5

Local Aid Districts: District 4, Trenton

Congressional Districts:

HTS Federal Highway Safety Grant 2021
Organization: Gloucester County
Certification Regarding Debarment and Suspension

Certification regarding Debarment and Suspension can be found by [clicking here](#).

The prospective applicant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving funds by any federal department or agency.

The applicant also certifies that it will comply with the requirements referenced in the attached document in accordance with the Subaward program.

Federal Financial Accountability and Transparency Act Information Form

Is your grant application for \$25,000 or more? Yes No

If yes, download and print the Federal Financial Accountability and Transparency Act Information Form by [clicking here](#).

Fill in Lines 1-8 of the form.

Fill in Line 9 if applicable (in most cases it is not).

Sign on Line 10.

When finished, scan and attach your completed form here:

https://njsage.intelligrants.com/_Upload/1985791_1588449-FFAT.pdf

NOTE: The FFATA Form is mandatory for all grants of \$25,000 or greater.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT FORM

To be completed by Subrecipient:

- Agency Name: Gloucester County Prosecutor's office
- City: WOODBURY 3. State: NJ 4. Zip +4: 08096-7998
- Congressional District: 5th
- DUNS number: 95-736-2247 (<http://www.dnb.com/us/>)
- Parent DUNS Number, if a subsidiary or controlled by a Parent organization: N/A
- Location of Primary Place of Performance of Project (if different than above):
City: Same as above State: _____ Zip +4: _____
Congressional District: _____
- The names and total compensation of the five most highly compensated officers of the entity (and parent if owned by another entity) if:
(i) the entity in the preceding fiscal year received—
(a) 80 percent or more of its annual gross revenues in Federal awards; and
(b) \$25,000,000 or more in annual gross revenues from Federal awards; and
(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

Officer Name	Total Compensation
#1	
#2	
#3	
#4	
#5	

10. Signature of Agency Representative: SGT. [Signature] 1869

To be completed by Division/Sub Grantor:

- Amount of Award: _____
- Federal: _____ 3. Match or State Share: _____
- Award Title: _____ 5. Award Number: _____
- Transaction Type: _____
- CFDA Number: _____
- Program Source: _____
- Descriptive Title of Project: _____
- Date of Award (OAG use only): _____



HTS Federal Highway Safety Grant 2021
Organization: Gloucester County
Federal Single Audit

Does your agency expend \$750,000 or more in federal funds during its fiscal year? (✓) Yes () No

If yes, download and print the Federal Single Audit Requirements and Certification Form by [clicking here](#).

Scan and attach your completed Form and Proof of Submission here:

https://njsage.intelligrants.com/_Upload/2206801_1750189-FederalSingleAuditCertification2021.pdf

FEDERAL SINGLE AUDIT REQUIREMENTS & CERTIFICATION

Applicant/Subrecipient: County of Gloucester

State Vendor Identification Number or EIN: 21-6000660

Total amount of funds received from all entities (including the Department of Law & Public Safety) during your last fiscal year: Federal Amount: \$ 9568513 State Amount: \$ 22637567

Applicant/Subrecipient fiscal year end date: 3/2021

The State of New Jersey, Department of Law and Public Safety, Consolidated Grants Management Office requires that all Subrecipients complete this Federal Single Audit Requirement Certification and, if subject to the federal single or program-specific audit requirements, submit proof of compliance from the Federal Audit Clearinghouse ("FAC") website. Please have your Chief Financial Officer or designee complete this form.

A Subrecipient that expends \$750,000 or more in Federal awards (from all sources including pass-through subawards) during its fiscal year must have a single or program-specific audit conducted for that year. See 2 C.F.R. Part 200, Subpart F, Audit Requirements.

Directions: Please check the applicable box below and sign the certification. If your organization or jurisdiction was subject to the federal single audit requirements for any fiscal year starting after January 1, 2015, ¹ you must attach proof of submission² of your audit reporting package to the FAC website. The FAC website can be found at: <https://harvester.census.gov/facweb/>.

I understand and acknowledge the above federal audit requirements and:

- My organization or jurisdiction was subject to the federal single or program-specific audit requirements for any fiscal year starting after January 1, 2015. Proof of compliance from the FAC website is attached.
- My organization or jurisdiction was not subject to the federal single or program-specific audit requirements for any fiscal year starting after January 1, 2015; or
- My organization is a New Jersey State Agency that is audited during the State of New Jersey's annual single audit.

Printed Name of CFO or designee: Tracey N. Giordano

Title: Treasurer / CFO

Signature: Tracey N. Giordano

Date: 3-23-20

¹ Audit reports are due 30 days after receipt from the auditor or 9 months after the end of the fiscal year, whichever is sooner. For example, for fiscal years ending 12/31/2015, audits were due no later than 9/30/2016. For fiscal years ending 6/30/2015, audits were due no later than 3/31/2016.

² See attached directions.



[Instruction Manual](#) [Federal Program Contacts](#) [FAC Home Page](#) [FAQs](#)

Search Results for Single Audits

YOUR SEARCH FOUND 14 RECORD(S) [Download Summary Report](#)

SEARCH CRITERIA:

- FISCAL YEAR : ALL YEARS
- FAC RELEASE DATE :
- FISCAL PERIOD END DATE :
- AUDITEE EIN : 216000660
- EIN RELATIONSHIP : EITHER
- AUDITOR EIN :
- AUDITOR EIN RELATIONSHIP :
- AUDITEE NAME :
- AUDITEE STATE : NJ
- FINANCIAL STATEMENT OPINION :
- SPECIAL FRAMEWORK OPINION :
- FEDERAL AGENCIES WITH CURRENT OR PRIOR YEAR AUDIT FINDINGS ON DIRECT AWARDS :
- CFDA NUMBERS :
- ADDITIONAL AWARD IDENTIFICATION :
- CLUSTER NAME :
- LOAN/LOAN GUARANTEE :
- PASSTHROUGH :
- SUB RECIPIENT AWARD :
- DIRECT AWARD :
- MAJOR PROGRAM :
- TYPE OF AUDIT FOR MAJOR PROGRAMS :
- FEDERAL AWARD FINDINGS :
- COGNIZANT OR OVERSIGHT AGENCY (FAC CALCULATED) :
- NAME OF FEDERAL COGNIZANT/OVERSIGHT AGENCY :
- FEDERAL AWARD FINDINGS DETAILS (2013 AND BEYOND) :
- COMPLIANCE REQUIREMENT :
- REPEAT FINDING :
- QUESTIONED COSTS :

[Modify Search](#) [Return to IMS Home](#)

Note: Due to formatting restrictions in the FAC database, the text input into Part III, Item 5 (Text of the Audit Findings) and Part IV (Text of the Corrective Action Plan) may not convey the full meaning of the audit finding or CAP. Users should refer to the reporting package to view the text as it was intended.

You have selected 8 items for download. If an electronic audit does not exist then no audit download-link is available

[Selected Audit Reports](#) [Download Audits](#)

Auditee EIN	Auditee Name	City	State	Fiscal Year End Date	Date Accepted by FAC	Initial Date Received	File Name	Form	Audit	Download
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2018	08/06/2019	08/06/2019	15653920181	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2017	06/29/2018	06/29/2018	15653920171	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2016	06/20/2017	06/20/2017	15653920161	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2015	07/19/2016	07/19/2016	15653920151	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2014	06/29/2015	06/29/2015	15653920141	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2013	07/09/2014	07/09/2014	15653920131	Form		<input type="checkbox"/>

216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2012	07/03/2013	07/03/2013	15653920121	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2018	09/19/2019	09/19/2019	20047920181	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2017	09/04/2018	09/04/2018	20047920171	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2016	09/06/2017	09/06/2017	20047920161	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY DIV. OF SOCIAL SERVICES	SEWELL	NJ	12/31/2015	09/29/2016	09/29/2016	20047920151	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2014	12/02/2015	12/02/2015	20047920141	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2013	09/30/2014	09/30/2014	20047920131	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2012	09/30/2013	09/26/2013	20047920122	Form		<input type="checkbox"/>

[Selected Audit Reports](#)

You have selected 8 items for download. If an electronic audit does not exist then no audit download link is available

[Modify Search](#) [Return to IMS Home](#)

If you need assistance, please contact the Federal Audit Clearinghouse (FAC) via [e-mail](#) or call 866-306-8779.
Version: 1.8.5.6

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description	Federal Share	State/Local Share	Total Amount
Kean University - Basic Crash Investigation, Advanced Crash Investigation	\$10,000		\$10,000
ITPM - Traffic Crash Reconstruction Level II, Pedestrian / Bicycle Crash Investigation Level I	\$36,000		\$36,000
Special Media Events - Notice for DWI Checkpoints	\$500		\$500
Total:	\$46,500	\$0	\$46,500

Contractual Services

If this page is not applicable, check this box and click SAVE or SAVE/NEXT.

Description	Federal Share	State/Local Share	Total Amount
NJ Safety Council - DDC Video License fees	\$600		\$600
Total:	\$600	\$0	\$600

Commodities

If this page is not applicable, check this box and click SAVE or SAVE/NEXT.

Description	Federal Share	State/Local Share	Total Amount
Road / Traffic Supplies	\$500		\$500
DDC 8/8 student workbooks and certificates	\$500		\$500
			\$0
			\$0
			\$0
			\$0
			\$0
Total:	\$1,000	\$0	\$1,000

Other Direct Costs

[] If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description	Federal Share	State/Local Share	Total Amount
Urine & Blood Alcohol Kits	\$2,000		\$2,000
			\$0
			\$0
			\$0
Total:	\$2,000	\$0	\$2,000

Budget Line Item	Federal Share	State/Local Share	Total Amount Requested
Salaries and Wages	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Travel	\$5,000	\$0	\$5,000
Enforcement/Education Details	\$0	\$0	\$0
Miscellaneous Personnel Services	\$46,500	\$0	\$46,500
Contractual Services	\$600	\$0	\$600
Commodities	\$1,000	\$0	\$1,000
Other Direct Costs	\$2,000	\$0	\$2,000
Indirect Costs	\$0	\$0	\$0
Total:	\$55,100	\$0	\$55,100

Signatures

I certify that the information in this application is true and correct, that the undersigned possesses the authority to apply for this grant, and that the applicant will comply with all Conditions and Assurances associated with this program.

The undersigned gives authorization to submit the application to the State of New Jersey, Department of Law and Public Safety, Division of Highway Traffic Safety for this subaward project.

Project Director Approval

I approve this application for submission.

Name: Nicholas F. Schock

Financial Director Approval

I approve this application for submission.

Name: Tracey N. Giordano

Authorizing Official Approval

I approve this application for submission.

Name: Robert M. Damminger

**RESOLUTION AUTHORIZING PAYMENTS TO ATLANTIC TACTICAL OF NJ FOR
LAW ENFORCEMENT EQUIPMENT THROUGH STATE CONTRACT IN AN
AMOUNT TOTALING \$28,658.30**

WHEREAS, on an as required basis, the County must purchase weapons as well as tactical and protective equipment to be utilized by the Prosecutor’s Office, Sheriff’s and Corrections Departments; and

WHEREAS, N.J.S.A. 40A:11-12 permits the County to make purchases through State Contract, without the need for public bidding, and Atlantic Tactical of NJ, located at 763 Corporate Circle, New Cumberland, PA. is a qualifying vendor; and

WHEREAS, the aggregate purchase for the three County departments in 2019 totaled \$28,658.30.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the law enforcement equipment purchased from Atlantic Tactical of NJ for use by the County Prosecutor’s Office, Sheriff’s and Corrections Departments via State Contract #17-FLEET-00787, through December 2019 is hereby authorized in the amount of \$28,658.30.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

RESOLUTION AUTHORIZING A GRANT APPLICATION WITH NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE DRIVING UNDER THE INFLUENCE SOBRIETY CHECKPOINT AND SATURATION PATROLS GRANT FROM OCTOBER 1, 2020 TO SEPTEMBER 30, 2021 FOR \$130,000.00

WHEREAS, the Gloucester County Prosecutor wishes to submit a grant application to the New Jersey Division of Highway Traffic Safety for the Driving Under the Influence Sobriety Checkpoint and Saturation Patrols Grant in the amount of \$130,000.00, which funds will be used to expand DWI sobriety checkpoints and patrols throughout Gloucester County in an effort to promote public awareness and actively combat DWI offenses; and

WHEREAS, the County Prosecutor’s Office has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders that all information contained in the grant application and in its attachments is true and correct; and

WHEREAS, the County Prosecutor’s Office has submitted the grant application to the County’s Department of Treasury for review, and said agency has approved the application, and the Board of Chosen Freeholders of the County understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued for the administration of grant projects; and

WHEREAS, the total amount of grant funds to be requested is \$130,000.00 for the grant period October 1, 2020 to September 30, 2021 via State Grant number FED-2021-Gloucester County-00121.

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 grant application referenced hereinabove, the resulting grant agreement, and any other documents necessary and proper to carry out the objectives of this Resolution; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby accepts any grant funds received and confirms that the funds will be used pursuant to the terms of the grant, and will comply with all applicable regulations of the granting authority and provide any necessary additional assurances as may be required, and that the County Prosecutor’s Office 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, May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**Laurie J. Burns,
Clerk of the Board**

TOTAL PROGRAM BUDGET \$ 130,000.00

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 0

TOTAL OTHER EXPENSES (b): \$ 130,000.00

TOTAL FRINGE (c): \$ 0

TOTAL PROGRAM COST (d): \$ 130,000.00

TOTAL GRANT FUNDING (e): \$ 130,000.00

TOTAL COUNTY FUNDING (f): \$ 0

DEPT. HEAD: 
Christine A. Hoffman, Acting Prosecutor

DATE: April 6, 2020

***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.

**Driving Under The Influence
Sobriety Checkpoint & Saturation Patrols FY21
Line Item Narrative
Budget C-2**

SALARIES & WAGES

Overtime Reimbursement

To reimburse municipal police departments for overtime spent enforcing DUI Sobriety Checkpoints and Saturation Patrols.

General Information

Applicant Agency Gloucester County
Project Title Gloucester County Highway Safety Taskforce DUI Checkpoint / Saturation Patrol Grant
Federal Tax ID # 216000660
D-U-N-S Number 957362247
CCR Registered? Yes No For information regarding CCR Registration [click here](#).

Final financial claim due October 31.
Project period must be within current federal fiscal year (October 1 - September 30).

Project Period
From 10/1/2020 To 9/30/2021

Type of Application
 Initial Cont. Year 2 Year 3

Is the applicant organization non-profit? No Yes

Are you a New Jersey State Agency (e.g. Division of State Police, Department of Community Affairs)?
 Yes No

Contact Information

Project Director

Prefix: Sergeant
First Name: Nicholas
Last Name: Schock
Title: Sergeant
Address 1: PO Box 623
Address 2:
City: Woodbury
State: New Jersey
Zip: 08096
Phone: 856-384-5635 ext.
Fax: 856-384-5596
E-Mail: nschock@co.gloucester.nj.us

Financial Director

Prefix: Mrs.
First Name: Tracey
Last Name: Giordano
Title: Treasurer
Address 1: PO Box 337
Address 2:
City: Woodbury
State: New Jersey
Zip: 08096
Phone: 856-853-3353 ext.
Fax: 856-845-6234
E-Mail: tgiordano@co.gloucester.nj.us

Authorizing Official

Prefix: Mr.
First Name: Robert
Last Name: Damminger
Title: Freeholder Director
Address 1: PO Box 337
Address 2:
City: Woodbury
State: New Jersey
Zip: 08096
Phone: 856-853-3395 ext.
Fax: 853-853-3308
E-Mail: rdamminger@co.gloucester.nj.us

Problem Statement

Describe in detail the specific problem you are attempting to impact or correct. Objectives must be measurable and three years of data to support the problem is required. Indicate why your current program or activity is not adequate and explain past efforts to resolve the problem. Provide supporting data, facts, or statistics which substantiate the need for the project.

See attached problem statement

Click the Browse button to add Problem Statement attachments.

https://njsage.intellicgrants.com/_Upload/2207500_1749551-2021DUICkpt.Problemstatement.doc

Objectives

Describe objectives to be accomplished during the project. Objectives should be specific, clearly written, measurable, targeted to the problem identified, and time framed.

Objective

To reduce the percentage of impaired driving related fatal crashes to less than 25% of the total fatalities, and a reduction of 5% of all injury crashes and 10% of property damage crashes.

Click the Browse button to add Objectives attachments.

Tasks

Increase quantity and quality of DWI traffic enforcement countywide

Decrease impact of DUI enforcement on municipal budgets

Promote public awareness of DUI and traffic safety concerns

Activities

Conduct DWI checkpoints and saturation patrols in a coordinated effort to combat impaired driving in Gloucester County. Publicly promote and advertise the details to educate the motoring public about the dangers of drinking and driving.

Objective

To conduct at least 6 DWI checkpoints and 2 Saturation Patrols as a regular form of DUI enforcement activity within the county, by utilizing experienced police officers to perform enforcement tasks at a pay rate of \$55 per hour (including holidays).

Click the Browse button to add Objectives attachments.

Tasks

Coordinate with towns to schedule the details

Activities

Conduct at least 6 DWI Checkpoints and 2 saturation patrol details.

Test

04/13/2020

Page 1 of 4

Objective

Assist in the coordination of the holiday "Drive Sober or Get Pulled Over" saturation patrol mobilization by providing funding for municipalities to conduct DWI patrols at a pay rate of \$55 per hour.
Click the Browse button to add Objectives attachments.

Tasks

Coordinate with municipalities to conduct the patrols
Report data to the Division of Highway Safety

Activities

Conduct two mobilizations (Thanksgiving-Christmas and Labor Day), funded at \$45,000 each to conduct county-wide enforcement.

Objective

Click the Browse button to add Objectives attachments.

Tasks

Activities

Objective

Click the Browse button to add Objectives attachments.

Tasks

Activities

Objective

DUI Checkpoint & Saturation Patrol Grant – 2020/2021

PROBLEM STATEMENT

Gloucester County encompasses an area of approximately 322 square miles. Within Gloucester County there are 403 miles of county roadway and 246 miles of state highway, not including the New Jersey Turnpike. Gloucester County has a population estimated to be approximately 290,265, which has increased by an estimated 15% since April 2000.

The ever-increasing flow of motor vehicle traffic has steadily advanced the yearly toll of motor vehicle fatalities and serious motor vehicle crashes. During the months of May through October, the traffic increase in Gloucester County is overwhelming due to the county being a major thoroughfare for vehicles streaming towards the shore communities. The vast majority of this influx arrives by private motor vehicle, operated by drivers forced to deal with the unfamiliar and congested roadways.

Decreasing the incidence of preventable motor vehicle crashes through increased police presence and enforcement is both a salutary and attainable goal. A true and lasting decline in the number of fatal and serious injury crashes can only be achieved by the driving population's large-scale voluntary compliance with traffic laws. Such voluntary compliance is a significant part of, and a direct function of, the deterrent effect of traffic related law enforcement.

To effectively police the roadways of Gloucester County and maximize the deterrent benefits of Driving Under the Influence (DUI) Sobriety Checkpoints and Saturation Patrols, a regionalized approach would be beneficial. The plan would also call for individual community DWI enforcement efforts to be linked with a county-wide plan. The goal is to attain the best possible allocation of resources and produce quantifiable results.

STATISTICAL INFORMATION

“Drunk driving is a **deadly violent** crime. As crippling as **crack**, as random as **gang violence**, and it’s **killing** more kids than both combined”

Former President, George H.W. Bush

According to data from the National Highway Traffic Safety Administration (NHTSA), in 2000 America experienced the largest percentage increase in alcohol-related traffic deaths on record. 17,380 people were killed in alcohol-related crashes – an average of one every half-hour. These deaths constituted approximately 41 percent of the 41,945 total traffic fatalities.

Since then, this number has remained alarmingly high. Over the past three years of FARS data, from 2016-2018, persons killed in a drunk driving related crash have remained steady at over 30 percent. Despite the decrease in total fatalities, the rate of instances of alcohol involvement remains unchanged. According to NHTSA’s FARS latest data, in 2018, there were 12,389 fatal crashes attributed to consumption of alcohol to some extent (<http://www-fars.nhtsa.dot.gov/Trends/TrendsAlcohol.aspx>).

In the most recent study conducted by MADD:

- Over 1.46 million drivers were arrested in 2006 for driving under the influence of alcohol or narcotics. This is an arrest rate of 1 for every 139 licensed drivers in the United States.
- In 2002, surveys estimate that Americans took over 159 million alcohol-impaired driving trips, compared with only 116 million in 1997.
- Alcohol-related crashes in the United States cost the public an estimated \$114.3 billion in 2000, including \$51.1 billion in monetary costs and an estimated \$63.2 billion in quality of life losses. People other than the drinking driver paid \$71.6 billion of the alcohol-related crash bill, which is 63 percent of the total cost of these crashes.

New Jersey had 563 fatalities during 2018. Of this total, 478 were tested for alcohol. Of those tested, 163, or 34.1%, were positive for alcohol. 2018 showed a **4.5% increase** in the percentage of alcohol related fatalities compared to 2017.

Drunk Driving and Sobriety Checkpoints in the United States, according to MADD statistics:

- Driving under the influence of alcohol or other drugs was listed as the greatest highway safety problem.
- Research has shown that highly publicized, highly visible, and frequent sobriety checkpoints reduce alcohol-involved crashes and fatalities by an average of **twenty percent**.

- Eighty-seven percent of Americans say they support the use of sobriety checkpoints to check for drunk drivers, and sixty-two percent would like sobriety checkpoints to be used more often.
- Support for sobriety checkpoints has increased from 79 percent in 1993 to 83 percent in 2000 to 87 percent in 2006.
- Research shows that for every dollar invested in checkpoints, communities save between \$6 and \$23 in costs from alcohol-related crashes.

Utilizing the statistical information compiled by the Gloucester County Prosecutor's Office, Crash Investigation Unit, since 2002/2003, three primary causes of Gloucester County fatalities and/or serious injury crashes were identified: 1.) driving while intoxicated; 2.) hazardous moving violations, specifically speeding, improper turning and disregard of traffic control devices; and 3.) failure to utilize seatbelts.

The following numbers reflect statistical information gathered by the Gloucester County Prosecutor's Office, Crash Investigation Unit, for county-wide motor vehicle crashes that resulted in death/serious injury to another person and possessed an involvement of alcohol/drugs:

2005

Assault by Auto

35 motor vehicle crashes 27 alcohol/drug related

Fatal

26 motor vehicle crashes 7 alcohol/drug related 28 fatalities

2006

Assault by Auto

34 motor vehicle crashes 33 alcohol/drug related 55 injuries

Fatal

37 motor vehicle crashes 12 alcohol/drug related 40 fatalities

2007

Assault by Auto

37 motor vehicle crashes 32 alcohol/drug related 54 injuries

Fatal

44 motor vehicle crashes 12 alcohol/drug related 48 fatalities

2008		
------	--	--

Assault by Auto

47 motor vehicle crashes	36 drug/alcohol related	63 injuries
--------------------------	-------------------------	-------------

Fatal

32 motor vehicle crashes	13 drug/alcohol related	36 fatalities
--------------------------	-------------------------	---------------

2009		
------	--	--

Assault by Auto

42 motor vehicle crashes	33 drug/alcohol related	65 injuries
--------------------------	-------------------------	-------------

Fatal

22 motor vehicle crashes	5 drug/alcohol related	22 fatalities
--------------------------	------------------------	---------------

2010		
------	--	--

Assault by Auto

23 motor vehicle crashes	15 drug/alcohol related	29 injuries
--------------------------	-------------------------	-------------

Fatal

19 motor vehicle crashes	6 drug/alcohol related	19 fatalities
--------------------------	------------------------	---------------

2011		
------	--	--

Assault by Auto

43 motor vehicle crashes	29 drug/alcohol related	52 injuries
--------------------------	-------------------------	-------------

Fatal

24 motor vehicle crashes	8 drug/alcohol related	26 fatalities
--------------------------	------------------------	---------------

2012		
------	--	--

Assault by Auto

46 motor vehicle crashes	30 drug/alcohol related	70 injuries
--------------------------	-------------------------	-------------

Fatal

22 motor vehicle crashes	8 drug/alcohol related	23 fatalities
--------------------------	------------------------	---------------

2013		
-------------	--	--

Assault by Auto

38 motor vehicle crashes	24 drug/alcohol related	64 injuries
--------------------------	-------------------------	-------------

Fatal

26 motor vehicle crashes	9 drug/alcohol related	26 fatalities
--------------------------	------------------------	---------------

2014		
-------------	--	--

Assault by Auto

39 motor vehicle crashes	32 drug/alcohol related	59 injuries
--------------------------	-------------------------	-------------

Fatal

30 motor vehicle crashes	9 drug/alcohol related	31 fatalities
--------------------------	------------------------	---------------

2015		
-------------	--	--

Assault by Auto

29 motor vehicle crashes	23 drug/alcohol related	35 injuries
--------------------------	-------------------------	-------------

Fatal

21 motor vehicle crashes	6 drug/alcohol related	23 fatalities
--------------------------	------------------------	---------------

2016		
-------------	--	--

Assault by Auto

30 motor vehicle crashes	25 drug/alcohol related	34 injuries
--------------------------	-------------------------	-------------

Fatal

27 motor vehicle crashes	8 drug/alcohol related	27 fatalities
--------------------------	------------------------	---------------

2017		
-------------	--	--

Assault by Auto

35 motor vehicle crashes	26 drug/alcohol related	38 injuries
--------------------------	-------------------------	-------------

Fatal

43 motor vehicle crashes	17 drug/alcohol related	44 fatalities
--------------------------	-------------------------	---------------

2018

Assault by Auto

42 motor vehicle crashes 26 drug/alcohol related

Fatal

33 motor vehicle crashes 9 drug/alcohol related 38 fatalities

2019

Assault by Auto

36 motor vehicle crashes 23 drug/alcohol related

Fatal

39 motor vehicle crashes 16 drug/alcohol related 42 fatalities

The Gloucester County Prosecutor's Office has established a zero tolerance policy on any motor vehicle crash involving alcohol/drugs that result in death or bodily injury. As part of this policy, all motor vehicle crashes involving alcohol/drugs are presented to the Gloucester County Grand Jury.

There were 39 fatal motor vehicle crashes in 2019 in Gloucester County, resulting in 42 fatalities. Of these 39 crashes, 16, or 41% were drug/alcohol related. The Gloucester County Prosecutor's Office also prosecuted 36 assault by auto criminal cases, 23 of which were drug/alcohol related. The number of fatal crashes increased from 2018 to 2019, and the percentage of crashes that were alcohol related increased from 27.2% to 41%. The number of criminal cases decreased from 42 in 2018, to 36 in 2019.

DUI ENFORCEMENT – THE USE OF DUI CHECKPOINTS & PATROLS

It has long been recognized that impaired driving is one of the most significant contributing factors in traffic fatalities and injuries. In an attempt to deter and apprehend intoxicated drivers, sobriety checkpoints and saturation patrols have become prevalent throughout the nation. High visibility, efficient enforcement and the media attention associated with these efforts have made checkpoints and patrols an effective tool in removing impaired drivers from the roadway.

Sobriety checkpoints were rarely conducted in Gloucester County prior to 2003. There are several municipal police departments that have not conducted a sobriety checkpoint in well over a decade. In 2018/2019, with the assistance of grant funds awarded by the New Jersey Division of Highway Traffic Safety, Gloucester County conducted 3 DUI Sobriety Checkpoints between October 2018 and September 2019. These checkpoints were conducted the municipalities with the highest rate of alcohol/drug related motor vehicle

crashes. All checkpoints were worked by municipal police officers from the hosting departments, along with detectives from the Gloucester County Prosecutor's Office, maintaining the Gloucester County Prosecutor's Office zero-tolerance policy. A primary objective of the continued DUI Sobriety Checkpoint grant will be to facilitate the reintroduction and continued enforcement of sobriety checkpoints and saturation patrols.

Since this grant funded approach first began, the Gloucester County Prosecutor's Office, Crash Investigation Unit has issued an operational directive applicable to all sobriety checkpoint operations. All sobriety checkpoints conducted under this grant will be operated jointly between the municipal police agency involved and the Gloucester County Prosecutor's Office. Municipal officers working the checkpoint will be paid from the grant funds. The Crash Investigation Unit supervisor or the assigned supervisor will be present at each checkpoint operation. All drivers stopped at the checkpoint will be given a handout explaining the purpose of the operation.

These checkpoints received widespread publicity through media. As a result of these DUI Sobriety Checkpoints, the Gloucester County Prosecutor's Office has formulated a working relationship with many local fire departments, who provide lighting for safety at the checkpoints, as well as refreshments to the officers working the checkpoints.

The continuation of sobriety checkpoints and saturation patrols in Gloucester County will have a major impact in DUI enforcement capability countywide. Implementation of these checkpoints and saturation patrols, together with their results and arrests, will receive widespread publicity.

The results of the 2018/2019 County DUI Checkpoint & Saturation Patrol project are as follows:

DUI checkpoints were held in:

Washington Township, Harrison Township

As a result of the checkpoints, 3 DWI arrests were made. In addition, there were 20 other arrests, 130 summonses issued, and 615 vehicles checked.

In 2018-2019, Gloucester County led a regional enforcement effort in the "Drive Sober or Get Pulled Over" DWI Holiday and Labor Day saturation patrols. The Prosecutor's Office was awarded \$45,000 for each mobilization to distribute to local PD's to conduct the enforcement. The local PD's reported their data back to the Prosecutor's Office, who was then able to upload the data for the entire county to Highway Safety. As a result, 17 departments were able to receive funding to conduct saturation patrols.

As a result of the patrols, 97 DWI arrests were made and over 2,750 summonses issued.

OBJECTIVES

The objectives of this project are:

- 1.) **To reduce the percentage of impaired driving related fatal crashes to less than 25% of the total fatalities, and a reduction of 5% of all injury crashes and 10% of property damage crashes.**
- 2.) **Conduct at least 6 DWI checkpoints and 2 saturation patrols** as a regular form of DUI enforcement activity within the county, by utilizing experienced police officers to perform enforcement tasks at the pay rate of \$55.00 per hour (including holiday details);
- 3.) **Coordinate “Drive Sober or Get Pulled Over” saturation patrols.** \$45,000 for each mobilization, at a pay rate of \$55.00 per hour (including holiday details).
- 4.) To increase both quantity and quality of DUI traffic enforcement countywide;
- 5.) To decrease the impact of DUI enforcement costs on municipal budgets, by providing grant money to previously underserved municipalities;
- 6.) To promote public awareness of DUI and traffic safety concerns on a widespread basis, this to be accomplished through the “warning” aspect of the enforcement projects, the overall field visibility achieved by the effort and resulting media attention;
- 7.) To emphasize and elevate the status of traffic safety enforcement in the law enforcement community as a whole;
- 8.) Maintain cooperative working and lasting relationships between the Gloucester County Prosecutor’s Office, local traffic safety bureaus and officers, the New Jersey State Police and the New Jersey Division of Highway Traffic Safety;
- 9.) Continue to review traffic enforcement related activities through Gloucester County for the purpose of developing enforcement and community safety programs.

MILESTONES

Numerous checkpoints have been conducted in Gloucester County since 2003 to educate the motorist on the effects of alcohol on the body and the consequences of driving while intoxicated. As a result, the total number of DUI related fatal crashes has remained in the single digits, down from 13 in 2008 to 9 in 2014, 6 in 2015, and 8 in 2016. Through frequent, high-visibility enforcement, Gloucester County was able to maintain this number in the single digits, with 9 fatal crashes involving alcohol. After sustaining an increase in alcohol-related fatal crashes in 2019, the Taskforce will seek to improve upon this number in 2020-2021.

EVALUATION:

This project will be administratively evaluated by the New Jersey Division of Highway Traffic Safety to determine if objectives were fully met. Included in this evaluation will be the number of individual enforcement events completed under this project, and the number of DUI violations prosecuted in those jurisdictions participating in the project.

REPORTING REQUIREMENTS

The project director will submit quarterly reports provided by the New Jersey Division of Highway Traffic Safety, which will describe the progress of this project.

Methodology (Methods)

Describe activities and procedures which will be undertaken to achieve each objective. Fully describe what actions are necessary to help resolve the problem stated.

See attached problem statement

Click the Browse button to add Methodology attachments.

Milestones

Describe sequence of activities. Applications may include a time chart describing program activities.

Task 1

Conduct DWI Checkpoints and Saturation Patrols

Activity 1

Numerous checkpoints have been conducted in Gloucester County since 2003 to educate the motorist on the effects of alcohol on the body and the consequences of driving while intoxicated. As a result, the total number of DUI related fatal crashes has remained in the single digits, down from 13 in 2008 to 9 in 2014, 6 in 2015, and 8 in 2016. Through frequent, high-visibility enforcement, Gloucester County was able to maintain this number in the single digits, with 9 fatal crashes involving alcohol. In 2019, this number increased to 16, and the Taskforce will seek to improve upon this number in 2020-2021.

Click the Browse button to add Milestones attachments.

Task 2

Activity 2

Task 3

Activity 3

Task 4

Activity 4

Task 5

Activity 5

Task 6

Activity 6

Task 7

Activity 7

Task 8

Test

04/13/2020

Evaluation

Evaluation

Describe how the expected results will be measured.

Administrative evaluation is required for all projects.

Impact evaluation is feasible only in a limited number of projects.

Administrative (Performance) Evaluation

Requires measuring the operational efficiency of task activities as they relate to the accomplishment of established goals and objectives. In measuring actual task activities, it compares them to:

1. the baseline or pre-task levels of the same activities,
2. the targeted levels of activity established for the task and the planned use of funds.

This project will be administratively evaluated by the New Jersey Division of Highway Traffic Safety to determine if objectives were fully met.

Impact (Efficiency) Evaluation

A determination of the extent to which task operations and activities have contributed to the achievement of an objective related to crash involvement.

Included in this evaluation will be the number of individual enforcement events completed under this project, and the number of DUI violations prosecuted in those jurisdictions participating in the project.

Click the Browse button to add attachments to Impact (Efficiency) Evaluation

Subsequent Years

This is the last section of the proposal, but by no means the least important. We would like to know how you plan to continue your program when the grant funding phases out. This section does not apply to "one time only" grant application request, however, if you contemplate that the project will involve more than one year's financing with federal funds, please include for subsequent fiscal years the total amount estimated to be required broken down by source funding, example State, local, or federal.

The Gloucester County Highway Safety Taskforce has promoted the effectiveness of DWI checkpoints to local municipalities. The result has been a steady increase in participation, even absent funding from the Taskforce. Towns have conducted checkpoints utilizing funds from their municipal budgets, as well as DDEF and "Drive Sober or Get Pulled Over" funding to continue to conduct DWI checkpoint activities.

HTS Federal Highway Safety Grant 2021
Organization: Gloucester County
Acceptance of Conditions

Acceptance of Conditions can be found by [clicking here](#).

I agree to the Terms and Conditions outlined in Acceptance of Conditions document found above.

BTS Federal Highway Safety Grant 2021
Organization: Gloucester County
Project Location

Please check this box if the project is statewide

County to filter by: Gloucester County

Please check this box if the project is countywide

Municipalities:

- Clayton Borough
- Deptford Township
- East Greenwich Township
- Elk Township
- Franklin Township
- Franklin Township
- Franklin Township
- Franklin Township
- Glassboro Borough
- Greenwich Township
- Greenwich Township
- Greenwich Township
- Harrison Township
- Logan Township
- Mantua Township
- Monroe Township
- Monroe Township
- National Park Borough
- Newfield Borough
- Paulsboro Borough
- Pitman Borough
- South Harrison Township

HTS Federal Highway Safety Grant 2021
Organization: Gloucester County
Local Aid & Legislative Districts

Legislative Districts: 3, 4, 5

Local Aid Districts: District 4, Trenton

Congressional Districts:

HTS Federal Highway Safety Grant 2021
Organization: Gloucester County
Certification Regarding Debarment and Suspension

Certification regarding Debarment and Suspension can be found by [clicking here](#).

The prospective applicant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving funds by any federal department or agency.

The applicant also certifies that it will comply with the requirements referenced in the attached document in accordance with the Subaward program.

Federal Financial Accountability and Transparency Act Information Form

Is your grant application for \$25,000 or more? Yes No

If yes, download and print the Federal Financial Accountability and Transparency Act Information Form by [clicking here](#).

Fill in Lines 1-8 of the form.

Fill in Line 9 if applicable (in most cases it is not).

Sign on Line 10.

When finished, scan and attach your completed form here:

https://njsage.intelligrants.com/_Upload/1990168_1588449-FFAT.pdf

NOTE: The FFATA Form is mandatory for all grants of \$25,000 or greater.

Does your agency expend \$750,000 or more in federal funds during its fiscal year? (✓) Yes () No

If yes, download and print the Federal Single Audit Requirements and Certification Form by [clicking here](#).

Scan and attach your completed Form and Proof of Submission here:

https://njsage.intelligrants.com/_Upload/2207523_1750189-FederalSingleAuditCertification2021.pdf

FEDERAL SINGLE AUDIT REQUIREMENTS & CERTIFICATION

Applicant/Subrecipient: County of Gloucester

State Vendor Identification Number or EIN: 21-6000660

Total amount of funds received from all entities (including the Department of Law & Public Safety) during your last fiscal year: Federal Amount: \$ 9568513 State Amount: \$ 22637567

Applicant/Subrecipient fiscal year end date 3/2021

The State of New Jersey, Department of Law and Public Safety, Consolidated Grants Management Office requires that all Subrecipients complete this Federal Single Audit Requirement Certification and, if subject to the federal single or program-specific audit requirements, submit proof of compliance from the Federal Audit Clearinghouse ("FAC") website. Please have your Chief Financial Officer or designee complete this form.

A Subrecipient that expends \$750,000 or more in Federal awards (from all sources including pass-through subawards) during its fiscal year must have a single or program-specific audit conducted for that year. See 2 C.F.R. Part 200, Subpart F, Audit Requirements.

Directions: Please check the applicable box below and sign the certification. If your organization or jurisdiction was subject to the federal single audit requirements for any fiscal year starting after January 1, 2015, ¹ you must attach proof of submission² of your audit reporting package to the FAC website. The FAC website can be found at: <https://harvester.census.gov/facweb/>.

I understand and acknowledge the above federal audit requirements and:

- My organization or jurisdiction was subject to the federal single or program-specific audit requirements for any fiscal year starting after January 1, 2015. Proof of compliance from the FAC website is attached.
- My organization or jurisdiction was not subject to the federal single or program-specific audit requirements for any fiscal year starting after January 1, 2015; or
- My organization is a New Jersey State Agency that is audited during the State of New Jersey's annual single audit.

Printed Name of CFO or designee: Tracey N. Giordano

Title: Treasurer / CFO

Signature: Tracey N. Giordano

Date: 3-23-20

¹ Audit reports are due 30 days after receipt from the auditor or 9 months after the end of the fiscal year, whichever is sooner. For example, for fiscal years ending 12/31/2015, audits were due no later than 9/30/2016. For fiscal years ending 6/30/2015, audits were due no later than 3/31/2016.

² See attached directions.



Instruction Manual Federal Program Contacts FAC Home Page FAQs

Search Results for Single Audits

YOUR SEARCH FOUND 14 RECORD(S) [Download Summary Report](#)

SEARCH CRITERIA:

- FISCAL YEAR : ALL YEARS
- FAC RELEASE DATE :
- FISCAL PERIOD END DATE :
- AUDITEE EIN : 216000660
- EIN RELATIONSHIP : EITHER
- AUDITOR EIN :
- AUDITOR EIN RELATIONSHIP :
- AUDITEE NAME :
- AUDITEE STATE : NJ
- FINANCIAL STATEMENT OPINION :
- SPECIAL FRAMEWORK OPINION :
- FEDERAL AGENCIES WITH CURRENT OR PRIOR YEAR AUDIT FINDINGS ON DIRECT AWARDS :
- CFDA NUMBERS :
- ADDITIONAL AWARD IDENTIFICATION :
- CLUSTER NAME :
- LOAN/LOAN GUARANTEE :
- PASSTHROUGH :
- SUB RECIPIENT AWARD :
- DIRECT AWARD :
- MAJOR PROGRAM :
- TYPE OF AUDIT FOR MAJOR PROGRAMS :
- FEDERAL AWARD FINDINGS :
- COGNIZANT OR OVERSIGHT AGENCY (FAC CALCULATED) :
- NAME OF FEDERAL COGNIZANT/OVERSIGHT AGENCY :
- FEDERAL AWARD FINDINGS DETAILS (2013 AND BEYOND) :
- COMPLIANCE REQUIREMENT :
- REPEAT FINDING :
- QUESTIONED COSTS :

[Modify Search](#) [Return to TMS Home](#)

Note: Due to formatting restrictions in the FAC database, the text input into Part III, Item 5 (Text of the Audit Findings) and Part IV (Text of the Corrective Action Plan) may not convey the full meaning of the audit finding or CAP: Users should refer to the reporting package to view the text as it was intended.

You have selected 8 items for download. If an electronic audit does not exist then no audit download link is available

[Selected Audit Reports](#) [Download Audits](#)

Auditee EIN	Auditee Name	City	State	Fiscal Year End Date	Date Accepted by FAC	Initial Date Received	File Name	Form	Audit	Download
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2018	08/06/2019	08/06/2019	15653920181	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2017	06/29/2018	06/29/2018	15653920171	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2016	06/20/2017	06/20/2017	15653920161	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2015	07/19/2016	07/19/2016	15653920151	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2014	06/29/2015	06/29/2015	15653920141	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2013	07/09/2014	07/09/2014	15653920131	Form		<input type="checkbox"/>

216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2012	07/03/2013	07/03/2013	15653920121	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2018	09/19/2019	09/19/2019	20047920181	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2017	09/04/2018	09/04/2018	20047920171	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2016	09/06/2017	09/06/2017	20047920161	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY DIV. OF SOCIAL SERVICES	SEWELL	NJ	12/31/2015	09/29/2016	09/29/2016	20047920151	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2014	12/02/2015	12/02/2015	20047920141	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2013	09/30/2014	09/30/2014	20047920131	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2012	09/30/2013	09/26/2013	20047920122	Form		<input type="checkbox"/>

Selected Audit Reports

You have selected 8 items for download. If an electronic audit does not exist then no audit download link is available

If you need assistance, please contact the Federal Audit Clearinghouse (FAC) via [e-mail](#) or call 866-306-8779.
Version: 1.4.5.8

This page is for detailing overtime hours only.
 Overtime is generally reimbursed at \$55/hour. This can be adjusted in rare circumstances and is subject to review and approval.

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description	Number of Hours	Number of Staff	Hourly Rate	Federal Share	State/Local Share	Total Amount
DWI Checkpoint and Saturation Patrols	727	181	\$55.00	\$40,000		\$40,000
Drive Sober or Get Pulled Over Holiday	818	204	\$55.00	\$45,000		\$45,000
Drive Sober or Get Pulled Over Labor Day	818	204	\$55.00	\$45,000		\$45,000
Total:	2363	589		\$130,000	\$0	\$130,000

\$0
 \$0
 \$130,000

Budget Line Item	Federal Share	State/Local Share	Total Amount Requested
Salaries and Wages	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Enforcement/Education Details	\$130,000	\$0	\$130,000
Miscellaneous Personal Services	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0
Commodities	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0
Total:	\$130,000	\$0	\$130,000

Signatures

I certify that the information in this application is true and correct, that the undersigned possesses the authority to apply for this grant, and that the applicant will comply with all Conditions and Assurances associated with this program.

The undersigned gives authorization to submit the application to the State of New Jersey, Department of Law and Public Safety, Division of Highway Traffic Safety for this subaward project.

Project Director Approval

I approve this application for submission.

Name: Nicholas F. Schock

Financial Director Approval

I approve this application for submission.

Name: Tracey N. Giordano

Authorizing Official Approval

I approve this application for submission.

Name: Robert M. Damming

RESOLUTION AUTHORIZING A GRANT APPLICATION AND ACCEPTANCE OF FUNDS WITH THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE DISTRACTED DRIVING CRACKDOWN GRANT FROM APRIL 1, 2021 TO APRIL 30, 2021 FOR A GRANT AMOUNT OF \$66,000.00

WHEREAS, driver inattention remains the most significant cause of fatal and incapacitating motor vehicle crashes and the County of Gloucester seeks to combat distracted driving, especially at high crash and high driver distraction locations; and

WHEREAS, the Gloucester County Prosecutor wishes to submit a grant application to the New Jersey Division of Highway Traffic Safety for the Distracted Driving Crackdown Grant, for a grant amount of \$66,000.00, which funds will be used for reimbursement of overtime costs for officers of selected municipalities to conduct various distracted driving enforcement details; and

WHEREAS, the County Prosecutor’s Office has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders that all information contained in the grant application and in its attachments is true and correct; and

WHEREAS, the County Prosecutor’s Office has submitted the grant application to the County’s Department of Treasury for review, and said agency has approved the application, and the Board of Chosen Freeholders of the County understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued for the administration of grant projects; and

WHEREAS, the total amount of grant funds to be requested is \$66,000.00 for the grant period from April 1, 2021 to April 30, 2021 via State Grant number FED-2021-Gloucester County-00122.

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 grant application referenced hereinabove, the resulting grant agreement, and any other documents necessary and proper to carry out the objectives of this Resolution; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby accepts any grant funds received and confirms that the funds will be used pursuant to the terms of the grant, and will comply with all applicable regulations of the granting authority and provide any necessary additional assurances as may be required, and that the County Prosecutor’s Office 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, May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

GRANT REQUEST FORM

DATE: 4/6/20

1. TYPE OF GRANT

 NEW GRANT X RENEWAL

2. GRANT TITLE: Distracted Driving Crackdown

3. GRANT TERM: FROM: 4/1/21 TO: 4/30/21

4. DATE APPLICATION DUE TO GRANTOR: 4/30/20

5. CFDA NUMBER: _____

6. STATE GRANT NUMBER: FED-2021-Gloucester County-00122

7. COUNTY DEPARTMENT: Prosecutor

8. DEPT. CONTRACT PERSON & PHONE NO. Sgt. Nicholas Schock 384-5635

9. NAME OF FUNDING AGENCY: NJ Division of Highway Traffic Safety

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To fund municipal officers overtime and decrease the impact of traffic services on municipal budgets by conducting Distracted Driving enforcement details and activities throughout Gloucester County at predetermined high crash and high driver distraction locations. Distracted driving is a deadly behavior and in NJ, driver inattention remains the most significant cause of fatal and incapacitating crashes.

11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? _____

12. INDIRECT COST (IC) RATE _____ %

13. IC CHARGED TO GRANT : \$ _____

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>66,000.00</u>	
CASH MATCH	\$ _____	_____
IN-KIND MATCH	\$ _____	(Attach Documentation)

(Attached Documentation)

TOTAL PROGRAM BUDGET \$ 66,000.00

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ _____

TOTAL OTHER EXPENSES (b): \$ 66,000.00

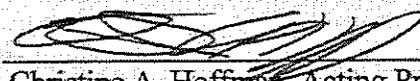
TOTAL FRINGE (c): \$ _____

TOTAL PROGRAM COST (d): \$ _____

TOTAL GRANT FUNDING (e): \$ 66,000.00

TOTAL COUNTY FUNDING (f): \$ _____

DEPT. HEAD:



Christine A. Hoffman, Acting Prosecutor

DATE:

April 6, 2020

***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.

**DISTRACTED DRIVING CRACKDOWN FY21
LINE ITEM NARRATIVE
Budget C-2**

SALARIES & WAGES

Overtime Reimbursement

To reimburse municipal police departments for overtime spent enforcing Distracted Driving Checkpoints and Saturation Patrols.

General Information

Applicant Agency Gloucester County
Project Title Gloucester County Highway Safety Taskforce 2021 Distracted Driving Crackdown.
U Drive. U Text. U Pay.
Federal Tax ID # 216000660
D-U-N-S Number 957362247
CCR Registered? Yes No For information regarding CCR Registration [click here.](#)

Final financial claim due October 31.

Project period must be within current federal fiscal year (October 1 - September 30).

Project Period

From 4/1/2021 To 4/30/2021

Type of Application

Initial Cont. Year 2 Year 3

Is the applicant organization non-profit? No Yes

Are you a New Jersey State Agency (e.g. Division of State Police, Department of Community Affairs)?

Yes No

Project Director

Prefix: Sergeant
First Name: Nicholas
Last Name: Schock
Title: Sergeant
Address 1: PO Box 623
Address 2:
City: Woodbury
State: New Jersey
Zip: 08096
Phone: 856-384-5635 ext.
Fax: 856-384-5596
E-Mail: nschock@co.gloucester.nj.us

Financial Director

Prefix: Mrs.
First Name: Tracey
Last Name: Giordano
Title: Treasurer
Address 1: PO Box 337
Address 2:
City: Woodbury
State: New Jersey
Zip: 08096
Phone: 856-853-3353 ext.
Fax: 856-845-6234
E-Mail: tgjordano@co.gloucester.nj.us

Authorizing Official

Prefix: Mr.
First Name: Robert
Last Name: Damminger
Title: Freeholder Director
Address 1: PO Box 337
Address 2:
City: Woodbury
State: New Jersey
Zip: 08096
Phone: 856-853-3395 ext.
Fax: 856-853-3308
E-Mail: rdamminger@co.gloucester.nj.us

Problem Statement

Describe in detail the specific problem you are attempting to impact or correct. Objectives must be measurable and three years of data to support the problem is required. Indicate why your current program or activity is not adequate and explain past efforts to resolve the problem. Provide supporting data, facts, or statistics which substantiate the need for the project.

Distracted driving is a dangerous epidemic on America's roadways. In 2017 alone, 3,166 people were killed in distracted driving crashes, and more than 46,000 were injured. In New Jersey, driver inattention remains the most significant cause of fatal and incapacitating crashes. Driver inattention was listed as a contributing circumstance in 51 percent of the state's crashes in 2017 and was a contributing factor in more than 733,000 crashes from 2013-2017.

Distracted driving is any activity that diverts a person's attention away from the primary task of driving. All distractions endanger driver, passenger, and bystander safety. These distractions include:

- Texting
 - Using a cell phone or smartphone
 - Eating and drinking
 - Talking to passengers
 - Grooming
 - Reading, including maps
 - Using a navigation system
 - Watching a video
 - Adjusting a radio, CD player, or MP3 player
- But, because using a hand held cell phone while driving to make calls or send text messages requires visual, manual, and cognitive attention from the driver, they are by far the most alarming distractions.

April is National Distracted Driver Month, which is a time to remind New Jersey motorists of the state's distracted driving laws, which include a ban on hand-held cell phone use and text messaging by all drivers and a ban on all cell phone use (hand held or hands free) by novice drivers.

From April 1-30, 2021, police officers, on an overtime basis, will conduct special enforcement patrols targeting distracted drivers. The patrols will consist of roving patrols and fixed checkpoints.

During the 2019 Distracted Driving Crackdown U Drive, U Text, U Pay, participating police agencies in the state issued 15,105 summonses for cell phone use/texting and 6,286 for careless driving.

Click the Browse button to add Problem Statement attachments.

Objectives
Describe objectives to be accomplished during the project. Objectives should be specific, clearly written, measurable, targeted to the problem identified, and time framed.

Objective

Reduce the number of m.v. fatalities in the state with a distracted driver contributing cause (as detailed in the

FY2020 NJ Highway Safety Plan) through distracted driving enforcement and education during the 2021

Distracted Driving Crackdown.

Click the Browse button to add Objectives attachments.

Tasks

Distracted Driving enforcement and public awareness will be the focus of the effort.

Activities

Police officers from this agency will conduct distracted driving activities during the project period at predetermined high crash and high driver distraction locations.

Objective

Click the Browse button to add Objectives attachments.

Tasks

Activities

Objective

Click the Browse button to add Objectives attachments.

Tasks

Activities

Objective

Click the Browse button to add Objectives attachments.

Methodology (Methods)

Describe activities and procedures which will be undertaken to achieve each objective. Fully describe what actions are necessary to help resolve the problem stated.

REMINDER: As per directives from NHTSA (which provides the federal funding for this grant) Chiefs of Police are not eligible to work grant-funded overtime through this grant.

This federally-funded grant project consists of an enforcement overtime campaign from April 1 through April 30, 2021. The project is designed to raise awareness about the dangers of distracted driving, to offer deterrence through visible enforcement, and to issue summonses for relevant motor vehicle violations. The grant will pay for 1,200 hours of overtime enforcement during the crackdown period, with a maximum rate to be reimbursed of \$55 per hour. The 1,200 overtime hours will be used for roving patrols and checkpoints.

This is a reimbursement grant. Participating departments will incur all costs and then submit the necessary documentation to the DHTS for reimbursement.

This is an enforcement campaign. A reasonable number of distracted driving related summonses are expected in relation to overtime hours worked.

The maximum project overtime rate is \$55 per hour regardless of what officer works the project hours. The officer is to receive the full dollar amount in overtime. Administrative costs or fees should be considered "in kind services" or soft matches and are not a part of this grant. It is up to the agency to establish its pay rate for the project. The Division encourages agencies to pay all participating officers a flat \$55 per hour rate for this overtime detail, but agencies may pay their usual overtime rates, if they wish, in which case the reimbursement from the Division will be:

Officers paid \$55.00 - project will reimburse at \$55 per hour

Officers paid less than \$55.00 - project will reimburse at that lower rate

Officers paid more than \$55.00 - project will reimburse at \$55.00 per hour with the municipality covering the remainder of the rate

The maximum hourly rate to be reimbursed is \$55/hour, regardless of whether all the grant-budgeted hours are worked or not.

Click the Browse button to add Methodology attachments.

Milestones

Describe sequence of activities. Applications may include a time chart describing program activities.

Task 1

Police officers from this agency will conduct distracted driving activities during the project period at predetermined high crash and high driver dist

Activity 1

This agency will place a heavy focus on distracted driving enforcement during the main campaign period of April 1-30, 2021.

Click the Browse button to add Milestones attachments.

Task 2

Activity 2:

Task 3

Activity 3

Task 4

Activity 4

Task 5

Activity 5

Task 6

Activity 6

Task 7

Activity 7

Task 8

Activity 8

Evaluation

Evaluation

Describe how the expected results will be measured.

Administrative evaluation is required for all projects.

Impact evaluation is feasible only in a limited number of projects.

Administrative (Performance) Evaluation

Requires measuring the operational efficiency of task activities as they relate to the accomplishment of established goals and objectives. In measuring actual task activities, it compares them to:

1. the baseline or pre-task levels of the same activities,

2. the targeted levels of activity established for the task and the planned use of funds.

1. News release sent to local media and resolution/proclamation approved by governing body.

2. A reasonable number of motor vehicle stops made and distracted driving related summonses issued in relation to OT hours worked.

3. Law Enforcement Performance/Productivity Standards for Federally Funded NJDHTS Grants adhered to.

4. Display VMB with grant theme during the project period.

5. Timely submittal of Enforcement Summary report.

6. Timely submittal of Financial Reimbursement Claim.

Impact (Efficiency) Evaluation

A determination of the extent to which task operations and activities have contributed to the achievement of an objective related to crash involvement.

Click the Browse button to add attachments to Impact (Efficiency) Evaluation

Subsequent Years

This is the last section of the proposal, but by no means the least important. We would like to know how you plan to continue your program when the grant funding phases out. This section does not apply to "one time only" grant application request, however, if you contemplate that the project will involve more than one year's financing with federal funds, please include for subsequent fiscal years the total amount estimated to be required broken down by source funding, example State, local, or federal.

n/a

HTS Federal Highway Safety Grant 2021
Organization: Gloucester County
Acceptance of Conditions

Acceptance of Conditions can be found by [clicking here](#).

I agree to the Terms and Conditions outlined in Acceptance of Conditions document found above.

Please check this box if the project is statewide

County to filter by:

Gloucester County

Gloucester County

Please check this box if the project is countywide

Municipalities:

HTS Federal Highway Safety Grant 2021
Organization: Gloucester County
Local Aid & Legislative Districts

Legislative Districts:

Local Aid Districts: District 4, Trenton

Congressional Districts:

HTS Federal Highway Safety Grant 2021
Organization: Gloucester County
Certification Regarding Debarment and Suspension

Certification regarding Debarment and Suspension can be found by [clicking here](#).

The prospective applicant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving funds by any federal department or agency.

The applicant also certifies that it will comply with the requirements referenced in the attached document in accordance with the Subaward program.

Federal Financial Accountability and Transparency Act Information Form

Is your grant application for \$25,000 or more? Yes No

If yes, download and print the Federal Financial Accountability and Transparency Act Information Form by [clicking here](#).

Fill in Lines 1-8 of the form.

Fill in Line 9 if applicable (in most cases it is not).

Sign on Line 10.

When finished, scan and attach your completed form here:

https://njsage.intelligrants.com/_Upload/1990641_1588449-FFAT.pdf

NOTE: The FFATA Form is mandatory for all grants of \$25,000 or greater.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT FORM

To be completed by Subrecipient:

1. Agency Name: Gloucester County Prosecutor's office
2. City: Woodbury 3. State: NJ 4. Zip +4: 08096-9998
5. Congressional District: 5th
6. DUNS number: 95-736-2247 (<http://www.dnb.com/us/>)
7. Parent DUNS Number, if a subsidiary or controlled by a Parent organization: N/A
8. Location of Primary Place of Performance of Project (if different than above):
City: Same as above State: _____ Zip +4: _____
Congressional District: _____

9. The names and total compensation of the five most highly compensated officers of the entity (and parent if owned by another entity) if:
(i) the entity in the preceding fiscal year received—
(a) 80 percent or more of its annual gross revenues in Federal awards; and
(b) \$25,000,000 or more in annual gross revenues from Federal awards; and
(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 5104 of the Internal Revenue Code of 1986.

Officer Name	Total Compensation
#1	
#2	
#3	
#4	
#5	

10. Signature of Agency Representative: Set. [Signature] 12/6/9

To be completed by Division/Sub Grantor:

1. Amount of Award: _____
2. Federal: _____ 3. Match or State Share: _____
4. Award Title: _____ 5. Award Number: _____
6. Transaction Type: _____
7. CFDA Number: _____
8. Program Source: _____
9. Descriptive Title of Project: _____
Date of Award (OAG use only): _____



HTS Federal Highway Safety Grant 2021
Organization: Gloucester County
Federal Single Audit

Does your agency expend \$750,000 or more in federal funds during its fiscal year? (✓) Yes () No

If yes, download and print the Federal Single Audit Requirements and Certification Form by [clicking here](#).

Scan and attach your completed Form and Proof of Submission here:

https://rjsage.intelligrants.com/_Upload/2207688_1750189-FederalSingleAuditCertification2021.pdf

FEDERAL SINGLE AUDIT REQUIREMENTS & CERTIFICATION

Applicant/Subrecipient: County of Gloucester

State Vendor Identification Number or EIN: 21-6000660

Total amount of funds received from all entities (including the Department of Law & Public Safety) during your last fiscal year: Federal Amount: \$ 9568513 State Amount: \$ 22637567

Applicant/Subrecipient fiscal year end date 2/2021

The State of New Jersey, Department of Law and Public Safety, Consolidated Grants Management Office requires that all Subrecipients complete this Federal Single Audit Requirement Certification and, if subject to the federal single or program-specific audit requirements, submit proof of compliance from the Federal Audit Clearinghouse ("FAC") website. Please have your Chief Financial Officer or designee complete this form.

A Subrecipient that expends \$750,000 or more in Federal awards (from all sources including pass-through subawards) during its fiscal year must have a single or program-specific audit conducted for that year. See 2 C.F.R. Part 200, Subpart F, Audit Requirements.

Directions: Please check the applicable box below and sign the certification. If your organization or jurisdiction was subject to the federal single audit requirements for any fiscal year starting after January 1, 2015,¹ you must attach proof of submission² of your audit reporting package to the FAC website. The FAC website can be found at: <https://harvester.census.gov/facweb/>.

I understand and acknowledge the above federal audit requirements and:

- My organization or jurisdiction was subject to the federal single or program-specific audit requirements for any fiscal year starting after January 1, 2015. Proof of compliance from the FAC website is attached.
- My organization or jurisdiction was not subject to the federal single or program-specific audit requirements for any fiscal year starting after January 1, 2015; or
- My organization is a New Jersey State Agency that is audited during the State of New Jersey's annual single audit.

Printed Name of CFO or designee: Tracey N. Giordano

Title: Treasurer / CFO

Signature: Tracey N. Giordano

Date: 3-23-20

¹ Audit reports are due 30 days after receipt from the auditor or 9 months after the end of the fiscal year, whichever is sooner. For example, for fiscal years ending 12/31/2015, audits were due no later than 9/30/2016. For fiscal years ending 6/30/2015, audits were due no later than 3/31/2016.

² See attached directions.



[Instruction Manual](#) [Federal Program Contacts](#) [FAC Home Page](#) [FAQs](#)

Search Results for Single Audits

YOUR SEARCH FOUND 14 RECORD(S) [Download Summary Report](#)

SEARCH CRITERIA:

- FISCAL YEAR : ALL YEARS
- FAC RELEASE DATE :
- FISCAL PERIOD END DATE :
- AUDITEE EIN : 216000660
- EIN RELATIONSHIP : EITHER
- AUDITOR EIN :
- AUDITOR EIN RELATIONSHIP :
- AUDITEE NAME :
- AUDITEE STATE : NJ
- FINANCIAL STATEMENT OPINION :
- SPECIAL FRAMEWORK OPINION :
- FEDERAL AGENCIES WITH CURRENT OR PRIOR YEAR AUDIT FINDINGS ON DIRECT AWARDS :
- CFDA NUMBERS :
- ADDITIONAL AWARD IDENTIFICATION :
- CLUSTER NAME :
- LOAN/LOAN GUARANTEE :
- PASSTHROUGH :
- SUB RECIPIENT AWARD :
- DIRECT AWARD :
- MAJOR PROGRAM :
- TYPE OF AUDIT FOR MAJOR PROGRAMS :
- FEDERAL AWARD FINDINGS :
- COGNIZANT OR OVERSIGHT AGENCY (FAC CALCULATED) :
- NAME OF FEDERAL COGNIZANT/OVERSIGHT AGENCY :
- FEDERAL AWARD FINDINGS DETAILS (2013 AND BEYOND) :
- COMPLIANCE REQUIREMENT :
- REPEAT FINDING :
- QUESTIONED COSTS :

[Modify Search](#) [Return to IMS Home](#)

Note: Due to formatting restrictions in the FAC database, the text input into Part III, Item 5 (Text of the Audit Findings) and Part IV (Text of the Corrective Action Plan) may not convey the full meaning of the audit finding or CAP. Users should refer to the reporting package to view the text as it was intended.

You have selected 8 items for download. If an electronic audit does not exist then no audit download link is available

[Selected Audit Reports](#) [Download Audits](#)

Auditee EIN	Auditee Name	City	State	Fiscal Year End Date	Date Accepted by FAC	Initial Date Received	File Name	Form	Audit	Download
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2018	08/06/2019	08/06/2019	15653920181	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2017	06/29/2018	06/29/2018	15653920171	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2016	06/20/2017	06/20/2017	15653920161	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2015	07/19/2016	07/19/2016	15653920151	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2014	06/29/2015	06/29/2015	15653920141	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2013	07/09/2014	07/09/2014	15653920131	Form		<input type="checkbox"/>

216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2012	07/03/2013	07/03/2013	15653920121	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2018	09/19/2019	09/19/2019	20047920181	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2017	09/04/2018	09/04/2018	20047920171	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2016	09/06/2017	09/06/2017	20047920161	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY DIV. OF SOCIAL SERVICES	SEWELL	NJ	12/31/2015	09/29/2016	09/29/2016	20047920151	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2014	12/02/2015	12/02/2015	20047920141	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2013	09/30/2014	09/30/2014	20047920131	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2012	09/30/2013	09/26/2013	20047920122	Form		<input type="checkbox"/>

Selected Audit Reports

Download Audits

You have selected 8 items for download. If an electronic audit does not exist then no audit download link is available

[Modify Search](#)

[Return to IMS Home](#)

If you need assistance, please contact the Federal Audit Clearinghouse (FAC) via [e-mail](#) or call 866-306-8779.
Version: 1.6.5.8

This page is for detailing overtime hours only.
 Overtime is generally reimbursed at \$55/hour. This can be adjusted in rare circumstances and is subject to review and approval.

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description	Number of Hours	Number of Staff	Hourly Rate	Federal Share	State/Local Share	Total Amount
Distracted Driving Overtime Enforcement	4	300	\$55.00	\$66,000		\$66,000
						\$0
						\$0
						\$0
						\$0
Total:	4	300		\$66,000	\$0	\$66,000

Budget Line Item	Federal Share	State/Local Share	Total Amount Requested
Salaries and Wages	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Enforcement/Education Details	\$66,000	\$0	\$66,000
Miscellaneous Personal Services	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0
Commodities	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0
Total:	\$66,000	\$0	\$66,000

Signatures

I certify that the information in this application is true and correct, that the undersigned possesses the authority to apply for this grant, and that the applicant will comply with all Conditions and Assurances associated with this program.

The undersigned gives authorization to submit the application to the State of New Jersey, Department of Law and Public Safety, Division of Highway Traffic Safety for this subaward project.

Project Director Approval

I approve this application for submission.

Name: Nicholas F. Schock

Financial Director Approval

I approve this application for submission.

Name: Tracey N. Giordano

Authorizing Official Approval

I approve this application for submission.

Name: Robert M. Damming

**RESOLUTION CLARIFYING REFUSE CONTAINERS AND DUMPSTERS
IN THE COUNTY STORMWATER MANAGEMENT PROGRAM**

WHEREAS, a municipal separate storm sewer system is a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) that are owned or operated by a public body; and

WHEREAS, the Municipal Stormwater Regulation Program (MS4 NPDES Stormwater Permit Program) was developed in response to the U. S. Environmental Protection Agency’s Phase II rules published on December 8, 1999 (64 FR 68722) (40 CFR Part 122 et seq.) under the Clean Water Act (CWA 33U.S.C. Sections 1251-1387); and

WHEREAS, in response to the 1999 CWA amendments, the NJ DEP issued final stormwater rules on February 2, 2004, and assigned four (4) general NJPDES stormwater permits that authorize stormwater discharges, and under those rules, the County was issued the NJPDES R12-Highway Agency Stormwater General Permit, which authorized discharge of stormwater; and

WHEREAS, that Permit includes “Best Management Practices” (BMPs) to control the discharge of pollutants from the County’s stormwater system, and includes requirements for refuse containers as found in “Highway Agency Stormwater General Permit,” Section B (5)(b), which reads as follows:

- xv. Refuse Containers and Dumpsters: The permittee shall ensure that dumpsters (including tire) and other refuse containers that are outdoors or exposed to stormwater, are covered at all times. This serves to prevent the spilling, dumping, leaking, or otherwise discharge of liquids, semi-liquids or solids from the containers. This measure is not intended for permitted temporary demolition containers or containers that hold large bulky items (e.g., furniture, clean car parts, and other large items recovered from the roadway), provided they do not contain putrescible waste.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that all County employees shall adhere to the hereinabove requirements for refuse containers and dumpsters in order to protect the public health, safety and welfare of residents and the environment.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

RESOLUTION AUTHORIZING AN EXTENSION TO CONTRACT WITH ASPHALT PAVING SYSTEMS FROM MAY 18, 2020 TO MAY 17, 2022 IN AN AMOUNT NOT TO EXCEED \$25,000 PER YEAR

WHEREAS, the County of Gloucester entered into a contract on June 6, 2018 with Asphalt Paving Systems for the supply of cationic emulsified asphalt (CRS-2) for use by the County Public Works Department, as per PD-18-022, which contract provided the County with the option to extend for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County’s Qualified Purchasing Agent has recommended exercising said option to extend the contract for a two-year period from May 18, 2020 to May 17, 2022, in an amount not to exceed \$25,000.00 per year; and

WHEREAS, the contract is are for estimated units of service on an as-needed basis, and therefore, is open-ended, 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, all terms and provisions of the previously executed contract, with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the contract with Asphalt Paving Systems for the supply of cationic emulsified asphalt (CRS-2) as per PD-18-022, from May 18, 2020 to May 17, 2022, in an amount not to exceed \$25,000.00 per year, and that the County’s Qualified Purchasing Agent is hereby directed to inform the Vendor of the extension; and

BE IT FURTHER RESOLVED that before any purchase be made pursuant to this Contract extension, a certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item from the County’s budget out of which said funds will be paid.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on March 4, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

RESOLUTION AUTHORIZING AN EMERGENCY PURCHASE PURSUANT TO N.J.S.A. 40A:11-6 FROM MASSO'S EVENT RENTALS FOR \$31,362.48

WHEREAS, an emergency has arisen for materials necessary for drive through testing sites due to the current COVID-19 pandemic, and

WHEREAS, an emergency purchase pursuant to N.J.S.A. 40A:11-6 may be awarded without advertisement for bids or bidding in that an emergency affecting the health and public safety requires immediate performance or service; and

WHEREAS, the County Engineer has certified said emergency pursuant to N.J.S.A. 40A:11-6, for the purchase of three (3) heavy duty 20x40 tents with sidewalls and ratcheting system for use at certain COVID-19 drive-through testing sites, from Masso's Event Rentals, of 210 South Delsea Drive, Glassboro, NJ 08028, for a total amount of \$31,362.48; and

WHEREAS, the certification of Request for an Emergency Purchase is attached to the original of this resolution, a copy of which is on file in the Office of the Clerk of the Board; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to CAF No. 20-03260, which amount shall be charged against budget line item 0-01-35-470-001-20208.

NOW, THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that an emergency purchase pursuant to N.J.S.A. 40A:11-6 from Masso's Event Rentals, for a total amount of \$31,362.48 is hereby authorized and approved.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES**

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN: Public Works
(NAME OF DEPARTMENT)

2. THIS EMERGENCY OCCURRED ON: 3-17-20
(DATE)

3. THE NATURE OF THE EMERGENCY IS:
COVID-19 Global Pandemic

4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.

5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.

Tents Required for drive-through testing site
Set up + operations.

6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION # RO-16813 THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$ 31,362.48

7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.

8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

DEPARTMENT HEAD [Signature] DATE 4-23-20

QUALIFIED PURCHASING AGENT [Signature]

APPROVED BY COUNTY ADMINISTRATOR [Signature]

Masso's Event Rentals

Invoice

**210 South Delsea Drive
Glassboro, NJ 08028**

Phone # 856-881-6855

Date	Invoice #
4/30/2020	20201217

Bill To
Gloucester County Engineering 1200 N. Delsea Drive Clayton, NJ 08312 Vince Voltaggio - 856-307-6600 Cell # 856-304-1655

Ship To
Purchase 3 - 20 X 40 Tents

P.O. No.	Delivery Date / Time	Pick Up Date / Time	Terms	Payment Due Date
	4/30/20		Net 30	5/30/2020
Quantity	Description	Rate	Amount	
3	EFS 20 X 40 1PC WBO	2,157.00	6,471.00	
3	KIT 2038B 20 X 20 TT 8'BP	3,335.19	10,005.57	
3	KIT 2044B 20' EXT TT 8'BP	2,628.97	7,886.91	
36	40" DBL NAILHEAD STAKE UNPAINT	20.00	720.00	
36	2" IN-LINE WEB & RATCHET SYS.	30.00	1,080.00	
18	SIDEWALL 8 X 20 WHITE	193.00	3,474.00	
1	Approximate Freight	1,725.00	1,725.00	
Thank you for letting us be part of your event!!!			Total	\$31,362.48

Fax #
856-881-0693

E-mail
MassosEventRentals@comcast.net

Web Site

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. 20-03260

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

ORDER DATE: 04/23/20
REQUISITION NO: R0-16813
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

VENDOR
VENDOR #: MASS0516
MASSO'S EVENT RENTALS
210 SOUTH DELSEA DRIVE
GLASSBORO, NJ 08028

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	COVID-19 EMERGENCY (3) HEAVY DUTY 20X40 TENTS WITH SIDEWALLS & RATCHETING SYSTEM FOR SET UP AT COVID-19 DRIVE THROUGH TESTING SITES PRODUCT CODE: 2450161 EFS 20X40 1PC WBO 2450865 KIT 2038B 20X20 TT 8'BP 2450877 KIT 2044B 20'EXT TT 8'BP 2470202 40" DBL NAILHEAD STAKE UNPAINT 2470829 2" IN-LINE WEB & RATCHET SYS 2463331 SIDEWALL 8X20 WHT QUOTE DATED: 4/22/2020	0-01-35-470-001-20208 COVID-19 Emergency Funds	31,362.4800	31,362.48
			TOTAL	31,362.48

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 VENDOR SIGN HERE DATE		TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO. DATE	DEPARTMENT HEAD DATE	<i>[Signature]</i> QUALIFIED PURCHASING AGENT
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

C-4

RESOLUTION AUTHORIZING AN EMERGENCY PURCHASE PURSUANT TO N.J.S.A. 40A:11-6 FROM GARDEN STATE HIGHWAY PRODUCTS, INC. FOR \$40,178.00

WHEREAS, an emergency has arisen for materials necessary due to the current COVID-19 pandemic, and

WHEREAS, an emergency purchase pursuant to N.J.S.A. 40A:11-6 may be awarded without advertisement for bids or bidding in that an emergency affecting the health and public safety requires immediate performance or service; and

WHEREAS, the County Engineer has certified said emergency pursuant to N.J.S.A. 40A:11-6, for the purchase of two (2) Solar Tech Message Boards, two (2) Solar Tech battery bank upgrades, and two (2) Solar Tech solar array upgrades, from Garden State Highway Products, Inc. of 301 Riverside Drive, Millville, NJ 08332, for a total amount of \$40,178.00; and

WHEREAS, the certification of Request for an Emergency Purchase is attached to the original of this resolution, a copy of which is on file in the Office of the Clerk of the Board; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to CAF No. 20-03506, which amount shall be charged against budget line item 0-01-35-470-001-20208.

NOW, THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that an emergency purchase pursuant to N.J.S.A. 40A:11-6 from Garden State Highway Products, Inc. for a total amount of \$40,178.00 is hereby authorized and approved.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

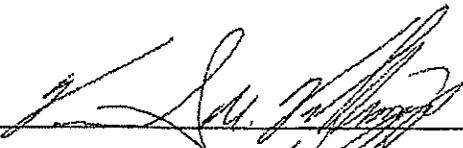
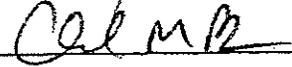
**COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES**

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN: Public Works
(NAME OF DEPARTMENT)
2. THIS EMERGENCY OCCURRED ON: 3-17-2020
(DATE)
3. THE NATURE OF THE EMERGENCY IS:
COVID-19 Global Pandemic

4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.
5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.
Required for notification to the public of drive-through testing sites and continued operation.

6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION # R0-17015 THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$40,178.00.
7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.
8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

DEPARTMENT HEAD  DATE 4/30/2020
QUALIFIED PURCHASING AGENT 
APPROVED BY COUNTY ADMINISTRATOR 



GARDEN STATE
HIGHWAY PRODUCTS, INC.

Garden State Highway Products, Inc.
301 Riverside Dr.
Millville, NJ 08332
856-692-7572 Fax: 856-692-6797

Sales Quote

Page: 1

Sales Quote Number: SQT011369
External Document #: DAVE CELLA
SalesPerson: Green, Robert
Shipment Method: GSHHP TRUCK
Sales Quote Date: 4/29/2020
Payment Terms: Net 30 Days
Email: signshop@co.gloucester.nj.us
Ship-To Email: signshop@co.gloucester.nj.us

Bill to:
Gloucester County
Dave Cella
1200 North Delsea Drive Building A
Engineering Department
Clayton, NJ 08312

Ship to:
Gloucester, County of
Dave Cella
1200 North Delsea Drive Building A
Engineering Department
Clayton, NJ 08312

Line #	Item No.	Description	Qty.	Unit Cost	Discount	Amount
1	STMBMB1_1548	Solar Tech Message Boards Full Size (76x126), Full Matrix, Lift & Rotate	2 EA	19,100.00		38,200.00
2	STBBUG_4MF	Solar Tech Battery Bank Upgrades Upgrade to 4 Maint. Free AGM Batteries	2 EA	599.00		1,198.00
3	STSAUG240W	Solar Tech Solar Array Upgrades 240 Watt Solar Array Upgrade	2 EA	390.00		780.00

Sales Quote valid for 30 days from Sales Quote Date

Subtotal:	\$ 40,178.00
Invoice Discount:	\$ 0.00
Freight:	\$ 0.00
Tax:	\$ 0.00
Total:	\$ 40,178.00

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.	20-03506

SHIP TO	GLOUC. CO ENGINEERING DEPT. 1200 N. DELSEA DR. BLDG A CLAYTON, NJ 08312 856-307-6600
	VENDOR
	VENDOR #: GARDE050 GARDEN STATE HWY PROD INC 301 RIVERSIDE DRIVE MILLVILLE, NJ 08332

ORDER DATE: 04/30/20
REQUISITION NO: R0-17015
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
2.00/EA	COVID-19 EMERGENCY SOLAR TECH MESSAGE BOARD ITEM NO: STMBMBI_1548	0-01-35-470-001-20208 COVID-19 Emergency Funds	19,100.0000	38,200.00
2.00/EA	SOLAR TECH BATTER BANK UPGRADE ITEM NO: STBBUG_4MF	0-01-35-470-001-20208 COVID-19 Emergency Funds	599.0000	1,198.00
2.00/EA	SOLAR TECH SOLAR ARRAY UPGRADE ITEM NO: STSAUG240W	0-01-35-470-001-20208 COVID-19 Emergency Funds	390.0000	780.00
	QUOTE NO: SQT011369 DATED: 4/29/2020			
			TOTAL	40,178.00

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		<i>Joseph Hendon</i> TREASURER / CFO
VENDOR SIGN HERE		<i>Kimberly Cook</i> QUALIFIED PURCHASING AGENT
TAX ID NO. OR SOCIAL SECURITY NO.	DEPARTMENT HEAD	
DATE	DATE	
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING CHANGE ORDER #01-FINAL TO DECREASE THE
CONTRACT WITH SOUTH STATE, INC. BY \$237,516.33 FOR ENGINEERING
PROJECT #18-14SA**

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for resurfacing and safety improvements to Bluebell Road (CR 633) from Corkery Lane (CR 612) to Malaga Road (CR 659) in Monroe Township, known as Engineering Project #18-14 (hereinafter "Project"); and

WHEREAS, by Resolution adopted on June 5, 2019, the County awarded a contract for the Project to South State, Inc. for \$1,776,330.00, and the County Engineer has recommended Change Order #01-Final to decrease the contract by \$237,516.33, due to final quantity adjustments, resulting in a new total contract amount of \$1,538,813.67.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Change Order #01-Final to decrease the contract with South State, Inc. by \$237,516.33, resulting in a new total contract amount of \$1,538,813.67 is hereby approved, and, that the Freeholder Director is authorized to execute and the Clerk of the Board is directed to attest to, Change Order #01- Final (Decrease) for Project #18-14, 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 May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

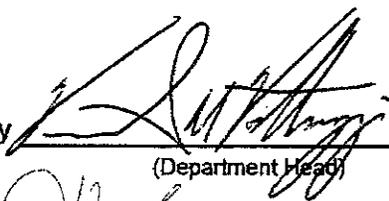
ROBERT M. DAMMINGER, DIRECTOR

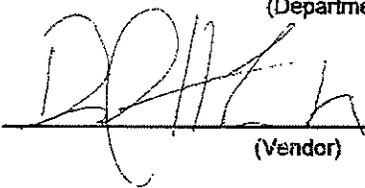
ATTEST:

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

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM
CHANGE ORDER 1 (FINAL)**

- 1. Name & Address of Vendor: South State, Inc.
P.O. Box 68
Bridgeton, NJ 08312
- 2. Description of Project or Contract: Resurfacing & Safety Improvements to Bluebell Road (CR 633) From Corkery Lane (CR 612) to Malaga Road (CR 659) in the Township of Monroe
- 3. Date of Original Contract: 6/5/2019
- 4. P.O. Number: 19-04177
- 5. Amount of Original Contract: \$1,776,330.00
- 6. Amount of Previously Authorized Change Order \$0.00
- 7. Amount of this Change Order No. 1: -\$237,516.33
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$1,538,813.67
- 9. Need or Purpose of this Change Order: Final quantity adjustment.

This change order requested by  on 4-29-20
(Department Head) (Date)

Accepted by  on 4/23/20
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: Laurie J. Burns Clerk of the Board Robert M. Damminger, 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.

Form SA-1

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID PROJECT
CHANGE ORDER NUMBER 1 (FINAL)
STATE AID PROJECT**

PROJECT	Resurfacing & Safety Improvements to Bluebell Road (CR 633)
MUNICIPALITY	Township of Monroe
COUNTY	Gloucester
CONTRACTOR	South State, Inc.

In accordance with the project Supplementary Specification the following are changes in the contract.
The reductions and extras are adjustments in the contract quantities to meet the actual constructed field quantities.

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Prices</u>	<u>Amount</u>
REDUCTIONS				
6	HMA MILLING, 3" AND VARIABLE	7361.27	\$1.55	\$11,409.97
7	POLYMERIZED JOINT ADHESIVE	38000.00	\$0.01	\$380.00
8	TACK COAT	4825.00	\$0.01	\$48.25
9	HOT MIX ASPHALT 12.5ME SURFACE COURSE, 3" THICK	884.20	\$89.00	\$78,693.80
11	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	70.00	\$80.00	\$5,600.00
12	DENSE-GRADED AGGREGATE, 6" THICK	49.83	\$1.00	\$49.83
16	RESET EXISTING CASTING	5.00	\$400.00	\$2,000.00
17	CLEANING DRAINAGE STRUCTURE	14.00	\$250.00	\$3,500.00
19	CURB PIECE	14.00	\$300.00	\$4,200.00
26	CONCRETE SIDEWALK, 4" THICK	35.00	\$100.00	\$3,500.00
27	HOT MIX ASPHALT DRIVEWAY, 2" THICK	97.29	\$40.00	\$3,891.60
28	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	25.90	\$125.00	\$3,237.50
29	DETECTABLE WARNING SURFACE	4.42	\$250.00	\$1,105.00
30	9" x 18" CONCRETE VERTICAL CURB	249.90	\$40.00	\$9,996.00
36	BEAM GUIDE RAIL	62.50	\$23.00	\$1,437.50
38	TANGENT GUIDE RAIL TERMINAL	1.00	\$2,850.00	\$2,850.00
46	TRAFFIC STRIPES, LONG-LIFE, EPOXY RESIN 4"	7324.00	\$0.31	\$2,270.44
47	TRAFFIC MARKINGS, THERMOPLASTIC	1715.50	\$2.90	\$4,974.95
48	RPM, BI-DIRECTIONAL, Amber	33.00	\$28.00	\$924.00
50	RPM, BI-DIRECTIONAL, Blue	2.00	\$28.00	\$56.00
51	REGULATORY WARNING AND GUIDE SIGNS	96.35	\$42.00	\$4,046.70
57	RESET VALVE BOX	30.00	\$10.00	\$300.00
58	TOPSOILING, 4" THICK	100.00	\$7.00	\$700.00
59	TURF REPAIR STRIP	14571.50	\$1.00	\$14,571.50
60	FERTILIZING AND SEEDING, TYPE A-3	100.00	\$2.00	\$200.00
61	STRAW MULCHING	100.00	\$0.01	\$1.00
66	BREAKAWAY BARRICADE	10.00	\$1.00	\$10.00
67	DRUM	250.00	\$0.10	\$25.00
68	TRAFFIC CONE	250.00	\$0.10	\$25.00
69	CONSTRUCTION SIGNS	616.00	\$10.00	\$6,160.00
70	FLASHING ARROW BOARD, 4' X 8'	3.00	\$10.00	\$30.00
71	PORTABLE VARIABLE MESSAGE SIGN	2.00	\$1,000.00	\$2,000.00
72	TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION	1.00	\$200.00	\$200.00
73	POLICE TRAFFIC DIRECTORS	480.50	\$60.00	\$28,830.00
76	FUEL PRICE ADJUSTMENT	1.00	\$14,000.00	\$14,000.00
77	ASPHALT PRICE ADJUSTMENT	1.26266538	\$52,000.00	\$65,658.60
Total Reductions				\$276,882.64

EXTRAS

3	EXCAVATION, UNCLASSIFIED	136.40	\$30.00	\$4,092.00
10	HOT MIX ASPHALT 9.5M64 LEVELING COURSE	317.14	\$89.00	\$28,225.46
41	NON-VEGETATIVE SURFACE, HOT MIX ASPHALT	191.45	\$33.00	\$6,317.85
49	RPM, BI-DIRECTIONAL, White	2.00	\$28.00	\$56.00
52	REFLECTIVE "U" POST INSERTS	15.00	\$45.00	\$675.00

Total Extras \$39,366.31

SUPPLEMENTALS

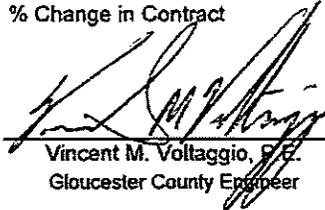
\$0.00

Total Supplemental \$0.00

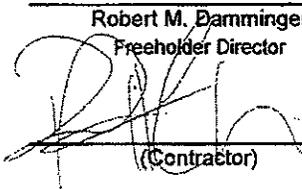
Amount of Original Contract \$1,776,330.00
 Amount of Original Contract + Change Order No. 1 \$1,538,813.67

Extras \$39,366.31
 Supplemental \$0.00
 Reduction \$276,882.64
 Total Change -\$237,516.33

% Change in Contract -13.3712% Decrease


 Vincent M. Voltaggio, P.E. Date 4-29-20
 Gloucester County Engineer

Approved: _____
 (District Engineer) Date
 (Local Highway Design)

Robert M. Damminger Date
 Freshholder Director

 (Contractor) Date 4/23/20

C-6

**RESOLUTION AUTHORIZING A CONTRACT WITH EDWARD H. CRAY, INC.
FOR \$3,006,130.00 FROM MAY 1, 2020 TO COMPLETION OF THE PROJECT**

WHEREAS, the County of Gloucester (“County”) advertised for the receipt of public bids for construction regarding the Gloucester County Traffic Signal Video Camera Retrofit Project, known as Engineering Project #18-09FA Rebid (“Project”); and

WHEREAS, bids were publicly received and opened by the County on March 11, 2020, and after following proper public bidding procedure, it was determined that William H. Cray, Inc. of 12 Seventh Avenue, Trenton, NJ 08619, was the lowest responsive and responsible bidder, for a total contract amount of \$3,006,130.00; and

WHEREAS, pursuant thereto, the County’s Purchasing and Engineering Departments recommend award of a contract to South State, Inc., which contract shall commence May 1, 2020 and conclude upon completion of the project, pursuant to N.J.S.A. 40A:11-15(9), and be consistent with all 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 this contract pursuant to CAF No. 20-03508, with the amount of \$1,530,069.27 to be charged against budget line item C-04-19-013-165-13245 and \$1,476,060.73 charged against budget line item C-04-20-012-165-12244.

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 Edward H. Cray, Inc., for construction regarding the Gloucester County Traffic Signal Video Camera Retrofit Project, known as Engineering Project #18-09FA Rebid, for \$3,006,130.00 commencing May 1, 2020 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 May 13, 2020 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
EDWARD H. CRAY, INC.**

THIS CONTRACT is made effective this 1st day of **May, 2020**, 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 **EDWARD H. CRAY, INC.**, with an address of 12 Seventh Avenue, Trenton, NJ 08619, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for electrical construction regarding the Traffic Signal Video Camera Retrofit project, as per Engineering specifications #18-09FA ("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 May 1, 2020 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 total amount of **\$3,006,130.00** for the Project, as per Specifications issued by the County identified as #18-09FA (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid 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 electrical construction regarding the Traffic Signal Video Camera Retrofit project, as per Engineering specifications #18-09FA, 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 will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all 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.

b. The Contractor 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 vendor'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, 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.

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.

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, 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, 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, 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 Contract document and Specifications #17-19FA, and Contractor's Proposal, 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 Proposal, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this 1st day of May, 2020.

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:

EDWARD H. CRAY, INC.

By: DAVID W. CRAY
Title: PRESIDENT

Office of the County Engineer
County of Gloucester

Gloucester County Traffic Signal Video Camera Retrofit Project.

Engineering Project #18-09FA REBID

Bid Date: Wednesday, March 11, 2020 Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 18-09FA REBID

Item No.	Description	Approx. Quantity	Unit	Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Clearing Site	1	LS	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$0.01	\$0.01
2	Traffic Director - Flagger	600	M.H	\$60.00	\$36,000.00	\$60.00	\$36,000.00	\$60.00	\$36,000.00
3	Construction Signs	200	S.F.	\$5.00	\$1,000.00	\$38.50	\$7,700.00	\$0.01	\$2.00
4	Drum	30	UNIT	\$10.00	\$300.00	\$62.50	\$1,875.00	\$0.01	\$0.30
5	Video Camera	441	UNIT	\$6,630.00	\$2,923,830.00	\$6,900.00	\$3,042,900.00	\$7,150.00	\$3,153,150.00
				Total	\$3,006,130.00	Total	\$3,118,175.00	Total	\$3,189,152.31

bidder 1 of 3
Edward H. Cray Inc.
12 Seventh Ave.
Trenton, NJ 08619
P. 609-856-8844 F. 609-586-
David W. Cray, President
pparker@edwardcray.com

bidder 2 of 3
Kane Communications
572 Whitehead Rd.
Trenton, NJ 08619
P. 609-578-1004 F. 609-586-8855
Melissa M. Kane, President
dpost@kane.com.com

bidder 3 of 3
Diehl Electric, Inc.
190B 2nd Rd.
PO Box 209
Hammononton, NJ 08037
P. 609-657-8080
Michelle L. Morris, Vice President
dave@diehlectric.com

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

03-19-20
date

**County of Gloucester
State of New Jersey
Office of the County Engineer**

**Specification No.
ENGRG. 18-09FA REBID**

**Gloucester County Video Detection Upgrade at Various
Locations Throughout the County of Gloucester**

**Federal Project No: STBGP-STU-DOOS(272)
NJDOT No: 6200357**

**BID DATE: MARCH 11, 2020
TIME: 10:00 A.M.**

**Bid Place: Gloucester County Purchasing Department
2 South Broad Street
Woodbury, N.J. 08096**

The contract for this project is authorized by the Board of Chosen Freeholders,
County of Gloucester, New Jersey.

ROBERT M. DAMMINGER
FREEHOLDER DIRECTOR

HEATHER SIMMONS
FREEHOLDER, PUBLIC WORKS

KIMBERLY LARTER
QUALIFIED PURCHASING AGENT

VINCENT M. VOLTAGGIO, P.E.
COUNTY ENGINEER
PROFESSIONAL ENGINEER #GE45556

Advertisement: February 19, 2020
February 26, 2020
March 4, 2020

PUBLIC NOTICE

**COUNTY OF GLOUCESTER
OFFICE OF THE COUNTY ENGINEER
CLAYTON, N.J.**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the County of Gloucester for REBID Specification No. ENGRG. 18-09FA, for the Gloucester County Video Detection Upgrade at Various Locations throughout the County of Gloucester.

The approximate quantities of the principal items of work are as follows:

PAY ITEM	PAY UNIT	QUANTITY
Clearing Site	Lump Sum	L.S.
Video Camera	Unit	441
Traffic Director-Flagger	M.H.	600
Construction Signs	S.F.	200
Traffic Cones	Unit	30

PROJECT ADVERTISEMENT DATE: February 19, 2020
February 26, 2020
March 4, 2020

Bids for the above project will be opened and read in public on March 11, 2020 at 10:00 A.M. prevailing time at the Office of the Gloucester County Purchasing Agent, 2 South Broad Street, 3rd Floor, Woodbury, New Jersey 08096. Bids must be delivered to the Purchasing Agent, Gloucester County 3rd Floor, 2 South Broad Street, Woodbury, New Jersey 08096 on or before the hour named.

Drawings, specifications and forms of bid, prepared by Vincent M. Voltaggio, P.E., County Engineer, are on file in the Office of the County Engineer and may be inspected or obtained by prospective bidders during office hours (8:00 A.M. - 5:00 P.M.) at the Office of the County Engineer, County Government Services Building, 1200 North Delsea Drive, Clayton, New Jersey 08312. The bidder will receive one electronic copy of drawings and specifications. All prospective bidders must have a valid NJDOT Prequalification Approval for the construction discipline for this project.

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.	20-03508

SHIP TO

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

ORDER DATE: 04/30/20
REQUISITION NO: R0-15889
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

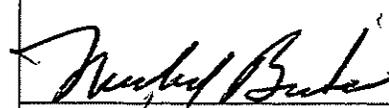
VENDOR

EDWARD H. CRAY INC
12 SEVENTH AVENUE
TRENTON, NJ 08619

VENDOR #: EDWAR120

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	18-09FA CONSTRUCTION CONTRACT GLOUCESTER COUNTY TRAFFIC SIGNAL VIDEO CAMERA RETROFIT PROJECT ENGINEERING PROJECT #: 18-09FA PASSED BY RESOLUTION: MAY 13, 2020 ** TO BE TAKEN IN PARTIALS **	C-04-19-013-165-13245 Traffic Signal Camera Upgrade Proj. (FA)	1,530,069.2700	1,530,069.27
1.00	BALANCE	C-04-20-012-165-12244 County Roadway Improvements (GC)	1,476,060.7300	1,476,060.73
			TOTAL	3,006,130.00

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. <input checked="" type="checkbox"/>	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 style="text-align: center;">DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <div style="text-align: right;">  TREASURER / CFO </div> <div style="text-align: right;">  QUALIFIED PURCHASING AGENT </div>
VENDOR SIGN HERE _____ DATE _____ TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC.
FOR \$1,499,010.90 FROM MAY 1, 2020 TO COMPLETION OF THE PROJECT**

WHEREAS, the County of Gloucester (“County”) advertised for the receipt of public bids for resurfacing and safety improvements to Clayton-Williamstown Road (CR 610) between Fries Mill Road (CR 655) and Tuckahoe Road (CR 555) in Monroe Township, Franklin Township and Clayton Borough, known as Engineering Project #17-19FA (“Project”); and

WHEREAS, bids were publicly received and opened by the County on April 28, 2020, and after following proper public bidding procedure, it was determined that South State, Inc., with an address of 202 Reeves Road, P.O. Box 68, Bridgeton, NJ 08302, was the lowest responsive and responsible bidder, for a total contract amount of \$1,499,010.90; and

WHEREAS, pursuant thereto, the County’s Purchasing and Engineering Departments recommend award of a contract to South State, Inc., which contract shall commence May 1, 2020 and conclude upon completion of the project, pursuant to N.J.S.A. 40A:11-15(9), and be consistent with all 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 this contract pursuant to CAF No. 20-03537, with \$1,100,000.00 charged against budget line item C-04-18-012-165-12254 and \$399,010.90 to be charged against budget line item C-04-20-012-165-12244.

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 resurfacing and safety improvements as set forth in Engineering specifications #17-19FA, for \$1,499,010.90, commencing May 1, 2020 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 May 13, 2020 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 13th day of **May, 2020**, 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 an address of 202 Reeves Road, P.O. Box 68, 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 Clayton-Williamstown Road (CR 610) between Fries Mill Road (CR 655) and Tuckahoe Road (CR 555) in Monroe Township, Franklin Township and Clayton Borough, as per Engineering specifications #17-19FA ("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 May 13, 2020 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 total amount of **\$1,499,010.90** for the Project, as per Specifications issued by the County identified as #17-19FA (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid 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 Clayton-Williamstown Road (CR 610) between Fries Mill Road (CR 655) and Tuckahoe Road (CR 555) in Monroe Township, Franklin Township and Clayton Borough as per Specifications #17-19FA, 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 will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all 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.

b. The Contractor 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 vendor'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, 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.

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.

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, 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, 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, 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 Contract document and Specifications #17-19FA, and Contractor's Proposal, 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 Proposal, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this 13th day of May, 2020.

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: CHESTER OTTINGER, JR.
Title: PRESIDENT

Office of the County Engineer
County of Gloucester

Resurfacing of Clayton-Williamstown Road (CR 610), from Trees Kill Road (CR 653) to Truckee Road (CR 535) in the Township of Monroe and Franklin and the Borough of Clayton.

Engineering Project #17-19FA

Bid Date: Tuesday, April 28, 2020

Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 17-19FA

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	MOBILIZATION	1	LS	\$150,000.00	\$150,000.00	\$39,000.00	\$39,000.00	\$150,000.00	\$150,000.00
2	CONSTRUCTION LAYOUT	1	LS	\$5,000.00	\$5,000.00	\$14,490.70	\$14,490.70	\$10,000.00	\$10,000.00
3-4	No Item	--	--	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	SILT FENCE	1,375	LF	\$0.25	\$343.75	\$0.01	\$13.75	\$2.50	\$3,437.50
6	HAYBALE	20	UNIT	\$10.00	\$200.00	\$0.01	\$0.20	\$15.00	\$300.00
7	INLET FILTER TYPE 2, 2' X 4'	14	UNIT	\$10.00	\$140.00	\$0.01	\$0.14	\$250.00	\$3,500.00
8	INLET FILTER TYPE 2, 4' X 4'	5	UNIT	\$10.00	\$50.00	\$0.01	\$0.05	\$250.00	\$1,250.00
11-12	No Item	--	--	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12	BARRICADE	40	UNIT	\$0.01	\$0.40	\$0.01	\$0.40	\$0.01	\$0.40
13	DRUM	200	UNIT	\$0.01	\$2.00	\$0.01	\$2.00	\$0.01	\$2.00
14	TRAFFIC CONES	200	UNIT	\$0.01	\$2.00	\$0.01	\$2.00	\$0.01	\$2.00
15	CONSTRUCTION SIGN	400	SP	\$13.00	\$5,200.00	\$25.00	\$10,000.00	\$12.00	\$4,800.00
16	CONSTRUCTION IDENTIFICATION SIGN 4' X 8'	1	UNIT	\$200.00	\$200.00	\$1,000.00	\$1,000.00	\$1,400.00	\$1,400.00
17	FLASHING ARROW BOARD 4' X 8'	2	UNIT	\$10.00	\$20.00	\$0.01	\$0.02	\$0.01	\$0.02
18	PORTABLE VARIABLE MESSAGE SIGN	2	UNIT	\$5,000.00	\$10,000.00	\$1,500.00	\$3,000.00	\$1,360.00	\$2,720.00
19	TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION	1	UNIT	\$100.00	\$100.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00
20-22	No Item	--	--	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23	FUEL PRICE ADJUSTMENT	1	LS	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
24	ASPHALT PRICE ADJUSTMENT	1	LS	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00
25	No Item	--	--	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

VA Proj # 17-19FA Bid Summary 17-19FA Summary of Bids

<p>bidder 1 of 3 South State, Inc. 203 Reeves Road PO Box 66 Bridgeport, NJ 08302 Chosier J. Oettinger, President P: 856-451-5300 F: 856-455-3461 brylan@southstateinc.com</p>	<p>bidder 2 of 3 A.E. Stone, Inc. 1435 Daughly Road Edge Harbor Twp., NJ 08242 Steven C. Kutz, President P: 609-641-2781 F: 609-641-0374 jnerlho@aestone.com</p>	<p>bidder 3 of 3 R.B. Blevins Construction 426 Swedesboro Road PO Box 490 Woodstown, NJ 08098 Cheryl M. Sticker, Asst. Secretary P: 856-769-8244 F: 856-769-6430 info@rbsbv.com</p>
--	--	---

SUMMARY OF BIDS



SPECIFICATION NO. 17-19FA

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
26	CLEARING BIDE	1	LS	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
27	EXCAVATION, TEST PIT	10	CY	\$25.00	\$250.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00
28	EXCAVATION, UNCLASSIFIED	1,350	CY	\$6.50	\$8,875.00	\$60.00	\$81,000.00	\$7.00	\$9,450.00
29	REMOVAL OF PAVEMENT	475	SY	\$10.00	\$4,750.00	\$20.00	\$9,500.00	\$7.00	\$3,325.00
30	CONTROLLED LOW STRENGTH MATERIAL	100	CY	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$180.00	\$18,000.00
31	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	3,425	SY	\$0.25	\$856.25	\$10.00	\$34,250.00	\$16.50	\$56,612.50
32	HMA MILLING, 3" AVERAGE	38,750	SY	\$3.00	\$116,250.00	\$5.00	\$1,937,500.00	\$5.00	\$1,937,500.00
33	No Item	--	--	--	\$0.00	--	\$0.00	--	\$0.00
34	POLYMERIZED JOINT ADHESIVE	12,000	LF	\$0.50	\$6,000.00	\$5.00	\$60,000.00	\$0.50	\$7,200.00
35	TACK COAT	6,700	GAL.	\$0.01	\$67.00	\$0.01	\$67.00	\$0.01	\$67.00
36	PRIME COAT (F & W HERE DIRECTED)	250	GAL.	\$0.01	\$2.50	\$0.01	\$2.50	\$0.01	\$2.50
37	HOT MIX ASPHALT 9.5M64 LEVHNG COURSE	1,000	TON	\$80.00	\$80,000.00	\$65.00	\$65,000.00	\$89.00	\$89,000.00
38	HOT MIX ASPHALT 12.5M6 SUREFACE COURSE	7,300	TON	\$80.00	\$584,000.00	\$90.00	\$657,000.00	\$72.00	\$525,600.00
39	HOT MIX ASPHALT 19M64 BASE COURSE	1,200	TON	\$80.00	\$96,000.00	\$80.00	\$96,000.00	\$75.00	\$90,000.00
40-41	No Item	--	--	--	\$0.00	--	\$0.00	--	\$0.00
42	18" REINFORCED CONCRETE PIPE CLASS IV	185	LF	\$175.00	\$32,375.00	\$135.00	\$24,975.00	\$165.00	\$30,525.00
43	24" REINFORCED CONCRETE PIPE CLASS IV	60	LF	\$175.00	\$10,500.00	\$150.00	\$9,000.00	\$254.00	\$15,240.00
44	No Item	--	--	--	\$0.00	--	\$0.00	--	\$0.00
45	CLEANING EXISTING PIPE, 12" TO 24" DIAMETER	300	LF	\$12.00	\$3,600.00	\$1.00	\$300.00	\$10.00	\$3,000.00
46	No Item	--	--	--	\$0.00	--	\$0.00	--	\$0.00
47	INLET, TYPE B	2	UNIT	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$5,000.00	\$12,000.00
48	RISER, EXISTING CASTING	24	UNIT	\$10.00	\$240.00	\$0.01	\$0.24	\$480.00	\$11,520.00
49	SET INLET, TYPE B, CASTING	2	UNIT	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$1,170.00	\$2,340.00
50	RECONSTRUCTED INLET, TYPE B, USING EXISTING CASTING	2	UNIT	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$1,800.00	\$3,600.00

bidder 1 of 3

South State, Inc.
202 Reeves Road
P.O. Box 67 Bridgeton, NJ 08302
Chester J. Oettinger, President
P. 856-451-5300 F. 856-455-3461
sbryan@southstateinc.com

bidder 2 of 3

A.E. Stone, Inc.
1435 Doolittle Road
Rte. 1400er Twp., NJ 08232
Steven C. Kutz, President
P. 609-641-2781 F. 609-641-0374
jnerlino@aeston.com

bidder 3 of 3

R.B. Pleisich Construction
426 Svedsboro Road
P.O. Box 430 Woodstown, NJ 08098
Charles M. Sibley, Asst. Secretary
P. 856-769-8244 F. 856-769-5630
info@rptjensen.com

SUMMARY OF BIDS



SPECIFICATION NO. 17-19FA

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
51	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING	2	UNIT	\$300.00	\$1,000.00	\$500.00	\$1,000.00	\$2,400.00	\$4,800.00
52	RECONSTRUCTED MANHOLE, USING EXISTING CASTING	2	UNIT	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$1,800.00	\$3,600.00
53	RECONSTRUCTED MANHOLE, USING NEW CASTING	2	UNIT	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$2,400.00	\$4,800.00
54	BICYCLE SAFE GRATE	6	UNIT	\$500.00	\$3,000.00	\$200.00	\$1,200.00	\$425.00	\$2,550.00
55	CURB PIECE, TYPE N, ECO	16	UNIT	\$400.00	\$6,400.00	\$90.00	\$1,440.00	\$404.90	\$6,478.40
56	CLEANING DRAINAGE STRUCTURE (IF & WHERE DIRECTED)	5	UNIT	\$350.00	\$1,750.00	\$100.00	\$500.00	\$250.00	\$1,250.00
57	CONCRETE SIDEWALK, 4" THICK	125	SY	\$120.00	\$15,000.00	\$80.00	\$10,000.00	\$105.00	\$13,125.00
58	No Item	--	--	--	\$0.00	--	\$0.00	--	\$0.00
59	HMA DRIVEWAY, 2" THICK	900	SY	\$30.00	\$27,000.00	\$30.00	\$27,000.00	\$26.00	\$23,400.00
60	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	175	SY	\$120.00	\$21,000.00	\$80.00	\$14,000.00	\$115.00	\$20,125.00
61	NO ITEM	--	--	--	\$0.00	--	\$0.00	--	\$0.00
62	CONCRETE DRIVEWAY, REINFORCED, 8" THICK (SWALE)	60	SY	\$300.00	\$12,000.00	\$100.00	\$6,000.00	\$130.00	\$7,800.00
63	DETECTABLE WARNING SURFACE	60	SF	\$25.00	\$1,500.00	\$50.00	\$3,000.00	\$40.00	\$2,400.00
64	No Item	--	--	--	\$0.00	--	\$0.00	--	\$0.00
65	9" X 18" CONCRETE VERTICAL CURB	1,200	LF	\$40.00	\$48,000.00	\$35.00	\$42,000.00	\$54.00	\$64,800.00
66	9" X 18" CONCRETE VERTICAL CURB AND GUTTER	225	LF	\$60.00	\$13,500.00	\$40.00	\$9,000.00	\$88.00	\$19,800.00
67	No Item	--	--	--	\$0.00	--	\$0.00	--	\$0.00
66	NONVEGETATIVE SURFACE, HOT MIX ASPHALT	100	SY	\$33.00	\$3,300.00	\$30.00	\$3,000.00	\$33.00	\$3,300.00
69	BEAM GUIDE RAIL	300	LF	\$26.00	\$7,800.00	\$25.00	\$7,500.00	\$26.00	\$7,800.00
70	BEAM GUIDE RAIL ELEMENT	170	LF	\$15.00	\$2,550.00	\$15.00	\$2,550.00	\$15.00	\$2,550.00
71	TANGENT GUIDE RAIL TERMINAL	2	UNIT	\$3,200.00	\$6,400.00	\$3,000.00	\$6,000.00	\$3,200.00	\$6,400.00
72	BEAM GUIDE RAIL ANCHORAGE	1	UNIT	\$1,900.00	\$1,900.00	\$2,000.00	\$2,000.00	\$1,900.00	\$1,900.00
73	BEAM GUIDE RAIL POSTS	60	UNIT	\$39.00	\$2,340.00	\$40.00	\$2,400.00	\$39.00	\$2,340.00

Bidder 1 of 3
 South State, Inc.
 202 Reeves Road
 P.O. Box 68 Bridgeton, NJ 08312
 Chester J. Ottlinger, President
 P: 856-451-5300 F: 856-451-3461
 bhyran@southstateinc.com

Bidder 2 of 3
 A.B. Stone, Inc.
 1435 Doughty Road,
 Egg Harbor Township, NJ 08232
 Steven G. Katz, President
 P: 609-641-9781 F: 609-641-0374
 jnealho@abstone.com

Bidder 3 of 3
 T.E. Plejsson Construction
 425 Swedesboro Road,
 P.O. Box 430 Swedesboro, NJ 08098
 Cheryl M. Sticker, Asst. Secretary
 P: 856-760-8244 F: 856-769-5630
 info@teplejsson.com

SUMMARY OF BIDS



SPECIFICATION NO. 17-19FA

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
74	BEAM/GUIDE RAIL BLOCKOUT	70	UNIT	\$5.50	\$385.00	\$5.00	\$350.00	\$5.50	\$385.00
75	RESET BEAM/GUIDE RAIL WITH EXISTING POSTS	225	LF	\$22.00	\$4,950.00	\$25.00	\$5,625.00	\$22.00	\$4,950.00
76	No Item	--	--	--	\$0.00	--	\$0.00	--	\$0.00
77	REMOVAL OF BEAM/GUIDE RAIL	280	LF	\$4.20	\$1,176.00	\$1.00	\$280.00	\$4.20	\$1,176.00
78	TRAFFIC STRIPES, 4" LONG LIFE EPOXY RESIN	15,000	LF	\$0.38	\$5,700.00	\$0.38	\$4,500.00	\$0.38	\$5,700.00
79	TRAFFIC STRIPES, 8" LONG LIFE EPOXY RESIN	23,000	LF	\$0.60	\$13,800.00	\$0.50	\$11,500.00	\$0.60	\$13,800.00
80	TRAFFIC MARKINGS, SYMBOLS	650	SP	\$14.00	\$9,100.00	\$10.00	\$6,500.00	\$14.00	\$9,100.00
81	No Item	--	--	--	\$0.00	--	\$0.00	--	\$0.00
82	RPM, MONO-DIRECTIONAL, WHITE LENS	50	UNIT	\$29.00	\$1,450.00	\$25.00	\$1,250.00	\$29.05	\$1,452.50
83	TRAFFIC MARKING LINES, 24"	625	LF	\$5.00	\$3,125.00	\$3.00	\$1,875.00	\$5.00	\$3,125.00
84	RPM, BI-DIRECTIONAL, BLUE LENS	10	UNIT	\$29.00	\$290.00	\$25.00	\$250.00	\$29.05	\$290.50
85	RPM, BI-DIRECTIONAL, AMBER LENS	160	UNIT	\$29.00	\$4,640.00	\$25.00	\$4,000.00	\$29.05	\$4,648.00
86	FLEXIBLE DELINEATOR, GROUND MOUNTED	40	UNIT	\$50.00	\$2,000.00	\$70.00	\$2,800.00	\$50.00	\$2,000.00
87	REGULATORY AND WARNING SIGN	665	SP	\$42.00	\$27,930.00	\$30.00	\$19,950.00	\$42.00	\$27,930.00
88	REFLECTIVE U-POST INSERT	105	UNIT	\$40.00	\$4,200.00	\$40.00	\$4,200.00	\$45.00	\$4,725.00
89	No Item	--	--	--	\$0.00	--	\$0.00	--	\$0.00
90	RESET WATER VALVE BOX (B AND WHERE DIRECTED)	50	UNIT	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50
91	RESET MANHOLE, USING EXISTING CASTING	3	UNIT	\$50.00	\$150.00	\$50.00	\$150.00	\$50.00	\$150.00
92	RESET GAS VALVE BOX (B & WHERE DIRECTED)	50	UNIT	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50
93	No Item	--	--	--	\$0.00	--	\$0.00	--	\$0.00
94	TOPSOIL SPREADING, 4" THICK	510	SY	\$5.00	\$2,550.00	\$1.00	\$510.00	\$5.00	\$2,550.00
95	TURF REPAIR STRIP	20,000	LF	\$0.05	\$1,000.00	\$0.01	\$200.00	\$1.50	\$30,000.00
96	FERTILIZING AND SHEDDING, TYPE A-3	500	SY	\$1.00	\$500.00	\$2.00	\$1,000.00	\$1.00	\$500.00
97	STRAW MULCHING	500	SY	\$1.00	\$500.00	\$0.01	\$5.00	\$1.00	\$500.00
98	POLICE TRAFFIC DIRECTORS (B & WHERE DIRECTED)	920	HOURS	\$60.00	\$54,960.00	\$60.00	\$54,960.00	\$60.00	\$54,960.00
99	No Item	--	--	--	\$0.00	--	\$0.00	--	\$0.00

Bidder 1 of 3
 SouthState, Inc.
 202 Reeves Road
 PO Box 68 Bridgeton, NJ 08302
 Christopher J. Oettinger, President
 P: 856-451-5100, F: 856-455-9461
 hbryan@southstateinc.com

Bidder 2 of 3
 A.R. Stone, Inc.
 1435 Doughty Road
 High Harbor Twp., NJ 08232
 Steven G. Katz, President
 P: 609-681-2781 F: 609-641-0374
 jstentho@arstone.com

Bidder 3 of 3
 R.R. Piensich Construction
 426 Swedesboro Road
 PO Box 430 Woodstown, NJ 08098
 Cheryl M. Bickler, Asst. Secretary
 P: 856-769-8244 F: 856-769-5630
 rrbco@piensich.com

SUMMARY OF BIDS



SPECIFICATION NO. 17-19FA

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
100	FOUNDATION, TYPE SET	2	UNIT	\$3,420.00	\$6,840.00	\$1,850.00	\$3,700.00	\$1,800.00	\$3,600.00
101	TRAFFIC SIGNAL STANDARD, ALUMINUM	2	UNIT	\$2,430.00	\$4,860.00	\$2,160.00	\$4,200.00	\$2,100.00	\$4,200.00
102	RABBIT FLASHING BEACON	2	UNIT	\$14,950.00	\$28,500.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00
103	PUSH BUTTON WITH SIGN	2	UNIT	\$500.00	\$1,000.00	\$600.00	\$1,200.00	\$610.00	\$1,220.00
Total Bid					\$1,799,010.90		\$1,594,000.00		\$1,708,899.92

Bidder 1 of 3

South State, Inc.
202 Reeves Road
PO Box 68 Bridgeton, NJ 08302
Chester J. Offinger, President
P: 856-451-5300 F: 856-455-3461
bhylan@southstateinc.com

Bidder 2 of 3

A.E. Stone, Inc.
1435 Doughty Road
Egg Harbor Twp, NJ 08232
Steven G. Kutz, President
P: 609-641-2781 F: 609-641-0374
jmeetho@eaststone.com

Bidder 3 of 3

R.E. Pierson Construction
426 Swedesboro Road
PO Box 430 Swedesboro, NJ 08098
Vincent M. Sticker, Asst. Secretary
P: 856-769-8244 F: 856-769-5630
vin@repierson.com

4.30.23
date

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

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.	20-03537

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

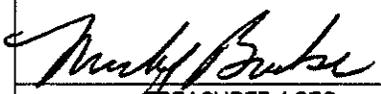
ORDER DATE: 05/01/20
REQUISITION NO: R0-17038
DELIVERY DATE:
STATE CONTRACT: 17-19FA
ACCOUNT NUM:

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

VENDOR #: SOUTH296

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	17-19FA CONSTRUCTION CONTRACT RESURFACING & SAFETY IMPROVEMENTS TO CLAYTON WILLIAMSTOWN RD (CR610) BETWEEN FRIES MILL RD (CR655) AND TUCKAHOE RD (CR555) IN MONROE TWP, FRANKLIN TWP & CLAYTON ENGINEERING PROJECT #: 17-19FA PASSED BY RESOLUTION: MAY 13, 2020	C-04-18-012-165-12254 Resurface CR610 from Tuckahoe-Fries (FA)	1,100,000.0000	1,100,000.00
1.00	** TO BE TAKEN IN PARTIALS ** BALANCE	C-04-20-012-165-12244 County Roadway Improvements (GC)	399,010.9000	399,010.90
			TOTAL	1,499,010.90

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		
VENDOR SIGN HERE		TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO.		
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	DEPARTMENT HEAD	QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT
WITH REMINGTON & VERNICK ENGINEERS FOR \$56,362.01 FROM
MAY 13, 2020 TO COMPLETION OF THE PROJECT**

WHEREAS, the County of Gloucester (hereinafter "County") has a need for professional engineering services regarding construction management and inspection services for the resurfacing of Clayton-Williamstown Road in the Townships of Monroe and Franklin and Borough of Clayton, known as Engineering Project #17-19FA (hereinafter the "Project"); and

WHEREAS, the County requested proposals via RFP-20-033 from interested providers, and thereafter, 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 et seq; and

WHEREAS, the evaluation, based on the established criteria, concluded that Remington & Vernick Engineers of 51 Haddonfield Road, Suite 260, Cherry Hill, NJ 08002 made the most advantageous proposal to provide said services for \$56,362.01; and

WHEREAS, the 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 No. 20-03645, which amount shall be charged against budget line item C-04-20-012-165-12244.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the contract with Remington & Vernick Engineers is hereby authorized for professional engineering services as per RFP-20-033, from May 13, 2020 to completion of the Project for \$56,362.01; and, that the Freeholder Director is authorized to execute and the Clerk of the Board to attest to the contract; 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 May 13, 2020 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 effective the 13th day of **May, 2020**, 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, the County has a need to contract for professional engineering services regarding construction management and inspection services for the resurfacing of Clayton-Williamstown Road in the Townships of Monroe and Franklin and Borough of Clayton, as per **RFP-20-033**, known as Engineering Project #17-19FA (hereinafter the "**Project**"); and

WHEREAS, Contractor represents that it is qualified to perform 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. This Contract shall commence on May 13, 2020 and terminate upon 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 \$56,362.01 as per Contractor's proposal dated April 28, 2020, which was submitted in response to the County's Request for Proposal, **RFP-20-033**. 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 for professional engineering services regarding construction management and inspection services for the resurfacing of Clayton-Williamstown Road in the Townships of Monroe and Franklin and Borough of Clayton, as per **RFP-20-033**, and Contractor's Proposal dated April 28, 2020, which are incorporated by reference in their entirety and made a part of this Contract. Contractor agrees that it has or will comply with all of the requirements set out in **RFP-20-033**.

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

a. The Contractor will not discriminate against any employee or applicant for employment and 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.

b. The Contractor 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. If the Contractor 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 Specifications, or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

b. If Contractor is required to be licensed in order to 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, shall fail to fulfill in a 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, 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 affect the validity of the indemnification provisions of this Contract, nor 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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

8. INDEMNIFICATION. The Contractor 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-20-033** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or **RFP-20-033**, 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

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

ROBERT M. DAMMINGER, DIRECTOR

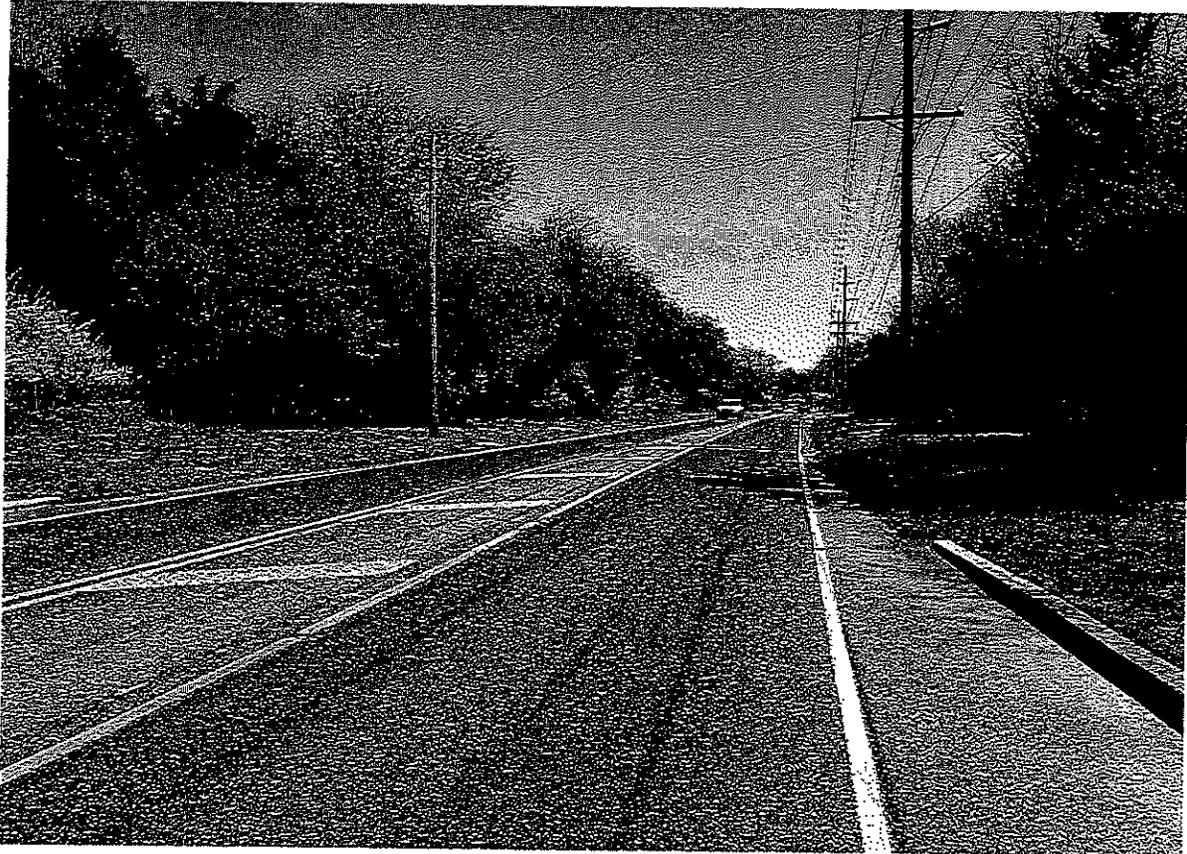
ATTEST:

REMINGTON & VERNICK ENGINEERS

By: *(print)*
Title:



Cost Proposal



RFP #20-033 - Construction Management and Inspection Services for the Resurfacing of Clayton-Williamstown Road (CR 610) from Fries Mill Road (CR 610) to Tuckahoe Road (CR 555) in the Townships of Monroe and Franklin and the Borough of Clayton, NJDOT Project #6200359, Engineering Project 17-19



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

April 28, 2020

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

Attn: Kim Larter, Qualified Purchasing Agent

Subj: COST PROPOSAL for RFP 20-033 - Construction Management & Inspection Services for the Resurfacing of Clayton-Williamstown Road (CR 610) from Fries Mill (CR 610) to Tuckahoe Rd (CR 555) in the Townships of Monroe and Franklin and the Borough of Clayton

Dear Ms. Larter:

REMINGTON & VERNICK ENGINEERS, INC. (RVE) is pleased to submit this cost proposal to provide construction management and inspection services to Gloucester County (County) for the project mentioned above. Our proposal has been prepared in accordance with the County's Request for Proposal (RFP).

RVE is dedicating **Project Manager (PM) Joseph Ragusa, PE, TCC** and **Resident Inspector (RI) Joseph Iannacone, NICET IV, NJSAT, ACI, TCC** to this project. Both Mr. Ragusa and Mr. Iannacone bring an extensive level of expertise and experience for this type of work. Mr. Ragusa's role as PM will leverage his expertise with traffic control coordination, construction inspection and construction management honed on projects for the County. Mr. Iannacone has more than 20 years of experience serving as a Construction Inspector and providing detailed field inspections for a variety of local municipal, county and agency clients. Mr. Ragusa and Mr. Iannacone have experience supporting projects for Gloucester County and the NJDOT/FHWA. They served in the same roles for the County's Resurfacing and Safety Improvements to Main Road – Phase 2 project which was completed in early 2019 and the Washington/Monroe Bicycle Connector, which is currently under construction.

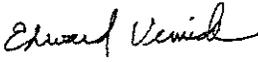
RVE has performed and continues to perform FHWA/NJDOT Local Aid funded projects. The firm is familiar with the paperwork and the process that is required to ensure the client receives full reimbursement. Our Team will start this project efficiently due to our knowledge of the County's policies, procedures 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 FHWA/NJDOT funded projects.
- County projects supported were completed on schedule, within the County's budget and with minimal corrective action.
- RVE is currently the ADA Engineer of Clayton Borough and we have completed projects in the Townships of Monroe and Franklin, which will help facilitate communication between the Borough and the County.

GTS Consultants, Inc. (GTS) will be joining our team to provide surveying services and to exceed the required 12.49% DBE participation goal. We have worked with GTS on multiple projects for the County involving FHWA funding. The RVE team also has additional in-house capabilities, experience and resources to effectively support this contract. As a full-service firm with our headquarters located just over 10 miles away from the County's office, RVE has the requisite capabilities to provide immediate on-site support.

RVE's Team is committed to completing this project on time and within budget. With extensive in-County experience, a strong PM and RI known by the County, and proven experience executing similar projects, we look forward to supporting this project. Please contact our PM, Joseph Ragusa, PE, TCC, at 609-828-2222 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, INC.

By 
Edward Vernick, PE, CME
Chairman

rve.com

**REMINGTON & VERNICK ENGINEERS
COST PROPOSAL**

Client: Gloucester County
Project: RFP # 20-033 CM/GI for the Resurfacing of Clayton-Williamstown Road (CR 610)

Remington & Vernick Engineers		Project Manager / PE		Resident Inspector		Office Engineer		TOTAL
Task Description	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Direct Labor Rate		\$ 72.00		\$ 48.75		\$ 36.00		
Preconstruction	8	\$ 576.00		\$ 390.00	4	\$ 140.00		\$ 1,106.00
Construction Inspection	16	\$ 1,152.00		\$ 14,137.60	6	\$ 210.00		\$ 15,499.60
Punchlist and Project Closeout	4	\$ 288.00		\$ 1,950.00	20	\$ 700.00		\$ 2,938.00
Subtotal	28	\$ 2,016.00		\$ 16,477.60	30	\$ 1,050.00		\$ 19,543.60

RVE Direct Expenses		DIRECT LABOR COST		OVERHEAD		FEE		SUBTOTAL LABOR + OVERHEAD + FEE
				110.49%		10.00%		\$ 21,593.61
								\$ 4,113.71
								\$ 46,260.82
SUBTOTAL COST - RVE								\$46,260.82

GTS CONSULTING (See Attached)		Survey Manager		Project Surveyor		Crew Chief		Instrument Operator		CADD Technician		TOTAL
Task Description	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Direct Labor Rate		\$ 70.00		\$ 61.00		\$ 36.00		\$ 27.00		\$ 31.00		
Preconstruction		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Construction Inspection	2	\$ 140.00	4	\$ 204.00	10	\$ 360.00	10	\$ 270.00	6	\$ 186.00		\$ 1,160.00
Punchlist and Project Closeout	4	\$ 280.00	2	\$ 102.00	40	\$ 1,400.00	40	\$ 1,080.00	2	\$ 62.00		\$ 2,924.00
Subtotal	6	\$ 420.00	6	\$ 306.00	60	\$ 1,760.00	60	\$ 1,350.00	6	\$ 248.00		\$4,074.00

GTS Direct Expenses		DIRECT LABOR COST		OVERHEAD		FEE		SUBTOTAL LABOR + OVERHEAD + FEE
				147.94%		10.00%		\$ 6,027.08
								\$ 1,010.11
								\$11,111.18
SUBTOTAL COST - GTS								\$11,111.18

TOTAL COSTS

\$56,362.01

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. 20-03645

Pg

**S
H
I
P
T
O**
GLOUC. CO ENGINEERING DEPT.
1200 N. DELSEA DR. BLDG A
CLAYTON, NJ 08312
856-307-6600

ORDER DATE: 05/05/20
REQUISITION NO: R0-17163
DELIVERY DATE:
STATE CONTRACT: RFP-20-033
ACCOUNT NUM:

**V
E
N
D
O
R**
VENDOR #: REMIN010
REMINGTON & VERNICK ENG., INC.
51 HADDONFIELD RD., SUITE 260
CHERRY HILL, NJ 08002

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	17-19FA PROFESSIONAL SERVICES CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR RESURFACING & SAFETY IMPROVEMENTS TO CLAYTON WILLIAMSTOWN RD (CR610) BETWEEN FRIES MILL RD (CR655) AND TUCKAHOE RD (CR555) IN MONROE TWP, FRANKLIN TWP & CLAYTON ENGINEERING PROJECT: 17-19FA PASSED BY RESOLUTION: MAY 13, 2020 ** TO BE TAKEN IN PARTIALS **	C-04-20-012-165-12244 County Roadway Improvements (GC)	56,362.0100	56,362.01
			TOTAL	56,362.01

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 VENDOR SIGN HERE DATE		TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO. DATE	DEPARTMENT HEAD DATE	<i>Kimberly [Signature]</i> QUALIFIED PURCHASING AGENT
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING EXECUTION OF COST REIMBURSEMENT AGREEMENT NO. 20-DT-BLA-FEP-439 WITH NJ DEPARTMENT OF TRANSPORTATION IN AN AMOUNT NOT TO EXCEED \$1,898,000.00

WHEREAS, the Office of the Gloucester County Engineer is eligible to receive funds from the NJ Department of Transportation, Division of Local Aid and Economic Development for the funds exchange program; and

WHEREAS, funds to be received shall be in an amount not to exceed \$1,898,000.00, and will be used for improvement to GC-TTF-Clayton-Williamstown Road (C.R. 610), known as Engineering Project #17-19FA (hereinafter "Project"); and

WHEREAS, a Cost Reimbursement Agreement must be executed by the County to establish the terms and conditions applicable when receiving such funds for a designated eligible project.

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, Cost Reimbursement Agreement No. 20-DT-BLA-FEP-439 with the NJ Department of Transportation, in an amount not to exceed \$1,898,000.00 for the Project as set forth herein above, and in accordance with the terms and conditions of the Agreement.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester held on May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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



Agreement No.: 20-DT-BLA-FEP-439

Vendor ID: 216000660

DUNS Number (Local Public Agency): 957362247

Contract ID: 20 70002

Contact Name and Phone Number: David Cihocki, (856) 414-8499

FUNDS EXCHANGE PROGRAM -COST REIMBURSEMENT AGREEMENT

Project/Phase: **GC-TTF-Clayton-Williamstown Road, CR 610**

Municipality: **Clayton Borough and Monroe Township** County: **Gloucester**

This Cost Reimbursement Agreement ("Agreement") is made as of the _____ day of _____, by and between the **Gloucester County**, having its offices at **Clayton Complex Offices of Government Services, 1200 N. Delsea Drive, Clayton, NJ 08312-100** ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

WITNESSETH:

WHEREAS, Recipient proposes to be a "Local Public Agency" that is sponsoring a Project eligible for funding pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Recipient funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all state, and local laws and ordinances, Recipient and the State hereby agree as follows:

1. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and Cost Estimate attached to this Agreement.

2. Agreement Contract Term

2.1 This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the Project is completed and all payment vouchers have been paid subject to Section 6 below or until, based on inactivity as defined in Section 6.2(b) below, the State demands the return of some or all funds allocated. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of **this agreement (date written above)**. All such work shall be completed by 9/22/2021, unless either terminated or extended by written authorization of the State.

2.2 This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event the State terminates the agreement for any reason other than abandonment or inactivity, the State shall compensate the Recipient for work actually performed. In the event the State terminates the Agreement for abandonment or inactivity, the State may demand the return of all funds or the remaining



funds, at its own discretion. In the event the Recipient terminates the Agreement, the State in its discretion will determine compensation, if any, to be paid.

- 2.3 The Project shall not be sold, assigned or ownership transferred without the consent of the State. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, this Agreement shall be deemed terminated and the State shall be reimbursed for all money paid.

3. Plans and Specifications

- 3.1 Recipient shall prepare, or have prepared, if required by the State, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the New Jersey Department of Transportation 2007 Standard Specifications for Road and Bridge Construction. If there is a deviation from the standards, the Recipient shall notify the State in writing of any deviation from the standards and shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. A design exception may be executed when it can be documented to the State's satisfaction that a lesser design value is the best practical alternative. The factors to be considered when determining if a lesser design value should be elected shall include social economic and environmental impacts together with safe and efficient traffic operations.

Approval for the design exception shall be based upon Division of Local Aid Policy Number 005.00 as follows:

All Design Exceptions for Local Aid projects on non-National Highways System (non-NHS) roadways must be prepared by a licensed professional engineer in the State of New Jersey and approved by the sponsor via a design exception certification.

Projects that are on NHS roads must follow the procedure outlined in the NJDOT Design Exception manual including approval by the Director of Design Services and the Federal Highway Administration.

The above applies regardless of funding source. The State shall notify Recipient when the project is acceptable for bidding.

- 3.2 For reimbursement of allowable costs, project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.
- 3.3 The Recipient shall designate a Resident Engineer who shall be empowered to represent the Recipient in connection with the administration of the Project, and shall be responsible for the monitoring and inspection of all work performed by its contractors.



4. Projects Eligible for Funding

Right of Way Acquisition Projects

- 4.1 Recipient shall acquire right of way parcels in accordance with applicable federal and state requirements, including, but not limited to, 49 C.F.R. 24, 23 C.F.R. 710.203, N.J.S.A. 20:4-1 et seq., New Jersey, Department of Transportation, Right of Way Acquisition Manual which may be found at: the <http://www.state.nj.us/transportation/eng/documents/BDC/pdf/ROWAcquisitionManual20120601.pdf> and New Jersey, Department of Transportation, Right of Way Engineering Manual which may be found at: <http://www.state.nj.us/transportation/eng/documents/ROWE/>.
- 4.2 Recipient shall be responsible for preparing all maps and other documents required by the New Jersey, Department of Transportation, Right of Way Acquisition Manual and Right of Way Engineering Manual referenced above.
- 4.3 Eligible costs for right of way acquisition projects shall include:
 - a. Cost of real property which shall be based on the actual purchase price of the parcel or easement, after negotiating a purchase agreement, or the just compensation amount as determined by a court, and
 - b. Associated direct costs of acquisition including appraisal fees, cost estimates, right of way plan preparation, title work, cost to acquire real property, cost of administrative settlements, relocations, and damages pursuant to 23 C.F.R. 710.203.
- 4.4 Any amount paid to the Recipient under this Agreement for a parcel or easement that is later declared to be in excess and sold, may be recovered by the State.

Design Projects

- 4.5 Recipient shall provide professional design services for the Project ("Design Work") in accordance with the New Jersey Department of Transportation 2007 Standard Specifications for Road and Bridge Construction and the State of New Jersey Standard Terms and Conditions.
- 4.6 Recipient warrants that the engineering services shall be performed or approved by an engineer licensed by the State of New Jersey Board of Professional Engineers and Land Surveyors to practice in the State of New Jersey.
- 4.7 Recipient covenants that Design Work will comply with all applicable laws and other requirements of state and local governmental bodies including applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline.
 - a. Certain projects shall require the pre-approval of the State, prior to the design phase, as to the applicable standards that apply, as follows:
 - i. Transportation projects other than roads and bridges,
 - ii. Projects that intersect State highways,
 - iii. Projects with railroad crossings within the project limits or 100 feet outside the project limits, or



- iv. Projects with railroad crossings outside the project limits where the project could impact traffic flow across the railroad crossing.
- 4.8 Recipient shall prepare, or have prepared any necessary environmental documents, engineering documents, plans, specifications and estimates for the Project as required by Section 3.1 of this Agreement.
- 4.9 The Recipient shall not proceed with any Design Work for which reimbursement shall be sought without the specific written authorization of the State.
- 4.10 Recipient shall submit to the State documentation of the consultant selection process or use of in-house forces and final negotiated consultant cost proposal. The use of in-house staff is permitted but is subject to the approval of the State. In order to use in-house staff for design work, Recipient must allow the State to review its project accounting systems and be cost-basis approved by the State.
- 4.11 If Recipient is not performing design work in-house, Recipient shall solicit proposals for the work in accordance with all state laws, rules and regulations. Upon receipt of proposals from responsible design consultants, Recipient shall select professional services based upon qualifications and shall furnish the name of such consultant to the State for concurrence. Recipient agrees not to contract with any consultant to whom the State has made a reasonable and timely objection.
- 4.12 Recipient or its consultant shall be required to submit a design schedule to the State which should include, at a minimum, the submission dates for project plans and descriptions for Executive Order 215 determination, environmental screening, environmental permits/approvals, preliminary plans specifications, and estimate, and for the funding authorization request package.
- 4.13 Funds for design work shall be authorized by the State once the design authorization submission has been approved. Within ten years of the date of design authorization, the project must be awarded to a construction contractor. Failure to comply with the requirements of this provision will result in the recovery of all funds previously expended.
- 4.14 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible costs and for no other purpose. Recipient agrees that it shall provide to the State, upon demand and at no cost to the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.
- 4.15 When the Recipient considers the design work to be finally complete, Recipient shall request that the State's representative make a final review of the plans and specifications. If it is determined, after such review, that the design work has been completed in accordance with all applicable laws and requirements, Recipient shall submit a final invoice to the State and the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project design work.
- 4.16 The Recipient and its consultant will comply with Chapter 51/Executive Order 117 Certification and Disclosure of Political Contributions and will submit the Chapter 51/Executive Order 117 Certification and Disclosure form, certifying that no contributions prohibited by Chapter 51 have been solicited or made by the Recipient and reporting all contributions the Recipient made during the preceding four years to any political organization organized under 26 U.S.C. §527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19: 44A-3(n) and N.J.A.C. 19: 25-1.7.

Construction Projects

- 4.17 Recipient shall complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.
- 4.18 Recipient covenants that Project Work will comply with all applicable laws and other requirements of state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to complete Project Work.
- 4.19 The Recipient shall not advertise the project until the State provides written authorization to proceed and the Recipient shall not proceed with any Project Work for which reimbursement shall be sought without the written authorization of the State.
- 4.20 Recipient shall solicit bids for the work in accordance with all state laws, rules and regulations applicable to public bidding. The Recipient shall advertise the project within sixty (60) days of the State's authorization of funds and must award the project within six months of authorization of funds. Upon receipt of bids from responsible contractors, Recipient shall select the contractor submitting the lowest responsive bid. Within thirty (30) days of the award of the contract, the Recipient shall submit:
 - a. One copy of the summary of construction bids showing all bid quantities, unit prices, and amounts for the construction of pay items, and
 - b. A fully executed and sealed resolution awarding the contract to the lowest responsible bidder, which shall be subject to the approval of the State.

Once the State has received all of the information listed above, it shall notify Recipient in writing whether it has been approved. Recipient agrees not to contract with any contractor to whom the State has made a reasonable and timely objection. Professional services for construction services should be competitively selected based upon qualifications.

- 4.21 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible Project costs and for no other purpose. Recipient agrees that it shall provide to the State, upon demand and at no cost to the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.
- 4.22 Upon written request of the State, the Recipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds.
- 4.23 Recipient agrees that it will cause its contractor to comply with the appropriate statutes and regulations concerning use of foreign materials as required by Section 106.03 of the New Jersey Department of Transportation's 2007 Standard Specifications.
- 4.24 Recipient and its contractor will comply with Chapter 51/Executive Order 117 Certification and Disclosure of Political Contributions and will submit the Chapter 51/Executive Order 117 Certification and Disclosure form, certifying that no contributions prohibited by Chapter 51 have been solicited or made by the contractor and reporting all contributions the contractor made during the preceding four years to any political organization organized under 26 U.S.C. §527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19: 44A-3(n) and N.J.A.C. 19: 25-1.7.



- 4.25 When Recipient considers the Project to be finally complete, Recipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The New Jersey Department of Transportation, Division of Local Aid and Economic Development will monitor maintenance of completed Project by the Recipient. Failure to maintain Project will result in the withholding of funds payable to the Recipient on other State funded programs.

5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

- (a) General Comprehensive Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit plus \$1,000,000.00 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic unamended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.
- (b) Automobile Liability Insurance in the minimum amount of \$1,000,000.00.
- (c) Workers Compensation Insurance in the amount required by law.

5.2 A copy of each insurance policy shall be made available to the State upon request.

5.3 Recipient shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.

5.4 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

6. Disbursement of Project Fund

6.1

- (a) The State shall disburse monies from the Project Fund to Recipient in order to reimburse actual, eligible costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate attached to this Agreement and outlined below will be eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund. The Recipient shall reimburse the Consultant/Contractor for allowable expenses after the receipt of properly prepared payment vouchers as outlined in Section 6.2 of this Agreement. All monies shall be subject to appropriations and availability of funds.
- (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed **\$1,898,000.00**, with an approved budget as follows:



<u>Local Public Agency</u>	<u>Agreement Amount</u>	<u>LPA in-House</u>	<u>Total</u>	<u>Date Authorized</u>	<u>Date for Completion</u>
<u>Gloucester County</u>	<u>\$1,898,000.00</u>	<u>\$0.00</u>	<u>\$1,898,000.00</u>	<u>3/25/20</u>	<u>9/22/2021</u>

- (c) The actual agreement will be adjusted and/or modified unilaterally by the State to reflect the Project costs as determined by the bid amount.
- (d) The final eligible costs incurred by the Recipient during the Project may be reimbursed by the State, subject to prior written approval, the availability of funds, and at the State’s sole discretion.

6.2

- (a) Recipient shall prepare and submit payment vouchers for payment for approval by the State within three months of initial billing by the contractor or design consultant, or six months from award, whichever is first. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly.
- (b) If Recipient does not comply with the aforementioned time periods for submitting payment vouchers, the State may determine that the Project is deemed “inactive” and, as a result, Project funds may be withdrawn by the State. Also see Section 2.1. Recipient may also be determined inactive, at the discretion of the State, for the following reasons: failure to perform work properly, failure to complete the project as proposed, failure to properly submit or complete the close out documents, or any reason that the State may determine based upon the project status and remaining work to be performed. The payment vouchers shall state, with proper documentation, the amounts due Recipient for actual, eligible costs incurred in connection with the Project. The Recipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.
- (c) The parties agree that the State has sole discretion to modify the initial agreement amount to reflect the actual, eligible costs for the Project work at the time of the award concurrence.
- (d) Progress Reports will accompany all payment vouchers and shall include:
 - i. A narrative description of work performed during the payment period and any difficulties or delays encountered;
 - ii. A comparison of actual accomplishments to the goals established for the payment period;
 - iii. A comparison, by tasks, of costs incurred with amounts budgeted, and;
 - iv. A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
 - v. Copies of contract compliance documents as completed for the voucher payment period by the resident engineer that is designated by the Recipient, a complete set of which shall be furnished by the State at kickoff and/or preconstruction meetings.



- (e) The State shall review and verify such payment vouchers for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum Project approved budget of **\$1,898,000.00** stated in this Agreement for satisfactorily completing the Project.

6.3

- (a) The State shall make partial payments to the Recipient toward the actual, eligible costs for the Project work upon the receipt of properly drawn payment voucher for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a disagreement between the State and the Recipient concerning the percentage of work completed during any given period, that dispute shall be resolved in accordance with Paragraph 19.3 of this Agreement.
- (b) Recipient may submit payment vouchers totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. Recipient shall submit a final payment voucher, within six months of final inspection, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the Project by the State.

6.4

- (a) The Recipient shall remain responsible for satisfactory performance of all work.
- (b) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient.
- (c) Recipient will be paid the actual, eligible costs for the work of each contractor and consultant. The actual, eligible costs shall be considered full compensation for all costs incurred by the Recipient relative to the work performed by each contractor and consultant. Payment of the actual, eligible costs shall be made on monthly or quarterly payment vouchers submitted by the Recipient based upon the percentage of the contracted work completed as shown in the Recipient's monthly progress reports.
- (d) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Section 6.2 above and the requirements of Section 8 below by placing equivalent provisions in their contracts.

7. Audit Requirements

- 7.1 The Recipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid and the Single Audit Act of 1984 as amended (Federal OMB Circular A-133). The Recipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.
- 7.2 The State, or its agents, shall be entitled to perform an audit at the following times:
 - (a) At any time during the performance of work set forth in this Agreement.
 - (b) During a period of up to three (3) years after either the date of payment of the Final Invoice or a date mutually agreed to by the parties.
- 7.3 The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:



- (a) In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty (30) days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.
- (b) In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon as is practicable.
- (c) The Recipient shall include in the Final Invoice the following release clause:

“In consideration of the requested payment of this Final Invoice, the [Recipient] hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement.”
- (d) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

8. Inspections

Recipient shall permit the State or any authorized representative, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress, labor performed and materials furnished in connection with the Project as well as Recipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Recipient shall supply such reports and information as the State shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Recipient for a period of three years after final payment is received from the State.

9. Indemnification

Recipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Recipient prompt notice thereof. If Recipient shall be required to defend in any action or proceeding pursuant to this Section 9 to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Recipient in respect to the claim or matter in question.

10. Abandonment of Project

It is understood and agreed by and between the parties hereto that Recipient shall complete the Project to provide a safe and usable unit and shall not be entitled to abandon the Project. If the Recipient abandons the Project during



any phase (planning, design, construction, etc.) all funds expended by the State will be reimbursed by the Recipient to the State. The determination that the project has been abandoned shall be at the sole discretion of the State.

11. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Recipient or the State with respect to any of the covenants or conditions of this Agreement.

12. Equal Opportunity

12.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined under the laws of the State of New Jersey, N.J.S.A. 10:5-31 et seq., which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:

- (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, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (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) When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division of Public Contracts Equal Employment Opportunity Compliance (hereafter "Division") may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, i, ii, and iii, as long as the Division is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:



- i. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (ii) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- ii. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (i) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions:
 - A. To notify the Public Agency Compliance Officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - B. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - C. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - D. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - E. If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable State and Federal court decisions;
 - F. To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or subcontractor:
 - G. The contractor or subcontractor shall interview the referred minority or women worker.
 - H. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However a Contractor or subcontractor shall determine that the individual at least possesses the requisite



- skills and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (iii) below.
- I. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above whenever vacancies occur. At the request of the Division, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - J. If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the Public Agency Compliance Officer and to the Division.
 - K. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, and on forms made available by the Division and submitted promptly to the Division upon request.
- iii. The Contractor or subcontractor agrees that nothing contained in (ii) above shall preclude the Contractor or subcontractor from complying with the hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (ii) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of (ii) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.
- (f) After notification of award, but prior to signing a construction contract, the Contractor shall submit to the Public Agency Compliance Officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the Contractor, in accordance with N.J.A.C. 17:27-7.
 - (g) The Contractor and each subcontractor must submit monthly employment and wage data to the Department via a web based application using electronic Form CC-257R. Instructions for registering and receiving the authentication code to access the web based application can be found at: <http://www.state.nj.us/transportation/business/civilrights/pdf/cc257.pdf>. Instructions on how to complete Form CC-257R are provided in the web application. Submit Form CC-257R through the web based application within 10 days following the end of the reporting month. All employment and wage data must be accurate and consistent with the certified payroll records. The Contractor is responsible for ensuring that their subcontractors comply with these reporting requirements. Failure by the Contractor to submit Monthly Employment Utilization Reports may impact the contractor's prequalification rating with the Department.



- (h) The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
 - (i) The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.
- 12.2 Recipient agrees that it will be bound by the above equal opportunity provisions with respect to its own employment practices when it participates in State assisted construction, design or right of way acquisition work.
- 12.3 Recipient also agrees:
- (a) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the State of New Jersey.
 - (b) To furnish the State such information as may require for the supervision of such compliance, and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- 12.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this Agreement, in whole or in part;
 - (b) Refrain from extending any further assistance to Recipient with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and
 - (c) Initiate appropriate legal proceedings.

13. Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

- (a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.
- (b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.
- (c) It will comply with, and cooperate with, State in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.



14. Small Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:

- (a) Policy. It is the policy of the New Jersey Department of Transportation that small business enterprises (SBE's), as they are defined in N.J.A.C. 12A: 10A-1.2 et seq. and N.J.A.C. 17:14-1.2 et seq., shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with State funds under this agreement.
- (b) Obligation. The contractor agrees to ensure that SBE's, as defined in N.J.A.C. 12A: 10A-1.2 et seq. and N.J.A.C. 17:14-1.2 et seq., have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with State funds provided under this Agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of N.J.A.C. 12A: 10A-1.2 et seq. and N.J.A.C. 17:14-1.2 et seq. to ensure that SBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion, age, or sex, as provided in state law, in the award and performance of DOT-assisted contracts."

15. No Oral Modifications

- (a) This Agreement may not be changed orally, but only by an Agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- (b) The Recipient shall request approval by the State of any task or line item budget revision deemed necessary to carry out the project in this Agreement. This request shall be submitted in writing by the Recipient to the State. If approved by the State, the State shall provide written authorization to Recipient to proceed with the revision.

16. Notices and Demands

- 16.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.
- 16.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

Laine Rankin
Director
Division of Local Aid and Economic Development
State of New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, New Jersey 08625



Or the designated District Office, Bureau of Local Aid, serving the area of the Recipient:

District 1 -

Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
Phone: (973) 601-6700
Fax: (973) 601-6709
Morris, Passaic,
Sussex and Warren

District 2 -

153 Halsey Street - 5th floor
Newark, NJ 07102
Phone: (973) 877-1500
Fax: (973) 648-4547
Bergen, Essex, Hudson,
and Union

District 3 -

1035 Parkway Avenue
Trenton, NJ 08625
Phone: (609) 530-5271
Fax (609) 530-8044
Hunterdon, Middlesex, Mercer,
Monmouth, Ocean and Somerset

District 4 -

1 Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, NJ 08002
Phone: (856) 486-6618
Fax (856) 486-6771
Atlantic, Burlington, Camden, Cape May,
Cumberland, Gloucester and Salem

Telephone: (856) 414-8414

Fax: (856) 486-6771

If to Recipient:

Vincent M. Voltaggio
(Engineer)
Gloucester County Engineer of Gloucester County
layton Complex Offices of Government Services
1200 N. Delsea Drive
Clayton, NJ 08312-100

This section does not apply to legal notices required by law or Court Rules.

17. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

18. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

19. Entire Agreement; Counterparts; Disputes

19.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.



- 19.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.
- 19.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

20. Choice of Law

This Agreement is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of the State of New Jersey.

21. Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.



22. APPENDIX A - Regulations of the Department of Transportation relative to pursuant to N.J.S.A. 10:5-31 et seq.
23. APPENDIX B - Certification of Recipient is attached hereto and made a part of this Agreement.
24. APPENDIX C - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.
25. APPENDIX D - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
26. APPENDIX E - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.
27. APPENDIX F - Americans with Disabilities Act is attached hereto and made part of this agreement.
28. APPENDIX G – Project Scope of Work
29. APPENDIX H – Project Cost Estimate



IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project/Phase: **GC-TTF-Clayton-Williamstown Road, CR 610**

Municipality: **Clayton Borough and Monroe Township**

County: **Gloucester**

ATTEST/WITNESSED/AFFIX SEAL:

RECIPIENT Gloucester County

Name: Laurie J. Burns
Title: Clerk of the Board

Date

By: _____
Name: Robert M. Damminger
Title: Freeholder Director

Date

ATTEST/WITNESSED/AFFIX SEAL:

NEW JERSEY DEPARTMENT OF TRANSPORTATION

Anika James, Department Secretary,
New Jersey Department of Transportation

Date

By: _____
Laine Rankin, Director
Division of Local Aid & Economic
Development

Date

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

Attorney General
Gurbir Grewal

By: _____
Name:
Deputy Attorney General

Date



APPENDIX A

NONDISCRIMINATION

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. Compliance with Regulations: The RECIPIENT will comply with Regulations as recognized by the State relative to nondiscrimination pursuant to N.J.S.A. 10:5-31 et seq.
2. Nondiscrimination: The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
 - (a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or,
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.
7. The RECIPIENT agrees to ensure that Small Business Enterprises (SBE) as defined in N.J.A.C. 12A: 10-102 et seq., and N.J.A.C. 17:14-1.2 et seq. have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.
8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:
 - (a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.



- (b) Give SBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.
- 9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.



APPENDIX B

CERTIFICATION OF RECIPIENT

In executing the Agreement the RECIPIENT'S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

The Recipient shall expressly state any exceptions in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and which may be furnished to the U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.



APPENDIX C

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

**APPENDIX D****NJDOT CODE OF ETHICS FOR VENDORS**

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

Adopted on the 16th day of December, 1987



APPENDIX E

CERTIFICATION OF RECIPIENT ELIGIBILITY

I Robert M. Damminger, Freeholder Director hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

RECIPIENT

Name/Title: Laurie J. Burns, Clerk of the Board

Name/Title: Robert M. Damminger, Freeholder Director

Date: _____

**APPENDIX F****AMERICANS WITH DISABILITIES ACT****Equal Opportunity For Individuals With Disabilities.**

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or sub consultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The RECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE'S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the STATE of the services provided by the RECIPIENT pursuant to this contract will not relieve the RECIPIENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the RECIPIENT, its agents, servants, employees and sub consultants for any claim which may arise out of their performance of this Agreement. Furthermore, the RECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the RECIPIENT'S obligations assumed in this Agreement, nor shall they be construed to relieve the RECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH NJ DEPARTMENT OF TRANSPORTATION REGARDING THE 2020 LOCAL AID INFRASTRUCTURE FUND ("LAIF"), IN AN AMOUNT NOT TO EXCEED \$3,841,000.00

WHEREAS, the Office of the County Engineer seeks to submit a grant application with the NJ Department of Transportation ("NJDOT") regarding the Local Aid Infrastructure Fund ("LAIF") Grant program, and to enter into an Agreement regarding said funding; and

WHEREAS, approval of the application, LAIF-2020-Resurfacing and Safety Improvement-00059 will provide the County with LAIF funds in an amount up to \$3,841,000.00, for milling and resurfacing of Franklinville Road (CR 538) from State Route 77 to Route 45, in the Townships of Elk and South Harrison; and

WHEREAS, the County Engineer's Office reviewed all data supplied in the application and in its attachments, and certifies to the Gloucester County Board of Chosen Freeholders that all data contained therein is true and correct, and that it has submitted the grant application to the County Treasurer's Office for review and the Treasurer has approved said application.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the grant application with the NJDOT is hereby approved, for LAIF funding in an amount up to \$3,841,000.00 for the Project referenced hereinabove; and, that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, the grant Agreement and other documents necessary and proper to carry out the objectives of this Resolution; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that execution of the grant agreement by the County will constitute acceptance of the funding, and compliance with the terms and conditions of the Agreement, and that the County Engineering Department shall be responsible for implementation of the regulations of the granting authority.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

Local Aid Infrastructure Fund 2020
LAIF-2020-Resurfacing and Safety Improvement-00059
Type of Improvement: 1

Infrastructure	Purpose
() Bikeway	Primary project purpose is for constructing new bikeways (e.g. bike lanes, bike paths, bike compatible roadways).
() Bridge Preservation	Primary project purpose is for improving the condition of bridge infrastructure (e.g. new deck, rehabilitation, replacement).
() Mobility	Primary project purpose is to enhance mobility and reduce congestion (e.g. adding lanes, park & ride, signal optimization).
() Pedestrian Safety	Primary project purpose is to enhance pedestrian safety (e.g. new sidewalks, new crosswalks, traffic calming, pedestrian overpass).
() Quality of Life	Primary project purpose is for beautification, environmental mitigation, economic development or historic preservation.
(✓) Roadway Preservation	Primary project purpose is for improving the condition of roadway infrastructure (e.g. resurfacing, reconstruction, drainage).
() Roadway Safety	Primary project purpose is to enhance vehicular safety (e.g. guide rail, signing, warning devices, striping).

Local Aid Infrastructure Fund 2020
LAIF-2020-Resurfacing and Safety Improvement-00059
Project Name: Resurfacing and Safety Improvements to Franklinville Road,
County Route 538

Note: If you have multiple locations for the same type of improvement and scope of work, you may enter "various" for the project limits, [download the excel spreadsheet here](#), fill it out and attach it below.

Project Title:

Resurfacing and Safety Improvements to Franklinville Road, County Route 538

From:

State Highway Rt. 45

To:

State Highway Rt. 77

Project Distance (Miles): 3.36

Local Aid Infrastructure Fund 2020
LAIF-2020-Resurfacing and Safety Improvement-00059
Project Location

County to filter by:

Gloucester County

Municipalities:

Elk Township
South Harrison Township

Local Aid Infrastructure Fund 2020
LAIF-2020-Resurfacing and Safety Improvement-00059
Scope Of Work

This project will include the milling and resurfacing of CR 538 from Route 77 to Route 45 in Elk & South Harrison Townships. Work will include guiderail upgrades, drainage repairs, selective roadway reconstruction, striping and pavement markings.

Location Map - 8.5 x 11 only - showing project limits

https://njsage.intelligrants.com/_Upload/2233312_1640133-CR538-2FranklinvilleRd.pdf

Note: All information must be clear and legible with street names labeled.

You may include photos with your application by uploading them here:

Does this project include a traffic signal? Yes No
If Yes, Please attach authorization to design or install if available.

Will the project meet AASHTO standards? Yes No

Project must adhere to ADA design and construction standards as per AASHTO.
If No, list Design Exceptions below

Local Aid Infrastructure Fund 2020
LAIF-2020-Resurfacing and Safety Improvement-00059
Roadway Data Sheet

Project Classification

Please check the one most applicable:

- Resurfacing
- Reconstruction
- Surface Treatment
- Drainage
- Widening
- New Roadway

Existing Road Conditions. Please enter minimum Widths. If not known enter Zero.

Note: If your application includes various locations use a weighted average value according to distance.

Current ADT: 4900
Truck Traffic over 5 Tons (%): 10
Legal Speed Limit (mph): 45
Right of Way Width (feet): 49.5
Is this Project located on a Commuter Bus Route? Yes No
Pavement Width (feet): 30
Shoulder Width (feet): 4

Curbing: One Side Both Sides Neither
Sidewalk: One Side Both Sides Neither
Existing Minimum Width (feet):

Parking Restrictions: There are no parking restrictions .

Are there any public facilities within 1/2 mile of the project limits? (e.g. Retail centers, school, worship place, library, fire station, etc.?)

Ferrell Fire House

If the project improves safety, please explain below

There will be upgrades to the guiderail, striping and pavement marking, and raised pavement markers installed. Additionally repairs to the roadway surface and improvements to the drainage along the roadway.

Proposed Improvements. Please enter minimum Widths. If not known enter Zero.

Right of Way Width (feet): 49.5
Pavement Width (feet): 30

Local Aid Infrastructure Fund 2020
LAIF-2020-Resurfacing and Safety Improvement-00059
Roadway Data Sheet

Shoulder Width (feet): 4

Curbing: () One Side (✓) Both Sides () Neither
Sidewalk: () One Side () Both Sides (✓) Neither
Proposed Minimum Width (feet):

Parking Restrictions: There are no parking restrictions proposed

Is there an existing bridge being replaced or repaired? () Yes (✓) No

If Yes, please return to the Main Menu and begin a new application with **Bridge Preservation** selected on the Type of Improvement page.

Local Aid Infrastructure Fund 2020
LAIF-2020-Resurfacing and Safety Improvement-00059
Total Estimated Cost of Improvement

Construction Cost: \$3,340,000.00

Please attach a Detailed Construction Cost Estimate
(Word, Excel, or PDF format please)

https://njsage.intelligrants.com/Upload/2233337_1640305-Engineer'sEstimate538FranklinvilleRoadSR45toSR77050420.xls

Design Engineering: \$0
(List only if eligible for Urban Aid or as a Depressed Rural Center)

Right-of-Way: \$0
(List only if eligible for Urban Aid or as a Depressed Rural Center)

Construction Inspection and Material Testing if requesting: \$501,000.00
(15% of the final allowable construction cost maximum)

Total Estimated Cost: \$3,841,000.00

Total Requested Amount \$3,841,000.00

If you have submitted or plan to submit other applications, please prioritize your applications by assigning them a priority rating. Use number 1 for the highest priority. If you only plan to submit this application, please enter 1 as the priority rating: 1

Local Aid Infrastructure Fund 2020
LAIF-2020-Resurfacing and Safety Improvement-00059
Applicant Information

Name of Grantee: Gloucester County

Organization Address
Gloucester County
2 South Broad Street
Woodbury, NJ 08096-4604
Phone: (856) 853-3390

Email Address: rdammniger@co.gloucester.nj.us

Federal Tax Identification Number: 216000660

Vendor Number: 216000660-00

Vendor Unit: GLOUCESTER CO

Vendor Unit Address
PO BOX 337
WOODBURY, NJ 08096

Application Initiation Date: 05/04/2020

Check here if the applicant information displayed below is *inaccurate*. Enter the updated information in the boxes provided.

Municipality applicants should update Mayor, Clerk and Municipal Engineer Information. County applicants should update County Executive/Freeholder Director, Clerk and County Engineer information.

Mayor Information

Update information here:

First Name:

Last Name:

County:

Municipality:

Address 1:

Address 2:

City:

State:

Zip:

Phone:

E-Mail:

Clerk Information

First Name: James

Last Name: Hogan

County: Gloucester

Local Aid Infrastructure Fund 2020
LAIF-2020-Resurfacing and Safety Improvement-00059

Applicant Information

Municipality: Woodbury
Address 1: 2 South Broad Street
Address 2: PO Box 337
City: Woodbury
State: NJ
Zip: 08096
Phone: 856-307-6600
E-Mail: jhogan@co.gloucester.nj.us

Municipal Engineer

First Name:
Last Name:
County:
Municipality:
Address 1:
Address 2:
City:
State:
Zip:
Phone:
E-Mail:

County Executive/Freeholder Director

First Name: Robert
Last Name: Damminger
County: Gloucester
Address 1: 2 South Broad Street
Address 2: PO Box 337
City: Woodbury
State: NJ
Zip: 08096
Phone: (856) 853-3276
E-Mail: rdamminger@co.gloucester.nj.us

County Engineer

First Name: Vincent
Last Name: Voltaggio
County: Gloucester
Address 1: 1200 North Delsea Drive
Address 2:
City: Clayton
State: NJ

Local Aid Infrastructure Fund 2020
LAIF-2020-Resurfacing and Safety Improvement-00059
Applicant Information

Zip: 08312
Phone: (856) 307-6600
E-Mail: wvtaggio@co.gloucester.nj.us

Local Aid Infrastructure Fund 2020
LAIF-2020-Resurfacing and Safety Improvement-00059
Signature Page

Title of presiding officer who will be signing this application/agreement: Freeholder Director

Please [Click here](#) download the attached Resolution/Agreement, complete, sign/seal and submit electronically *at the time of application*.

Failure to submit the resolution/agreement electronically through NJDOT SAGE will prohibit the NJDOT from considering your project for funding. Three (3) original copies of the resolution/agreement should be submitted to the Local Aid District Office within 30 days from your application submission date.

C-11

RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH NJ DEPARTMENT OF TRANSPORTATION REGARDING THE 2020 LOCAL AID INFRASTRUCTURE FUND ("LAIF"), IN AN AMOUNT NOT TO EXCEED \$3,795,000.00

WHEREAS, the Office of the County Engineer seeks to submit a grant application with the NJ Department of Transportation ("NJDOT") regarding the Local Aid Infrastructure Fund ("LAIF") Grant program, and to enter into an Agreement regarding said funding; and

WHEREAS, approval of the application, LAIF-2020-Rowan, Ellis Mill Road, US 322 C-00061, will provide the County with LAIF funds in an amount up to \$3,795,000.00, to be used for construction of the Rowan/Ellis Mill Road/Route US 322 Connector Road (CR 641 Spur), Phase II, in the Township of Harrison and Borough of Glassboro ("Project"); and

WHEREAS, the County Engineer's Office reviewed all data supplied in the application and in its attachments, and certifies to the Gloucester County Board of Chosen Freeholders that all data contained therein is true and correct, and that it has submitted the grant application to the County Treasurer's Office for review and the Treasurer approved said application.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the grant application with the NJDOT is hereby approved, for 2020 LAIF funding in an amount up to \$3,795,000.00 for the Project referenced hereinabove; and, that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, the grant Agreement and other documents necessary and proper to carry out the objectives of this Resolution; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that execution of the grant agreement by the County will constitute acceptance of LAIF funding and compliance with the terms and conditions of the Agreement, and that the County Engineering Department shall be responsible for implementation of the regulations of the granting authority.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

Local Aid Infrastructure Fund 2020
LAIF-2020-Rowan / Ellis Mill Road / US 322 C-00061

Type of Improvement: 1

Infrastructure	Purpose
<input type="checkbox"/> Bikeway	Primary project purpose is for constructing new bikeways (e.g. bike lanes, bike paths, bike compatible roadways).
<input type="checkbox"/> Bridge Preservation	Primary project purpose is for improving the condition of bridge infrastructure (e.g. new deck, rehabilitation, replacement).
<input type="checkbox"/> Mobility	Primary project purpose is to enhance mobility and reduce congestion (e.g. adding lanes, park & ride, signal optimization).
<input type="checkbox"/> Pedestrian Safety	Primary project purpose is to enhance pedestrian safety (e.g. new sidewalks, new crosswalks, traffic calming, pedestrian overpass).
<input type="checkbox"/> Quality of Life	Primary project purpose is for beautification, environmental mitigation, economic development or historic preservation.
<input checked="" type="checkbox"/> Roadway Preservation	Primary project purpose is for improving the condition of roadway infrastructure (e.g. resurfacing, reconstruction, drainage).
<input type="checkbox"/> Roadway Safety	Primary project purpose is to enhance vehicular safety (e.g. guide rail, signing, warning devices, striping).

Local Aid Infrastructure Fund 2020

LAIIF-2020-Rowan / Ellis Mill Road / US 322 C-00061

Project Name: Rowan / Ellis Mill Road / US 322 Connector Road (CR 641 Spur)

Phase II

Note: If you have multiple locations for the same type of improvement and scope of work, you may enter "various" for the project limits, [download the excel spreadsheet here](#), fill it out and attach it below.

Project Title:

Rowan / Ellis Mill Road / US 322 Connector Road (CR 641 Spur) Phase II

From:

US Route 322

To:

Ellis Mill Road County Route 641

Project Distance (Miles): 1

Local Aid Infrastructure Fund 2020
LAIF-2020-Rowan / Ellis Mill Road / US 322 C-00061

Project Location

County to filter by:

Gloucester County

Municipalities:

Glassboro Borough
Harrison Township

Local Aid Infrastructure Fund 2020
LAIF-2020-Rowan / Ellis Mill Road / US 322 C-00061
Scope Of Work

This project is phase II of the CR 641 Spur Road Connector. This projects provides for enhanced access to the new Inspira Hospital and connects Route 322 to Ellis Mill.

Location Map - 8.5 x 11 only - showing project limits

https://njsage.intelligrants.com/_Upload/2233497_1640133-CR641PhaseII.pdf

Note: All information must be clear and legible with street names labeled.

You may include photos with your application by uploading them here:

Does this project include a traffic signal? Yes No
If Yes, Please attach authorization to design or install if available.

https://njsage.intelligrants.com/_Upload/2233497_1640136-EngineersDesignCertPhaseII.pdf

Will the project meet AASHTO standards? Yes No

Project must adhere to ADA design and construction standards as per AASHTO.
If No, list Design Exceptions below

Local Aid Infrastructure Fund 2020
LAIF-2020-Rowan / Ellis Mill Road / US 322 C-00061
Roadway Data Sheet

Project Classification

Please check the one most applicable:

- Resurfacing
- Reconstruction
- Surface Treatment
- Drainage
- Widening
- New Roadway

Existing Road Conditions. Please enter minimum Widths. If not known enter Zero.

Note: If your application includes various locations use a weighted average value according to distance.

Current ADT: 2500
Truck Traffic over 5 Tons (%): 10
Legal Speed Limit (mph): 40
Right of Way Width (feet): 100
Is this Project located on a Commuter Bus Route? Yes No
Pavement Width (feet): 44
Shoulder Width (feet): 8

Curbing: One Side Both Sides Neither
Sidewalk: One Side Both Sides Neither
Existing Minimum Width (feet):

Parking Restrictions: none

Are there any public facilities within 1/2 mile of the project limits? (e.g. Retail centers, school, worship place, library, fire station, etc.?)

Inspira Hospital , Rowan University, 1st Calvery Church

If the project improves safety, please explain below

This project will enhance safety by providing for the ease of access to the new hospital and enhance access to Rowan University.

Proposed Improvements. Please enter minimum Widths. If not known enter Zero.

Right of Way Width (feet): 100
Pavement Width (feet): 44

Local Aid Infrastructure Fund 2020
LAIF-2020-Rowan / Ellis Mill Road / US 322 C-00061
Roadway Data Sheet

Shoulder Width (feet): 8

Curbing: One Side Both Sides Neither
Sidewalk: One Side Both Sides Neither
Proposed Minimum Width (feet):

Parking Restrictions: none

Is there an existing bridge being replaced or repaired? Yes No

If Yes, please return to the Main Menu and begin a new application with **Bridge Preservation** selected on the Type of Improvement page.

Local Aid Infrastructure Fund 2020
LAIF-2020-Rowan / Ellis Mill Road / US 322 C-00061
Total Estimated Cost of Improvement

Construction Cost: \$3,300,000.00

Please attach a Detailed Construction Cost Estimate
(Word, Excel, or PDF format please)

https://nisage.intelligrants.com/Upload/2233501_1640305-EngineersEstimatePhaseII.pdf

Design Engineering: \$0
(List only if eligible for Urban Aid or as a Depressed Rural Center)

Right-of-Way: \$0
(List only if eligible for Urban Aid or as a Depressed Rural Center)

Construction Inspection and Material Testing if requesting: \$495,000.00
(15% of the final allowable construction cost maximum)

Total Estimated Cost: \$3,795,000.00

Total Requested Amount \$3,795,000.00

If you have submitted or plan to submit other applications, please prioritize your applications by assigning them a priority rating. Use number 1 for the highest priority. If you only plan to submit this application, please enter 1 as the priority rating: 2

Applicant Information

Name of Grantee: Gloucester County

Organization Address

Gloucester County
2 South Broad Street
Woodbury, NJ 08096-4604
Phone: (856) 853-3390

Email Address: rdammniger@co.gloucester.nj.us

Federal Tax Identification Number: 216000660

Vendor Number: 216000660-00

Vendor Unit: GLOUCESTER CO

Vendor Unit Address

Application Initiation Date: 05/04/2020

Check here if the applicant information displayed below is *inaccurate*. Enter the updated information in the boxes provided.

Municipality applicants should update Mayor, Clerk and Municipal Engineer Information. County applicants should update County Executive/Freeholder Director, Clerk and County Engineer information.

Mayor Information

Update information here:

First Name:
Last Name:
County:
Municipality:
Address 1:
Address 2:
City:
State:
Zip:
Phone:
E-Mail:

Clerk Information

First Name: James
Last Name: Hogan
County: Gloucester
Municipality: Woodbury

Local Aid Infrastructure Fund 2020
LAIF-2020-Rowan / Ellis Mill Road / US 322 C-00061
Applicant Information

Address 1: 2 South Broad Street
Address 2: PO Box 337
City: Woodbury
State: NJ
Zip: 08096
Phone: 856-307-6600
E-Mail: jhogan@co.gloucester.nj.us

Municipal Engineer

First Name:
Last Name:
County:
Municipality:
Address 1:
Address 2:
City:
State:
Zip:
Phone:
E-Mail:

County Executive/Freeholder Director

First Name: Robert
Last Name: Damminger
County: Gloucester
Address 1: 2 South Broad Street
Address 2: PO Box 337
City: Woodbury
State: NJ
Zip: 08096
Phone: (856) 853-3276
E-Mail: rdamminger@co.gloucester.nj.us

County Engineer

First Name: Vincent
Last Name: Voltaggio
County: Gloucester
Address 1: 1200 North Deisea Drive
Address 2:
City: Clayton
State: NJ
Zip: 08312

Local Aid Infrastructure Fund 2020
LAIF-2020-Rowan / Ellis Mill Road / US 322 C-00061
Applicant Information

Phone: (856) 307-6600
E-Mail: voltaggio@co.gloucester.nj.us

Local Aid Infrastructure Fund 2020
LAIF-2020-Rowan / Ellis Mill Road / US 322 C-00061
Signature Page

Title of presiding officer who will be signing this application/agreement: Freeholder Director

Please [Click here](#) download the attached Resolution/Agreement, complete, sign/seal and submit electronically *at the time of application*.

Failure to submit the resolution/agreement electronically through NJDOT SAGE will prohibit the NJDOT from considering your project for funding. Three (3) original copies of the resolution/agreement should be submitted to the Local Aid District Office within 30 days from your application submission date.

C-12

**RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT
WITH NJ DEPARTMENT OF TRANSPORTATION REGARDING THE
2020 LOCAL AID INFRASTRUCTURE FUND ("LAIF"), IN AN
AMOUNT NOT TO EXCEED \$500,000.00**

WHEREAS, the Office of the County Engineer seeks to submit a grant application with the NJ Department of Transportation ("NJDOT") regarding the Local Aid Infrastructure Fund ("LAIF") Grant program, and to enter into an Agreement regarding said funding; and

WHEREAS, approval of grant application, LAIF-2020-Reconstruction of Bridge 8-F-2, A1-00060, will provide the County with LAIF funds in an amount up to \$500,000.00, to be used for reconstruction of Bridge 8-F-2, Commissioners Road (CR 581), over Oldmans Creek in South Harrison Township ("Project"); and

WHEREAS, the County Engineer's Office reviewed all data supplied in the application and in its attachments, and certifies to the Gloucester County Board of Chosen Freeholders that all data contained therein is true and correct, and that it has submitted the grant application to the County Treasurer's Office for review and the Treasurer has approved said application.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the grant application with NJDOT is hereby approved, for 2020 LAIF funding in an amount up to \$500,000.00 for the Project referenced hereinabove; and, that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, the grant Agreement and other documents necessary and proper to carry out the objectives of this Resolution; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that execution of the grant Agreement by the County will constitute acceptance of the funding, and compliance with the terms and conditions of the Agreement, and that the County Engineering Department shall be responsible for implementation of the regulations of the granting authority.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

Type of Improvement: 1

Infrastructure	Purpose
() Bikeway	Primary project purpose is for constructing new bikeways (e.g. bike lanes, bike paths, bike compatible roadways).
(✓) Bridge Preservation	Primary project purpose is for improving the condition of bridge infrastructure (e.g. new deck, rehabilitation, replacement).
() Mobility	Primary project purpose is to enhance mobility and reduce congestion (e.g. adding lanes, park & ride, signal optimization).
() Pedestrian Safety	Primary project purpose is to enhance pedestrian safety (e.g. new sidewalks, new crosswalks, traffic calming, pedestrian overpass).
() Quality of Life	Primary project purpose is for beautification, environmental mitigation, economic development or historic preservation.
() Roadway Preservation	Primary project purpose is for improving the condition of roadway infrastructure (e.g. resurfacing, reconstruction, drainage).
() Roadway Safety	Primary project purpose is to enhance vehicular safety (e.g. guide rail, signing, warning devices, striping).

Local Aid Infrastructure Fund 2020

LAIIF-2020-Reconstruction of Bridge 8-F-2, AI-00060

Project Name: Reconstruction of Bridge 8-F-2, Algonkin Lake Bridge & Dam

Note: If you have multiple locations for the same type of improvement and scope of work, you may enter "various" for the project limits, [download the excel spreadsheet here](#), fill it out and attach it below.

Project Title:

Reconstruction of Bridge 8-F-2, Algonkin Lake Bridge & Dam

From:

At Algonkin Lake

To:

At Algonkin Lake

Project Distance (Miles): 0.1

Local Aid Infrastructure Fund 2020
LAIF-2020-Reconstruction of Bridge 8-F-2, A1-00060
Project Location

County to filter by:

Gloucester County

Municipalities:

South Harrison Township

Local Aid Infrastructure Fund 2020
LAIF-2020-Reconstruction of Bridge 8-F-2, AI-00060
Scope Of Work

We are requesting funding for the final engineering design and permitting of the bridge replacement and the removal of the attached dam. local concept development and preliminary engineering have been completed.

Location Map - 8.5 x 11 only - showing project limits

https://njsage.intelligrants.com/_Upload/2233374_1640133-8-F-2AlgonkinBridge.pdf

Note: All information must be clear and legible with street names labeled.

You may include photos with your application by uploading them here:

Does this project include a traffic signal? Yes No
If Yes, Please attach authorization to design or install if available.

Will the project meet AASHTO standards? Yes No

Project must adhere to ADA design and construction standards as per AASHTO.
If No, list Design Exceptions below

Local Aid Infrastructure Fund 2020
LAIF-2020-Reconstruction of Bridge 8-F-2, A1-00060
Total Estimated Cost of Improvement

Construction Cost: \$3,500,000.00

Please attach a Detailed Construction Cost Estimate
(Word, Excel, or PDF format please)

Design Engineering: \$500,000.00
(List only if eligible for Urban Aid or as a Depressed Rural Center)

Right-of-Way: \$0
(List only if eligible for Urban Aid or as a Depressed Rural Center)

Construction Inspection and Material Testing if requesting: \$0
(15% of the final allowable construction cost maximum)

Total Estimated Cost: \$4,000,000.00

Total Requested Amount \$500,000.00

If you have submitted or plan to submit other applications, please prioritize your applications by assigning them a priority rating. Use number 1 for the highest priority. If you only plan to submit this application, please enter 1 as the priority rating: 3

Local Aid Infrastructure Fund 2020
LAIF-2020-Reconstruction of Bridge 8-F-2, A1-00060
Bridge Project Data Sheet

If the project serves a public facility please list these facilities and how they are served

The County line bridge, 8-F-2, Commissioners Road (CR581) over Oldmans Creek - a tributary to Delaware River, is a single span, reinforced concrete arch culvert with fill. The Bridge was constructed in 1912, and based on the Bridge Re-Evaluation Survey Report – Special Inspection, dated August 03, 2016, the bridge is in need of replacement. The bridge is Structurally Deficient due to the poor conditions of the culvert and is Functionally Obsolete due to the substandard deck geometry. The bridge has a low Sufficiency Rating (SR) of 46.3 out of 100 based on the NJDOT Structure Inventory and Appraisal (SI&A) sheet. This SR represents a poor overall rating of the existing culvert performance based on factors derived from over twenty inspection data fields, such as structural evaluations, functional obsolescence and its essentiality to the public.

If the project improves safety, please explain below

The County Line Bridge, 8-F-2, over Oldman's Creek is Structurally Deficient due to the poor condition of the culvert and Functionally Obsolete due to the substandard deck geometry, which has a rating of 3 (serious condition). The structure has failed all highway safety rating components including substandard bridge railing and transition, approach guide rails and terminals, and absence of shoulders, curbs and sidewalks.

Applicant Information

Name of Grantee: Gloucester County

Organization Address

Gloucester County
2 South Broad Street
Woodbury, NJ 08096-4604
Phone: (856) 853-3390

Email Address: rdammniger@co.gloucester.nj.us

Federal Tax Identification Number: 216000660

Vendor Number: 216000660-00

Vendor Unit:

Vendor Unit Address

Application Initiation Date: 05/04/2020

Check here if the applicant information displayed below is *inaccurate*. Enter the updated information in the boxes provided.

Municipality applicants should update Mayor, Clerk and Municipal Engineer Information. County applicants should update County Executive/Freeholder Director, Clerk and County Engineer information.

Mayor Information

Update information here:

First Name:

Last Name:

County:

Municipality:

Address 1:

Address 2:

City:

State:

Zip:

Phone:

E-Mail:

Clerk Information

First Name:

James

Last Name:

Hogan

County:

Gloucester

Municipality:

Woodbury

Applicant Information

Address 1: 2 South Broad Street
Address 2: PO Box 337
City: Woodbury
State: NJ
Zip: 08096
Phone: 856-307-6600
E-Mail: jhogan@co.gloucester.nj.us

Municipal Engineer

First Name:
Last Name:
County:
Municipality:
Address 1:
Address 2:
City:
State:
Zip:
Phone:
E-Mail:

County Executive/Freeholder Director

First Name: Robert
Last Name: Damminger
County: Gloucester
Address 1: 2 South Broad Street
Address 2: PO Box 337
City: Woodbury
State: NJ
Zip: 08096
Phone: (856) 853-3276
E-Mail: rdamminger@co.gloucester.nj.us

County Engineer

First Name: Vincent
Last Name: Voltaggio
County: Gloucester
Address 1: 1200 North Delsea Drive
Address 2:
City: Clayton
State: NJ
Zip: 08312

Local Aid Infrastructure Fund 2020
LAIF-2020-Reconstruction of Bridge 8-F-2, A1-00060

Applicant Information

Phone: (856) 307-6600
E-Mail: vvoltaggio@co.gloucester.nj.us

Local Aid Infrastructure Fund 2020
LAIF-2020-Reconstruction of Bridge 8-F-2, A1-00060
Signature Page

Title of presiding officer who will be signing this application/agreement: Freeholder Director

Please [Click here](#) download the attached Resolution/Agreement, complete, sign/seal and submit electronically *at the time of application*.

Failure to submit the resolution/agreement electronically through NJDOT SAGE will prohibit the NJDOT from considering your project for funding. Three (3) original copies of the resolution/agreement should be submitted to the Local Aid District Office within 30 days from your application submission date.

**RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT
WITH NJ DEPARTMENT OF TRANSPORTATION REGARDING THE
2020 LOCAL AID INFRASTRUCTURE FUND ("LAIF"), IN AN
AMOUNT NOT TO EXCEED \$1,702,000.00**

WHEREAS, the Office of the County Engineer seeks to submit a grant application with the NJ Department of Transportation ("NJDOT") regarding the Local Aid Infrastructure Fund ("LAIF") Grant program, and to enter into an Agreement regarding said funding; and

WHEREAS, approval of the application, LAIF-2020-Roundabout at Salina Road (CR 715) a-00062, will provide the County with LAIF funds in an amount up to \$3,841,000.00, to be used for construction of the Salina Road (CR 715) college extension roundabout.

WHEREAS, the County Engineer's Office reviewed all data supplied in the application and in its attachments, and certifies to the Gloucester County Board of Chosen Freeholders that all data contained therein is true and correct, and that it has submitted the grant application to the County Treasurer's Office for review and the Treasurer has approved said application.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the grant application with the NJDOT is hereby approved, for LAIF funding in an amount up to \$1,702,000.00 for the Project referenced hereinabove; and, that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, the grant Agreement and other documents necessary and proper to carry out the objectives of this Resolution; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that execution of the grant agreement by the County will constitute acceptance of the funding, and compliance with the terms and conditions of the Agreement, and that the County Engineering Department shall be responsible for implementation of the regulations of the granting authority.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

Type of Improvement: 1

Infrastructure	Purpose
() Bikeway	Primary project purpose is for constructing new bikeways (e.g. bike lanes, bike paths, bike compatible roadways).
() Bridge Preservation	Primary project purpose is for improving the condition of bridge infrastructure (e.g. new deck, rehabilitation, replacement).
() Mobility	Primary project purpose is to enhance mobility and reduce congestion (e.g. adding lanes, park & ride, signal optimization).
() Pedestrian Safety	Primary project purpose is to enhance pedestrian safety (e.g. new sidewalks, new crosswalks, traffic calming, pedestrian overpass).
() Quality of Life	Primary project purpose is for beautification, environmental mitigation, economic development or historic preservation.
(✓) Roadway Preservation	Primary project purpose is for improving the condition of roadway infrastructure (e.g. resurfacing, reconstruction, drainage).
() Roadway Safety	Primary project purpose is to enhance vehicular safety (e.g. guide rail, signing, warning devices, striping).

Project Name: Roundabout at Salina Road (CR715) and Rowan College Extension
in the Township of Deptford

Note: If you have multiple locations for the same type of improvement and scope of work, you may enter "various" for the project limits, [download the excel spreadsheet here](#), fill it out and attach it below.

Project Title:

Roundabout at Salina Road (CR715) and Rowan College Extension in the Township of Deptford

From:

Salina Road

To:

RCSJ Access Road

Project Distance (Miles): 0.3

Project Location

County to filter by:

Municipalities:

Gloucester County

Deptford Township

Local Aid Infrastructure Fund 2020
LAIF-2020-Roundabout at Salina Road (CR715)a-00062
Scope Of Work

Installation of a Roundabout on Salina Road and the construction of an access roadway to the Rowan College of South Jersey Campus.

Location Map - 8.5 x 11 only - showing project limits

https://njsage.intelligrants.com/_Upload/2233600_1640133-CR715SalinaRA.pdf

Note: All information must be clear and legible with street names labeled.

You may include photos with your application by uploading them here:

Does this project include a traffic signal? Yes No
If Yes, Please attach authorization to design or install if available.

Will the project meet AASHTO standards? Yes No

Project must adhere to ADA design and construction standards as per AASHTO.
If No, list Design Exceptions below

Project Classification

Please check the one most applicable:

- Resurfacing
- Reconstruction
- Surface Treatment
- Drainage
- Widening
- New Roadway

Existing Road Conditions. Please enter minimum Widths. If not known enter Zero.

Note: If your application includes various locations use a weighted average value according to distance.

Current ADT: 1000
Truck Traffic over 5 Tons (%): 0
Legal Speed Limit (mph): 25
Right of Way Width (feet): 49.5
Is this Project located on a Commuter Bus Route? Yes No
Pavement Width (feet): 30
Shoulder Width (feet): 4

Curbing: One Side Both Sides Neither
Sidewalk: One Side Both Sides Neither
Existing Minimum Width (feet):

Parking Restrictions: None

Are there any public facilities within 1/2 mile of the project limits? (e.g. Retail centers, school, worship place, library, fire station, etc.?)

Rowan College of South Jersey, Gloucester County Institute of Technology, Gloucester County Special Services School, Mantua Township Fire Department, Monongahela School, Bankbridge Regional School, & Sewell School

If the project improves safety, please explain below

Project will calm traffic on Salina Road and provide for a safer access to the RCSJ, GCIT & Gloucester County Special Services School.

Proposed Improvements. Please enter minimum Widths. If not known enter Zero.

Local Aid Infrastructure Fund 2020
LAIF-2020-Roundabout at Salina Road (CR715)a-00062
Roadway Data Sheet

Right of Way Width (feet): 40
Pavement Width (feet): 30
Shoulder Width (feet): 4

Curbing: One Side Both Sides Neither
Sidewalk: One Side Both Sides Neither
Proposed Minimum Width (feet):

Parking Restrictions: None

Is there an existing bridge being replaced or repaired? Yes No

If Yes, please return to the Main Menu and begin a new application with **Bridge Preservation** selected on the Type of Improvement page.

Local Aid Infrastructure Fund 2020
LAIF-2020-Roundabout at Salina Road (CR715)a-00062
Total Estimated Cost of Improvement

Construction Cost: \$1,480,000.00

Please attach a Detailed Construction Cost Estimate
(Word, Excel, or PDF format please)

[https://njsage.intelligrants.com/ Upload/2233603_1640305-18-12Engineer'sEstimate\(preliminary\)050420.xls](https://njsage.intelligrants.com/Upload/2233603_1640305-18-12Engineer'sEstimate(preliminary)050420.xls)

Design Engineering: \$0
(List only if eligible for Urban Aid or as a Depressed Rural Center)

Right-of-Way: \$0
(List only if eligible for Urban Aid or as a Depressed Rural Center)

Construction Inspection and Material Testing if requesting: \$222,000.00
(15% of the final allowable construction cost maximum)

Total Estimated Cost: \$1,702,000.00

Total Requested Amount \$1,702,000.00

If you have submitted or plan to submit other applications, please prioritize your applications by assigning them a priority rating. Use number 1 for the highest priority. If you only plan to submit this application, please enter 1 as the priority rating: 4

Applicant Information

Name of Grantee: Gloucester County

Organization Address

Gloucester County
2 South Broad Street
Woodbury, NJ 08096-4604
Phone: (856) 853-3390

Email Address: rdammniger@co.gloucester.nj.us

Federal Tax Identification Number: 216000660

Vendor Number: 216000660-00

Vendor Unit:

Vendor Unit Address

Application Initiation Date: 05/04/2020

Check here if the applicant information displayed below is *inaccurate*. Enter the updated information in the boxes provided.

Municipality applicants should update Mayor, Clerk and Municipal Engineer Information. County applicants should update County Executive/Freeholder Director, Clerk and County Engineer information.

Mayor Information

Update information here:

First Name:

Last Name:

County:

Municipality:

Address 1:

Address 2:

City:

State:

Zip:

Phone:

E-Mail:

Clerk Information

First Name:

James

Last Name:

Hogan

County:

Gloucester

Municipality:

Woodbury

Applicant Information

Address 1: 2 South Broad Street
Address 2: PO Box 337
City: Woodbury
State: NJ
Zip: 08096
Phone: 856-307-6600
E-Mail: jhogan@co.gloucester.nj.us

Municipal Engineer

First Name:
Last Name:
County:
Municipality:
Address 1:
Address 2:
City:
State:
Zip:
Phone:
E-Mail:

County Executive/Freeholder Director

First Name: Robert
Last Name: Damminger
County: Gloucester
Address 1: 2 South Broad Street
Address 2: PO Box 337
City: Woodbury
State: NJ
Zip: 08096
Phone: (856) 853-3276
E-Mail: rdamminger@co.gloucester.nj.us

County Engineer

First Name: Vincent
Last Name: Voltaggio
County: Gloucester
Address 1: 1200 North Delsea Drive
Address 2:
City: Clayton
State: NJ
Zip: 08312

Local Aid Infrastructure Fund 2020
LAIF-2020-Roundabout at Salina Road (CR715)a-00062

Applicant Information

Phone: (856) 307-6600
E-Mail: vvoltaggio@co.gloucester.nj.us

Local Aid Infrastructure Fund 2020
LAIF-2020-Roundabout at Salina Road (CR715) a-00062
Signature Page

Title of presiding officer who will be signing this application/agreement: Freeholder Director

Please [Click here](#) download the attached Resolution/Agreement, complete, sign/seal and submit electronically *at the time of application*.

Failure to submit the resolution/agreement electronically through NJDOT SAGE will prohibit the NJDOT from considering your project for funding. Three (3) original copies of the resolution/agreement should be submitted to the Local Aid District Office within 30 days from your application submission date.

RESOLUTION AUTHORIZING AWARD OF CONTRACT WITH PROPHOENIX CORPORATION, FOR \$20,000.00

WHEREAS, the County has a need to contract for the purchase of for the purchase of a Citizen Services Module for the Phoenix Public Safety Solution Software Suite replacing the current Frontline Software; and

WHEREAS, Citizen Services Web Program is a module in ProPhoenix which allows residents to self-report minor thefts, overnight parking, obtain accident/police reports without going to the police department, obtain crime statistics and crime maps, request house checks when vacationing, report public works issues and allows police departments to post newsletters and during the current pandemic they can self-report positive Covid-19 positives; and

WHEREAS, the Gloucester County Department of Emergency Response has recommended that said services be provided by ProPhoenix Corporation, 502 Pleasant Valley Avenue, Suite 1, Moorestown, New Jersey 08057; and

WHEREAS, the contract is for a total amount of \$20,000.00; and

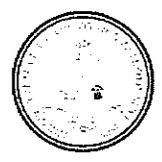
WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$20,000.00, pursuant to C.A.F. #20-03074, which shall be charged against budget line item G-02-20-181-000-20699; and

WHEREAS, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to computer systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of contract with ProPhoenix Corporation for the purchase of the Citizen Services Module for the Phoenix Public Safety Solution Suite, for \$20,000.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 13, 2020, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

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

THIS CONTRACT is made effective the 13th day of May, 2020, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **PROPHOENIX CORPORATION**, with a mailing address of 502 Pleasant Valley Avenue, Suite 1, Moorestown, New Jersey 08057, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County has a need to contract for the purchase of a Citizen Services Module for the Phoenix Public Safety Solution Software Suite replacing the current Frontline Software; and

WHEREAS, the supplies and services related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing computer systems in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, Vendor represents that it is qualified to perform said services and desires to 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 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 within a reasonable period of time.
2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$20,000.00, as per Vendor's Proposal #20-000088, dated March 31, 2020.

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.

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 Vendor shall be considered a release in full of claims against the County arising out of, or by reason, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in Vendor's Proposal #20-000088, dated March 31, 2020, attached hereto as Attachment A, which is incorporated in its entirety and made a part of this contract. 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 any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

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, sex, veteran status or military service. 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, 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 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, sex, veteran status or military service.

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. 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.

B. 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.

C. 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.

D. 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.

E. 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, and 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 personal injury, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. 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. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor 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 Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor 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.

10. **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 carriers 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.

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.

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

12. **NON-WAIVER.** The failure by either party to enforce any particular provision of this Contract, or to act upon a breach of this Contract, the other party 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 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.

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. **COMPLIANCE WITH APPLICABLE LAW.** Vendor 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 any other entity having jurisdiction pertaining to the performance of Vendor's services.

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

18. **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.

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

20. **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.

21. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of the County and Vendor's Proposal (Proposal #20-000088, Dated March 31, 2020), attached hereto as Attachment A. If there is a conflict between this Contract and the specification or the Vendor's response, then this Contract and the Specifications shall control.

THIS CONTRACT is effective as of the 13th day of May, 2020.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part 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:

PROPHOENIX CORPORATION

**NAME:
TITLE:**

ATTACHMENT A

PARTIAL SCHEDULE OF RELEVANT STATUTES

N.J.S.A. 19:44A-20.26 Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. 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. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

“business entity” means a 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; and

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.



Next Generation Public Safety Software

ProPhoenix Corporation

502 Pleasant Valley Ave, Moorestown, NJ 08057
Phone: 609-953-6850
Fax: 609-953-5311
Web: www.prophoenix.com

Proposal For: Citizen Services WEB Program

Gloucester County Emergency Services

Attention: Deputy Chief Jay Jones
1200 N Delsea Drive
Clayton, NJ 08312
Phone# 856-307-7100

Proposal# 20-000088
Date: 03/31/2020
Valid Until: 06/30/2020

Submitted By:
Reit, Jeff
Phone# 609-953-6850 x251
E-Mail: jeff@prophoenix.com

Dear Deputy Chief Jay Jones,

On behalf of ProPhoenix Corporation, we are pleased to present this proposal for various components of the Phoenix Public Safety Solution Suite. The attached proposal details the required software modules and associated support services in order to successfully implement the proposed solution.

Phoenix represents a major "paradigm shift" in the value provided to Public Safety agencies throughout the United States. There are several differentiating benefits realized by an agency when implementing Phoenix Software. Highlights include;

- Deep horizontal and vertical integration throughout the entire software suite
Integration of 3rd party tools which are transparent to the end user
A complete, end-to-end, Public Safety lifecycle suite deployable throughout the entire agency
Complete design, development, deployment, and maintenance conducted by ProPhoenix personnel
Fiscal responsibility for both the initial procurement as well as ongoing sustainability
An "all-inclusive" module philosophy within the major application offerings, e.g., CAD, RMS, Mobile, Fire, Corrections
Continual incorporation of the latest in tools and technology to stay ahead of the technology curve
Business Intelligence (BI) capabilities providing "actionable insight" for enhancing decision making in support of Intelligence Led Policing (ILP) initiatives
Adherence to National information sharing standards, e.g. National Information Exchange Model (NIEM) based of Global Justice Extensible Mark-up Language (GJXML)

The Phoenix Public Safety Software Suite embraces our "3" design philosophy of "integrated, intuitive, innovative". By implementing these tenets, our goal is to maximize an agency's effectiveness and optimize its efficiency through the use of our software.

Please have an authorized officer sign below and return a copy to me. Upon execution by both parties, this proposal and its terms and conditions will become a binding agreement.

Acceptance:

By: Gloucester County Emergency Services

ProPhoenix Corporation

J.P. Butts 4/8/2020
Signature Date

Signature Date

J.T. Butts EMER. RESPONSE COORD
Print Name Title

Print Name Title

ProPhoenix Corporation ("Company") proposal contains information and data, which are privileged, confidential and/or proprietary to the Company. This information and data is commercially sensitive and/or financial in nature and is not made available for public review.



Total Solution Cost:

Final Proposal Amount	\$20,000.00
Annual Support and Maintenance	\$12,000.00

Cost Summary:

*A.S.M: Annual Support & Maintenance

Category	Total Price	A.S.M
ProPhoenix Items		
Citizen Services	20,000.00	12,000.00
ProPhoenix Items total:	20,000.00	12,000.00
Proposal total	20,000.00	12,000.00

Customer Signature

Date

Item Details:

Item Name	Qty
Citizen Services	
CIT-SETUP-MJ Citizen Services - Initiation and Setup - Multi Juris Agency	1
CIT-SUP Citizen Services (Crime View) - Annual Subscription	1



Citizen Services Program is being provided at no immediate cost to the Customer for a 3 month emergency period from date of proposal approval.

After this 3 month period customer may continue with the Program at the prices shown in this proposal, or stop the service at no cost.

Terms & Conditions

Citizen Services

Citizen Services - Initiation and Setup - Multi Juris Agency

Citizen Services is a subscription service hosted by ProPhoenix Corp. The minimum term is 1 year which is renewed annually unless cancelled in writing 60 days prior to expiration. {agencyname}.prophoenix.com will be established and hosted by the Company. Citizen Services allows the public to access the website to perform various online reporting functions. Each identified agency will have its own site.

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.

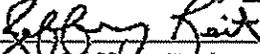
Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that the contract is awarded,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

Signed: 

Print Name: Jeffrey Reit

Title: Executive Vice President

Date: 02/20/2020

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

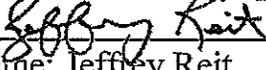
If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date 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.

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: ProPhoenix Corporation

Signed: 

Title: Executive Vice President

Print Name: Jeffrey Reit

Date: 02/20/2020

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.

RESOLUTION AUTHORIZING A CONTRACT INCREASE WITH MOTOROLA SOLUTIONS, INC., THROUGH STATE CONTRACT #A83909, FROM FEBRUARY 2, 2020 TO FEBRUARY 1, 2021

WHEREAS, the County of Gloucester Emergency Response Center, dispatches first responders in time of need through a two-way radio system, which system's infrastructure is made up of base stations, comparators, and receivers; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on February 19, 2020 authorizing the award of contract to Motorola Solutions, Inc., under State Contract #A83909, in an amount not to exceed \$400,000.00, from February 2, 2020 to February 1, 2021; and

WHEREAS, the County has determined an increase is necessary to complete the software upgrade for radio communications and to upgrade equipment and accessories for the County; and

WHEREAS, the amendment is to increase the total contract amount by \$481,924.10 resulting in a new contract amount, for an amount not to exceed \$881,924.10; and

WHEREAS, notwithstanding the status of this Contract as open-ended, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$481,924.10, pursuant to C.A.F. #20-03074, which amount shall be charged against budget line item G-02-20-181-000-20699; and

WHEREAS, all other terms and provisions of the previously awarded contract, with the exception of the total contract amount, shall remain in full force and effect; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the State Contract, without the need for public bidding.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to increase the contract with Motorola Solutions, Inc. awarded through State Contract #A83909 by \$481,924.10, resulting in a new contract amount, in an amount not to exceed \$881,924.10, from February 2, 2020 to February 1, 2021.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, May 13, 2020 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. 20-03089

ORDER DATE: 04/15/20
 REQUISITION NO: R0-16509
 DELIVERY DATE:
 STATE CONTRACT: 83909
 ACCOUNT NUM:

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

VENDOR #: MOTOR020

VENDOR
 MOTOROLA SOLUTIONS, INC
 GOVERNMENT MARKETS
 PO BOX 44440
 BRICK, NJ 08723

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	SUAVI (SOFTWARE UPGRADE AGREEMENT) FOR RADIO COMMUNICATIONS EQUIPMENT AND ACCESSORIES THE YEAR 2020. CONTRACT NUMBER: USC00036043 JANUARY 1, 2020 - DECEMBER 31, 2020 CUSTOMER ACCOUNT: 1035973173	C-04-20-023-250-23215 Radio System Improvements	481,924.1000	481,924.10
			TOTAL	481,924.10

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	TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO.	DATE	<i>[Signature]</i>
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	DEPARTMENT HEAD	DATE
		QUALIFIED PURCHASING AGENT

VOUCHER COPY SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING APPROVAL OF NON-MATCHABLE SYSTEM PAYMENTS REQUIRED TO BE MADE TO THE STATE OF NEW JERSEY IN ACCORDANCE WITH N.J.S.A. 30:1-12 AND N.J.A.C. 10:8-1.1 FOR AN AMOUNT NOT TO EXCEED \$350,000.00 FROM JUNE 1, 2020 TO MAY 31, 2021

WHEREAS, the Gloucester County Division of Social Services through the County of Gloucester is required each year to make payments for “Non-Matchable System Payments” in accordance with N.J.S.A. 30:1-12 and N.J.A.C. 10:8-1.1; and

WHEREAS, the County is responsible for paying its share of administrative expenses for various State data processing and computer operational systems related to the numerous programs administered by the Division of Social Services, as well as fees for various Federal and State recovery collection services; and

WHEREAS, the State submits bills to the County Division of Social Services at various times during the year, and it is not possible to anticipate the exact amounts of these bills; therefore, the fees are being set in accordance with estimates based on last year’s payments, for an amount not to exceed \$350,000.00 from June 1, 2020 to May 31, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board to attest to, approval for payment of “Non-Matchable System Payments” to the State of New Jersey in accordance with N.J.S.A. 30:1-12 and N.J.A.C. 10:8-1.1 for an amount not to exceed \$350,000.00 from June 1, 2020 to May 31, 2021.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 13, 2020 at Woodbury New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF FUNDS
TO THE NEW JERSEY DEPARTMENT OF HEALTH FOR THE RIGHT TO
KNOW GRANT FOR AN AMOUNT NOT TO EXCEED \$10,798.00
FROM JULY 1, 2020 TO JUNE 30, 2021**

WHEREAS, the New Jersey Department of Health (“NJDOH”) has made grant funds available to New Jersey counties to develop and implement a County Right to Know Program, which establishes a program for the disclosure of information about hazardous substances in the workplace and community, pursuant to the Worker and Community Right to Know Act, N.J.S.A. 34:5A-1 et seq.; and

WHEREAS, the grant application is for the funding cycle from July 1, 2020 to June 30, 2021, for an amount not to exceed \$10,798.00; and

WHEREAS, the County’s Department of Health and Human Services reviewed all data supplied in the application and in its attachments and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct and that it has submitted the grant application to the County Treasurer’s Office for review, and the Treasurer has approved said application.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, any and all documentation necessary to apply for and accept funds from the Right to Know Grant from July 1, 2020 to June 30, 2021 for an amount not to exceed \$10,798.00; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that the 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 will provide any necessary additional assurances as may be required, 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, May 13, 2020, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD



State of New Jersey
DEPARTMENT OF HEALTH

DIVISION OF EPIDEMIOLOGY, ENVIRONMENTAL AND OCCUPATIONAL HEALTH
PO BOX 369
TRENTON, N.J. 08625-0369 PHILIP

D. MURPHY
Governor

www.nj.gov/health

SHEILA Y. OLIVER
Lt. Governor

JUDITH M. PERSICILLI, RN, BSN, MA
Commissioner

April 24, 2020

Robert M. Damminger
Freeholder Director
Gloucester County
2 South Broad Street, 3rd Floor
Woodbury, NJ 08096

Dear Mr. Damminger,

SUBJECT: LETTER OF INTENT

The New Jersey Department of Health, Division of Epidemiology, Environmental & Occupational Health intends to process your Grant application for 2021 Right to Know Letter of Agreement in the amount of \$10,798.00. The award is contingent upon the fully executed award signed by the Department's approval Officer and the availability of funds. This award will be effective for the grant period 7/1/2020 through 6/30/2021.

Please consider this letter as notice of the Department's intent to fund in accordance with the legal provisions of such grant, and that the Notice of Grant Award document will be processed as soon as possible.

The Department will not be able to provide cash payments for any costs incurred by carrying out the items of this grant application until a fully executed Notice of Grant Award has been processed. Upon completion of this process, payment will be made in accordance with the grant provisions.

The Grantee recognizes and agrees that funding under a grant agreement is expressly dependent upon the availability of funds to the Department appropriated by the State Legislature from State of federal revenue, or such other funding sources as may be applicable. The Department shall not be held liable for any breach of this agreement, resulting from the absence of available funding appropriations.

Project Category	Funding Amount	Budget Period
2021 RTK LOA	\$10,798.00	7/1/2020 – 6/30/2021

The grant award will further be contingent upon the fiscal and programmatic completeness of your application, as well as the fulfillment of any current grant objectives, if applicable. Grant applications are to be completed on-line via the System for Administering Grants Electronically (SAGE). "Terms and Conditions" as well as Cost Controlling Initiatives will apply and may be found under "Management Activities" within each application. SAGE can be accessed at njsage.intelligrants.com. Paper applications will not be accepted. SAGE will be open for 2021 RTK LOA applications on 4/23/2020 and close on 5/18/2020.

If you have any questions or are in need of assistance, contact Cherrelle Shelton, Program Management Officer at 609 802-8150 or Laura Collazo, Grant Management Officer at 609 913-5303.

Sincerely,

Gary Centifonti, Director

Service cc: SAGE Application
Ashwani Chopra, Fiscal Management
Cherelle Shelton, Program Management Officer
Laura Collazo, Grant Management Officer

BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 04/22/2020

1. GRANT TITLE: COUNTY RIGHT TO KNOW PROGRAM

2. DEPARTMENT: Health and Human Services

3. GRANT ID NUMBER: STATE: EPID21RTK05L

FEDERAL: _____

4. FUNDING AGENCY CONTACT PERSON: Eva McGovern

5. FUNDING AGENCY PHONE NUMBER: 609/984-2202

6. GRANT AMOUNT: \$10,798.00

7. A. CASH MATCH AMOUNT: _____
(Attach mandated documentation)

B. IN-KIND MATCH: _____

C. MODIFICATION AMOUNT: _____

D. NEW TOTAL: \$10,798

8. CONTRACT PERIOD: FROM: 07/01/20 TO: 06/30/21

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____

REIMBURSEMENT: MONTHLY: _____

QUARTERLY: X

END OF CONTRACT: _____

OTHER (EXPLAIN) _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES _____ NO X
ARE THEY MONTHLY _____ QUARTERLY _____ END OF CONTRACT _____

LIST DATES REPORTS ARE DUE: October 12, 2020; January 15, 2021

April 12, 2021 and July 31, 2021

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: _____

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Provides a data base to advice workers and community of hazardous materials used in the workplace and monitors collection and awareness of this data

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL? YES _____ NO X

DEPARTMENT HEAD: 
Signature

DATE: 4/22/2020

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____)
Signature

2. _____
Signature

Revised: 9/22/03

Budget 101 Salaries and Wages	\$ 10,798.00
TOTAL	10,798.00

GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: 04/22/20

1. TYPE OF GRANT

 NEW GRANT
 X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 328

2. GRANT TITLE: County Right to Know Program

3. GRANT TERM: FROM: 7/01/20 TO: 06/30/21

4. COUNTY DEPARTMENT: Health and Human Services

5. DEPT. CONTACT PERSON & PHONE NUMBER: Karen Christina 218-4134

6. NAME OF FUNDING AGENCY: NJ Dept of Health (NJ DOH)

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To provide a data base to advice workers and community of hazardous materials used in the workplace and monitors collection and awareness of this data.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK “*”):

NAME	AMOUNT	NAME	AMOUNT
<u>Jeff McKenna</u>	<u>10,798.00</u>		

9. TOTAL SALARY CHARGED TO GRANT: \$ 10,798.00

10. INDIRECT COST (IC) RATE: 0.00 %

11. IC CHARGED TO GRANT \$ 0.00

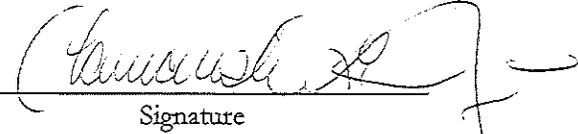
12. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A %

13. DATE APPLICATION DUE TO GRANTOR May 15, 2020

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	_____10,798.00_____	
CASH MATCH		_____ (Attach Documentation)
IN-KIND MATCH	_____	_____
TOTAL PROGRAM BUDGET: \$ <u>10,798.00</u>		

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?
 YES NO

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY TREASURY OFFICE, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD. Yes No

DEPARTMENT HEAD: 
 Signature

DATE: 4/22/2020

.....
 Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF TREASURY, BUDGET DIVISION:

1. _____
Signature
2. _____
Signature

Revised: 9/22/03
 101 Salaries 10,798.00

**RESOLUTION EXTENDING THE CONTRACT WITH SENIOR CITIZENS UNITED
COMMUNITY SERVICES, INC. FROM JUNE 1, 2020 TO MAY 31, 2021
IN AN AMOUNT NOT TO EXCEED \$285,000.00**

WHEREAS, the County of Gloucester entered into a Contract for specific bus transportation services with Senior Citizens United Community Services, Inc., from June 1, 2017 to May 31, 2019, as per PD-17-010, which Contract provided the County with the option to extend for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County's Qualified Purchasing Agent has recommended exercising the option to extend the Contract for a final one-year period from Jun 1, 2020 to May 31, 2021 in an amount not to exceed \$285,000.00; and

WHEREAS, this Contract extension is for estimated units of services, on an as-needed basis, which does not obligate the County to make any purchase, therefore, no Certificate of Availability of Funds is required at this time; and

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the Contract with Senior Citizens United Community Services, Inc. for specific bus transportations services as per PD-017-010, from June 1, 2020 to May 31, 2021 in an amount not to exceed \$285,000.00, and that the County's Qualified Purchasing Agent is hereby directed to inform said contractor of the extension.

BE IT FURTHER RESOLVED that before any purchase be made pursuant to this Contract extension, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purchase and identifying the line item from the County's budget out of which said funds will be paid.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

RESOLUTION AUTHORIZING AN APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, FOR THE FY 2020 COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE ABUSE SITE-BASED PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED \$900,000.00 FROM OCTOBER 1, 2020 TO SEPTEMBER 30, 2023

WHEREAS, the County seeks to file a grant application with the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the FY 2020 Comprehensive Opioid, Stimulant and Substance Abuse Site-Based Program (COSSAP); and

WHEREAS, this funding provides technical assistance to develop, implement and expand comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse in an effort to identify, respond to, treat, and support those impacted in Gloucester County; and

WHEREAS, the County is eligible to receive \$900,000.00 in COSSAP funding for the grant period from October 1, 2020 to September 30, 2023 at \$300,000.00 per 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 Director of the Board of Chosen Freeholders is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the grant application referenced hereinabove, the resulting agreement and any other documents necessary to carry out the objectives of this Resolution including acceptance of the 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, and designates the County Department of Health & Human 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, May 13, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program (COSSAP)

Grants.gov Solicitation Number: BJA-2020-17023

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications to develop, implement, or expand comprehensive programs in response to illicit opioids, stimulants, and other substances of abuse. This program furthers the departments mission to reduce violent crime and drug abuse and enhance public safety while supporting victims.

The Gloucester County Department of Health & Human Services, Division of Human & Disability Services wishes to apply for the maximum amount allowed, \$900,000 over a 3-year period (\$300,000 per year 2021-2023).

These funds would be used for Gloucester County residents for the following:

1. Recovery Support Services -
 - a. Transitional Housing – For individuals leaving treatment but in need of additional supports, including life-skills training.
 - b. Sober Living – Move-in fees and initial rent for individuals entering into a Certified Licensed Sober Living Residence (CLSR) or Oxford House
 - c. Medication Assisted Treatment (MAT) – Funding for doctor visits for Suboxone, Vivitrol, Methadone, and other MAT services
2. Naloxone – Narcan kits and training for EMS, Law Enforcement, and other first responders, as well as Peer Recovery Specialists and community members
3. Deterra – Provide Deterra pouches in the community to enable residents to safely dispose of unwanted or expired medications safely
4. Municipal Level Drug treatment Program – Encourage municipal police departments to develop opportunities to assist people struggling with addiction, including “Straight to Treatment” programs and partnerships with trained Peer Recovery Specialists, Addictions Counselors, and/or Treatment Agencies.

TOTAL PROGRAM BUDGET \$ 900,000

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 162,000

TOTAL OTHER EXPENSES (b): \$ 738,000

TOTAL FRINGE (c): \$ 0

TOTAL PROGRAM COST (d): \$ 900,000

TOTAL GRANT FUNDING (e): \$ 900,000

TOTAL COUNTY FUNDING (f): \$ 0

DEPT. HEAD

Wm A Curray
Signature

DATE:

5/1/2020

***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.

**2020 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS**

2020 Budget

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications to develop, implement, or expand comprehensive programs in response to illicit opioids, stimulants, and other substances of abuse. This program furthers the department's mission to reduce violent crime and drug abuse and enhance public safety while supporting victims.

101 Salaries & Wages \$162,000.00

299 Outside Services \$738,000.00

These funds would be used for Gloucester County residents for the following:

1. Recovery Support Services -
 - a. Transitional Housing – For individuals leaving treatment but in need of additional supports, including life-skills training.
 - b. Sober Living – Move-in fees and initial rent for individuals entering into a Certified Licensed Sober Living Residence (CLSR) or Oxford House
 - c. Medication Assisted Treatment (MAT) – Funding for doctor visits for Suboxone, Vivitrol, Methadone, and other MAT services
2. Naloxone – Narcan kits and training for EMS, Law Enforcement, and other first responders, as well as Peer Recovery Specialists and community members
3. Deterra – Provide Deterra pouches in the community to enable residents to safely dispose of unwanted or expired medications safely
4. Municipal Level Drug treatment Program – Encourage municipal police departments and courts to develop opportunities to assist people struggling with addiction, including “Straight to Treatment” programs and partnerships with trained Peer Recovery Specialists, Addictions Counselors, and/or Treatment Agencies.

Form C-2

Department _____

Department Code _____

Submission Date _____

Revision Date _____

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP) FY 2020 Competitive Grant Solicitation

CFDA # 16.838

Grants.gov Solicitation Number: BJA-2020-17023

Solicitation Release Date: February 21, 2020

Application Deadline: 11:59 p.m. eastern time on May 21, 2020

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications to develop, implement, or expand comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse. This program furthers the Department's mission by providing resources to support state, local, tribal, and territorial efforts to reduce violent crime and drug abuse and enhance public safety while supporting victims.

This solicitation incorporates the OJP Grant Application Resource Guide by reference. It provides guidance to applicants on how to prepare and submit applications for funding to OJP. If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.

Eligibility (Who may apply)

Category 1: Local or Tribal Applications

- Units of local government
- Federally recognized Indian tribal governments

Jurisdictions without a county or local government-based addiction service system may designate the State Administering Agency (SAA) to serve as the primary applicant in Category 1. Applicants should ensure they apply under the appropriate subcategory below, based on the population of the proposed project area:

Subcategory 1a – An urban area or large county with a population greater than 500,000

Subcategory 1b – A suburban area or medium-size county with a population between 100,000 and 500,000

Subcategory 1c – A rural area or small county or tribal area with a population of fewer than 100,000 or a federally recognized Indian tribe. A rural area is defined as:

- (a) any area or community, respectively, no part of which is within an area designated as a standard metropolitan statistical area by the Office of Management and Budget;
- (b) any area or community, respectively, that is—(i) within an area designated as a metropolitan statistical area or considered as part of a metropolitan statistical area; and (ii) located in a rural census tract; or
- (c) any federally recognized Indian tribe.

Category 2: State Applications

Applicants are limited to the SAA responsible for directing criminal justice planning, the State Alcohol and Substance Abuse Agency, or other state agency appropriate for the scope of the project. Category 2 state applicants apply for funding on behalf of localities, tribal entities, or regions within the state and assist with the implementation of projects at multiple sites within the state.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Contact information

For technical assistance with submitting an application, contact the Grants.gov Customer Support Hotline at 800-518-4726 or 606-545-5035, at <https://www.grants.gov/web/grants/support.html>, or at support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

An applicant that experiences unforeseen Grants.gov technical issues beyond its control that prevent it from submitting its application by the deadline must email the contact identified below **within 24 hours after the application deadline** to request approval to submit its application after the deadline. Additional information on reporting technical issues appears under “Experiencing Unforeseen Grants.gov Technical Issues” in the How To Apply (Grants.gov) section in the [OJP Grant Application Resource Guide](#).

For assistance with any unforeseen Grants.gov technical issues beyond an applicant’s control that prevent it from submitting its application by the deadline, or any other requirement of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 800-851-3420; via TTY at 301-240-6310 (hearing impaired only); email grants@ncjrs.gov; fax to 301-240-5830; or web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date.

Deadline Details

Applicants must register with Grants.gov at <https://www.grants.gov/web/grants/register.html> prior to submitting an application. All applications are due by 11:59 p.m. eastern time on May 21, 2020.

To be considered punctual, an application must be submitted by the application deadline using Grants.gov, and the applicant must have received a validation message from Grants.gov that indicates successful and timely submission. OJP urges applicants to submit applications at least 72 hours prior to the application due date, to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification.

An applicant must use the **Add Attachment** button to attach a file to its application. Do not click the paperclip icon to attach files. This action will not attach the files to the application. After adding an attachment, select the **View Attachment** button to confirm you attached the correct file. To remove the file, select the **Delete Attachment** button.

OJP encourages all applicants to read this [Important Notice: Applying for Grants in Grants.gov](#).

For additional information, see the How to Apply (Grants.gov) section in the [OJP Grant Application Resource Guide](#).

COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE ABUSE SITE-BASED PROGRAM CFDA #16.838

A. Program Description

Overview

The Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) was developed as part of the Comprehensive Addiction and Recovery Act (CARA) legislation. COSSAP's purpose is to provide financial and technical assistance to states, units of local government, and Indian tribal governments to develop, implement, or expand comprehensive efforts to identify, respond to, treat, and support those impacted by illicit opioids, stimulants, and other drugs of abuse.

Statutory Authority

34 U.S.C. 10701

Program-specific Information

Our nation's substance abuse problem is a public safety and health emergency that threatens the wellbeing of individuals who abuse drugs and impacts the safety of communities. It is impacting first responders, the criminal justice system, child welfare and foster care, and behavioral health systems. Responding to this epidemic is one of DOJ's top priorities.

Since 2017, BJA has supported innovative work in nearly 300 Comprehensive Opioid Abuse Program (COAP) sites. Examples of successful BJA-funded COAP projects can be found at: <https://www.coapresources.org/#COAPHOME>.

Objectives and Deliverables

COSSAP aims to reduce the impact of opioids, stimulants, and other substances on individuals and communities, including a reduction in the number of overdose fatalities, as well as mitigate the impacts on crime victims by supporting comprehensive, collaborative initiatives.

Note that grantees are prohibited from using federal funds to support activities that violate the Controlled Substances Act.

Category 1: Local applications

The objective of Category 1 is to encourage and support the development of comprehensive, locally driven responses to opioids, stimulants, and other substances that expand access to supervision, treatment, and recovery support services across the criminal justice system; support law enforcement and other first responder diversion programs for nonviolent drug offenders; promote education and prevention activities; and address the needs of children impacted by substance abuse.

Allowable Uses of Category 1 Funds

Category 1 grant funds may be used to develop, implement, or expand a combination of the allowable use activities described below, or be concentrated on one, so long as the proposed budget is appropriate and justified.

- Prebooking or postbooking treatment alternative-to-incarceration programs that serve individuals at high risk for overdose or substance abuse.
- Law enforcement and other first responder diversion programs. A variety of multidisciplinary overdose prevention, response, and diversion and referral models, led by law enforcement and other first responders, have emerged in communities throughout the nation. Examples of such models include the Law Enforcement Assisted Diversion (LEAD) model and the Police Assisted Addiction and Recovery Initiative (PAARI). OJP anticipates a minimum of \$10 million in COSSAP funds will be used to support communities seeking to replicate the LEAD model per congressional report language.
- Education and prevention programs to connect law enforcement agencies with K-12 students. Per congressional report language, no less than \$5 million will be made available for this activity.
- Embedding social services with law enforcement in order to rapidly respond to drug overdoses where children are impacted. Per congressional report language, no less than \$10 million will be made available for this activity.
- Comprehensive, real-time, regional information collection, analysis, and dissemination.
- Naloxone for law enforcement and other first responders.
- Identifiable and accessible take-back programs for unused controlled substances found in the home and used by hospitals and long-term care facilities.
- Evidence-based treatment, such as medication-assisted treatment (MAT), as well as recovery support services including transitional or recovery housing and peer recovery support services. No more than 30 percent of total grant funds may be used for transitional or recovery housing.
- Court-based intervention programs or family court programming to prioritize and expedite treatment and recovery services to individuals at high risk for overdose. Funding is available under other BJA solicitations to implement or enhance an adult drug court and/or a veterans treatment court. As such, implementing or enhancing these court models is not an allowable funding activity under this solicitation.

Additional program information may be found at www.coapresources.org.

Category 2: Applications from states on behalf of county, local, municipal, or tribal communities

The objective of Category 2 is to support states in their efforts to implement and enhance one or more of the allowable activities detailed under Category 1 in a **minimum of six** geographically diverse counties, localities, or regions.

The state may retain up to \$800,000 in total (not annually) for administrative purposes and to support the mandatory deliverables. In addition to the \$800,000 that may be retained for administrative expenses, a portion of the funds may be used to support an independent evaluation of project activities. The balance of the funds must be subawarded to local communities, regions, or tribal entities.

Deliverables for Category 2

- Select and provide subawards to a minimum of six geographically diverse localities or regions within the state within 9 months of the grant award.

- Implement one or more of the allowable activities detailed under Category 1.
 - Support a robust planning period for the sites, if needed, to support implementation efforts at each of the sites.
 - Coordinate cross-site training and peer-to-peer learning.
- If the proposed project is solely for program evaluation or includes an evaluation component, provide a copy of any evaluation report prior to the close of the grant period.

Applicants applying for funding under Categories 1 or 2 must:

- Agree to work closely with a researcher selected by BJA who may conduct a site-specific or cross-site evaluation in future years.

The Objectives and Deliverables are directly related to the performance measures that demonstrate the results of the work completed, as discussed under What an Application Should Include.

Program-specific Priority Areas

In FY 2020, and in addition to executing any OJP policy prioritization that may be applicable, priority consideration will be given to applicants that demonstrate the state, or regions within the state, has been disproportionately impacted by the abuse of illicit opioids, stimulants, or other substances as evidenced, in part, by:

- A high rate of primary treatment admissions for heroin or other opioids
- High rates of overdose deaths; and/or
- A lack of accessibility to treatment providers and facilities and to emergency medical services.

To receive priority consideration under this priority, applicants must include a clear and complete description in the program narrative.

OJP Policy Priority Areas for Categories 1 and 2

In FY 2020, and in addition to executing any program-specific prioritization that may be applicable, OJP will give priority consideration to applications as follows:

- Applications that address specific challenges that rural communities face.
- Applications that demonstrate that the individuals who are intended to benefit from the requested grant reside in high-poverty areas or persistent-poverty counties.
- Applications that offer enhancements to public safety in economically distressed communities (Qualified Opportunity Zones).

To receive priority consideration under the rural priority, applicants must describe what makes the geographic service area rural (using U.S. Census or other appropriate government data; for assistance, applicants may wish to refer to <https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural.html>), how isolated the area is from needed services, and how they will address specific challenges in rural communities.

To receive priority consideration under the poverty priority, the applicant must provide information to demonstrate that the individuals who are intended to benefit from the requested

grant reside in high-poverty areas or persistent poverty counties. For purposes of this priority consideration, the term “high-poverty area” means any census tract with a poverty rate of at least 20 percent as measured by the 2013–2017 5-year data series available from the American Community Survey of the Census Bureau (applicants may search by census tract at <https://www.census.gov/acs/www/data/data-tables-and-tools/narrative-profiles/2017/>) and the term “persistent poverty counties” means any county that has had 20 percent or more of its population living in poverty over the past 30 years, as measured by the 1990 and 2000 decennial censuses and the most recent Small Area Income and Poverty Estimates (applicants may search by county at <https://www.census.gov/data/tables/time-series/dec/census-poverty.html> and at <https://www.census.gov/programs-surveys/saipe.html>).

To receive priority consideration under the Qualified Opportunity Zones (QOZs) priority, applicants must include information that specifies how the project will enhance public safety in the specified QOZs. For resources on QOZs, and for a current list of designated QOZs, see the U.S. Department of the Treasury’s resource webpage, accessible at <https://www.cdfifund.gov/pages/opportunity-zones.aspx>.

Evidence-based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policymaking and program development in criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

Applicants should note that OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the [OJP Grant Application Resource Guide](#) section titled Information Regarding Potential Evaluation of Programs and Activities.

B. Federal Award Information

Maximum number of awards BJA expects to make 120

Estimated maximum dollar amount for each award:

Category	Maximum Funding Amount for Each Award
Category 1: Local applications	
Subcategory 1a – An urban area or large county with a population greater than 500,000.	Up to \$1,200,000
Subcategory 1b – A suburban area or medium-size county with a population between 100,000 and 500,000.	Up to \$900,000
Subcategory 1c – A rural area or small county (as defined in the eligibility section) with a population of fewer than 100,000 or a federally recognized Indian tribe.	Up to \$600,000
Category 2: Applications from states on behalf of county, local, municipal, or tribal communities	Up to \$6,000,000

Total amount anticipated to be awarded under the solicitation \$156,000,000
Period of performance start date October 1, 2020
Period of performance duration 36 months

BJA may, in certain cases, provide additional funding in future years to awards made under this solicitation, through continuation awards. OJP will consider, among other factors, OJP's strategic priorities, a recipient's overall management of the award, and progress of award-funded work, when making continuation-award decisions.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Type of Award

BJA expects to make awards under this solicitation as grants. See the Administrative, National Policy, and Other Legal Requirements section of the OJP Grant Application Resource Guide for additional information.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements¹ as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the OJP Grant Application Resource Guide for additional information.

Budget Information

The budget must explicitly describe how the proposed budget items directly apply to the program design and will assist the applicant in meeting the program objectives.

If an applicant proposes to fund recovery or transitional housing, no more than 30 percent of the total budget may be used for this purpose. For guidance on recovery housing, please see the U.S. Department of Housing and Urban Development's Policy Brief. Per the Substance Abuse and Mental Health Services Administration, transitional housing typically involves a temporary residence for up to 24 months with wrap-around services to help people stabilize their lives.

Transportation services may be included in the budget. These services may be provided to individuals who are engaged with the courts and have community corrections appointments, treatment- and/or recovery support-related appointments and activities, and require other necessary services to support treatment and recovery and who have no other means of obtaining transportation. Forms of transportation services may include public transportation, ride services, or a licensed and insured driver who is affiliated with an eligible program provider. If such costs are included, the applicant should be able to certify that they are nonredeemable, nontransferrable, and that their use by participants is auditable. The applicant must have written policies for determining eligibility, tracking distribution, and ensuring that passes are only used for transportation related to program activities.

¹ The "Part 200 Uniform Requirements" means the DOJ regulation at 2 C.F.R Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

In addition to the unallowable costs identified in the DOJ Grants Financial Guide, award funds may not be used for the following:

- Prizes, rewards, entertainment, trinkets, or any other monetary incentives
- Client stipends
- Gift cards
- Purchase vehicles
- Food and beverages

Federal funds may also not be used to replace (supplant) nonfederal dollars that are appropriated for the same purpose. For a definition of supplanting, visit: <https://ojp.gov/grants101/definitions.htm>.

Cost Sharing or Match Requirement

This solicitation does not require a match.

Please see the OJP Grant Application Resource Guide for information on the following:

Pre-agreement Costs (also known as Pre-award Costs)

Limitation on Use of Award Funds for Employee Compensation; Waiver

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

Costs Associated with Language Assistance (if applicable)

C. Eligibility Information

For eligibility information, see the title page.

For information on cost sharing or match requirements, see Section B. Federal Award Information.

D. Application and Submission Information

What an Application Should Include

The following application elements **MUST** be included in the application submission for an application to meet the basic minimum requirements (BMR) to advance to peer review and receive consideration for funding: Program Narrative, Budget Detail Worksheet and Budget Narrative, and a Time Task Plan.

See the Application Elements and Formatting Instructions section of the OJP Grant Application Resource Guide for information on what happens to an application that does not contain all of the specified elements or that is nonresponsive to the scope of the solicitation.

1. Application for Federal Assistance (Standard Form (SF)-424)

The SF-424 is a required standard form used as a cover sheet for submission of preapplications, applications, and related information. See the OJP Grant Application Resource Guide for additional information on completing the SF-424.

Intergovernmental Review: This solicitation ("funding opportunity") is **not** subject to Executive Order 12372. (In completing the SF-424, an applicant is to answer question 19 by selecting the response that the "Program is not covered by E.O. 12372.")

2. Project Abstract

Include a project abstract that summarizes the proposed program in 400 words or fewer. Project abstracts should be:

- Written for a general public audience.
- Submitted as a separate attachment with "Project Abstract" as part of its file name.
- Single-spaced, using a standard 12-point Times New Roman font with **1-inch margins**.

For each project abstract:

- State the legal name of the grant recipient and the title of the project.
- For Category 1 only: State the population size of the community or region being served in the proposed project.
- For Category 2 only: State the communities or regions selected to receive subawards, if known.

An example of a project abstract is below:

[Insert legal name of grant recipient] is applying for funding in the amount of [insert the amount]. This project serves [insert name of area to be served by the project and/or the population size]. The purpose of the project is to [typically takes 3 to 5 sentences and focuses on the primary objectives and deliverables]. The project includes partnerships between [insert project partners]. Priority considerations addressed in this application include [Insert priority considerations. If not applicable, remove this sentence]. Dr. [insert name] from the University of [insert name] serves as the evaluator for the proposed project.

As a separate attachment, the program abstract will **not** count against the page limit for the program narrative.

3. Program Narrative

The program narrative must respond to the solicitation and the review criteria (1–4) listed below in the order given. The program narrative should be double-spaced, using a standard 12-point Times New Roman font with 1-inch margins, and should not exceed 20 pages. Number pages "1 of 20," "2 of 20," etc.

If the program narrative fails to comply with these length restrictions, BJA may negatively consider such noncompliance in peer review and in final award decisions.

The following sections should be included as part of the program narrative:

- a. Statement of the Problem
- b. Program Design and Implementation
- c. Capabilities and Competencies

d. Plan for Collecting the Data Required for this Solicitation's Performance Measures

OJP will require each successful applicant to submit regular performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives and deliverables identified under "Objectives and Deliverables" in Section A. Program Description.

Applicants should visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data.

Please note that applicants are **not** required to submit performance data with the application. Performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

Award recipients will be required to provide the relevant data by submitting quarterly performance metrics through BJA's online Performance Measurement Tool (PMT) located at <https://bjapmt.ojp.gov/>. Further information about performance measures can be found at <https://www.coapresources.org/Program/SiteGrants/Grantee/Management>. Applicants should review the information and be familiar with the data needed to be collected to fulfill the reporting requirements by examining the complete list of performance indicators at Comprehensive Opioid Abuse Site-based Program Combined Performance Measures.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations should follow the guidance under Note on Project Evaluations in the OJP Grant Application Resource Guide.

Please see the OJP Grant Application Resource Guide for information on the following:

4. **Budget Information and Associated Documentation** in the Budget Preparation and Submission Information section.
5. **Indirect Cost Rate Agreement**
6. **Tribal Authorizing Resolution** (if applicable)
7. **Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)**
8. **Disclosure of Lobbying Activities**
9. **Applicant Disclosure of Pending Applications**

10. Applicant Disclosure and Justification – DOJ High Risk Grantees² (if applicable)

11. Research and Evaluation Independence and Integrity

12. Disclosure of Process Related to Executive Compensation

13. Additional Attachments

a. Documentation of Rural Challenges (if applicable)

As is mentioned above, OJP will give priority consideration in award decisions to applications that address specific challenges that rural communities face. Each applicant proposing to receive priority consideration under the rural priority should provide a sufficient narrative to include what makes the geographic service area rural (using U.S. Census or other appropriate government data), how isolated the area is from needed services, and how it will address specific challenges in rural communities.

b. Documentation of High-Poverty Areas or Persistent-Poverty Counties (if applicable)

As mentioned above, OJP will give priority consideration in award decisions to applications that demonstrate that the individuals who will benefit from the requested grant reside in high-poverty areas or persistent-poverty counties as defined above. Each applicant proposing to receive consideration under the High-Poverty Areas or Persistent Poverty Counties priority should provide a sufficient narrative explanation to identify each specific High-Poverty Area (by census tract number(s)) and/or each specific Persistent-Poverty County where individuals are intended to benefit from the requested grant and how the requested grant will address specific challenges in each such identified area and/or county.

c. Documentation of Enhanced Public Safety in Qualified Opportunity Zones (if applicable)

As is mentioned above, OJP will give priority consideration in award decisions to designated Qualified Opportunity Zones (QOZs). Each applicant proposing to receive priority consideration under the under the Qualified Opportunity Zones priority should provide a sufficient narrative explanation in order for OJP to identify clearly the public safety benefit the applicant anticipates that its project will have on a specified QOZ(s). The narrative and the list of affected QOZs (by census tract number) must be included as an attachment that is clearly labeled as addressing QOZs. The applicant may also include tables, charts, graphs, or other relevant illustrations that may be useful in comprehending the manner in which the proposed project is anticipated to benefit a QOZ(s).

d. Letters of Support and/or Memoranda of Understanding/Interagency Agreement (Required for Category 1 only)

Applicants should attach letters of support and/or interagency agreements between the partner agencies and offices to show commitment to participate in the project. They

² A "DOJ High Risk Grantee" is a recipient that has received a DOJ High-Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

should clearly articulate the level of involvement each agency will have in the proposed project.

e. Time Task Plan (Required)

Attach a time task plan (with an estimated start date of October 1, 2020) with each project objective, activity, expected completion date, and responsible person or organization.

f. Subrecipient and Procurement Contract Disclosures (if applicable)

Each applicant must include a table that details the name of any individual consultant/subgrantee, the subrecipient's organization name, and the subrecipient organization's city and state as a separate attachment to its application. A sample table is provided below. The file should be named "Subrecipient and Procurement Contract Disclosure." An applicant that does not have any proposed subrecipients as described above is to submit, as a separate attachment, a statement to this effect: "[Applicant Name on SF-424] does not have any proposed or anticipated subrecipients or procurement contracts."

Subrecipient's Last Name, First Name, if available	Subrecipient's Organization Name	Subrecipient Organization's City, State
Jane Doe	North County Youth Mentoring Program	North County, Ohio

How To Apply (Grants.gov)

Applicants must register in and submit applications through [Grants.gov](https://www.grants.gov), a primary source to find federal funding opportunities and apply for funding. Find information on how to apply in response to this solicitation in the [OJP Grant Application Resource Guide](#).

Registration and Submission Steps

Applicants will need the following identifying information when searching for the funding opportunity on Grants.gov.

1. **CDFA #16.838 Comprehensive Opioid, Stimulants, and Substance Abuse Site-based Program (Categories 1 and 2)**
2. **Funding Opportunity #: BJA-2020-17023**
3. **Select the correct Competition ID.** Some OJP solicitations posted to Grants.gov contain multiple purpose areas, denoted by the individual Competition ID. If applying to a solicitation with multiple Competition IDs, select the appropriate Competition ID for the intended purpose area of the application.

Category 1: Competition ID: BJA-2020-17024

Category 2: Competition ID: BJA-2020-17025

For information on each registration and submission step, see the [OJP Grant Application Resource Guide](#).

RESOLUTION AUTHORIZING THE PURCHASE OF FLU VACCINES FROM WELLS FARGO, C/O FFF ENTERPRISES, INC., THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$75,627.00

WHEREAS, the County has a need to purchase additional flu vaccines for the 2020-2021 season; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of labor, materials, supplies and equipment through State Contract; and

WHEREAS, it has been determined that the County may purchase needed flu vaccines for the 2020-2021 season through State Contract #41502, from Wells Fargo, c/o FFF Enterprises, Inc., P.O. Box 840150, Los Angeles, CA 90084-0150; and

WHEREAS, the Treasurer for the County has certified the availability of funds for this contract pursuant to CAF # 20-03646, to be charged against budget line item 0-01-35-470-001-20201 for a total amount of \$75,627.00.

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 resolution to execute the purchase of additional flu vaccines from Wells Fargo, c/o FFF Enterprises, Inc. through State Contract, for an amount of \$75,627.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 13, 2020, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

ORDER CONFIRMATION

Thank you for your purchase!

Account: FNJ10362
Company: Gloucester County Health Department
Order placed by: Lindsey Knight
Order date: May 5, 2020 7:09:12 AM
Payment terms: 0-35% 20 DAYS NET 60
PO: 05052020
Ship to: Gloucester County Health Department
Address: 204 East Holly
Sewell, New Jersey 08080

Confirmation: 1001120774

Product	Order Quantity	Item Sold In	Contract Price	Delivery Date	Amount
FLUARIX QUADRIVALENT 0.5ML PFS	225	BX	\$460.56 [FET: \$7.50]	2020-09-01	\$36,126.00 [FET: \$1,687.50]

NDC: 58160-0885-52
Season: 2020-2021

Shipping method: Fedex Standard
Overnight
Shipping cost:

ELJARIX QUADRIVALENT 0.5ML PFS

NDC: 58160-0885-52

Season: 2020-2021

225

BX

\$160.56 [FET:
\$7.50]

2020-09-
29

\$36,126.00 [FET:
\$1,687.50]

Shipping method: Fedex Standard
Overnight Shipping cost:

Goods value total: \$75,627.00
Shipping & Handling: \$0.00
Grand total: \$75,627.00

IMPORTANT! GSK Requires all members to be decked in their system to access contracted pricing, if you have decked with your GPO for the 2020 season your price will be adjusted accordingly as we receive those updates directly from GSK. A final order confirmation will be sent to you prior to shipment. If you have any questions, please contact Wow! Customer Care at (800) 843-7477.

If you signed a Direct Fulfillment Contract with a manufacturer, those contracted delivery dates will supersede the MFV calendar dates on your order confirmation. If you have any questions, please contact Wow! Customer Care at 800-843-7477.

County of Gloucester Purchasing Department

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

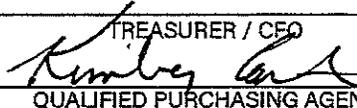
PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	20-03646

SHIP TO	GLOUC. CO HEALTH DEPT. ADM 204 E. HOLLY AVE. SEWELL, NJ 08080 856-218-4100
	VENDOR #. WELLS010
VENDOR	WELLS FARGO C/O FFF ENTERPRISES, INC. PO BOX 840150 LOS ANGELES, CA 90084-0150

ORDER DATE: 05/05/20
REQUISITION NO: R0-17164
DELIVERY DATE:
STATE CONTRACT: 41502
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
225.00/BX	Flu vaccine Fluarix Quadrivalent 0.5ML PFS NDC: 58160-0885-52 Delivery Date: 9/1/20	0-01-35-470-001-20201 Contingent - Other Expense	160.5600	36,126.00
225.00/BX	Fluarix Quadrivalent 0.5ML PFS NDC: 58160-0885-52 Delivery Date: 9/29/20	0-01-35-470-001-20201 Contingent - Other Expense	160.5600	36,126.00
1.00/EA	*See attached Order Confirmation COMBINED TOTAL EXCISE FOR ABOVE ORDER	0-01-35-470-001-20201 Contingent - Other Expense	3,375.0000	3,375.00
			TOTAL	75,627.00

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 VENDOR SIGN HERE		TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO.		
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	DEPARTMENT HEAD	QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT