

AGENDA

7:30 p.m. Wednesday, October 19, 2011

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular and closed session minutes from September 7, 2011 and the regular minutes from September 21, 2011.

P-1 Proclamation for the dedication of Clements Bridge Road, Deptford, NJ is being designated as Veterans Memorial Highway in honor of all Veterans (to be presented at a later date) (DIMarco)

P-2 Proclamation Recognizing the Gloucester County NAACP Branch 2345 Freedom Fund Dinner & Image Awards – 2011 Shining Stars (previously presented) (W. Wallace)

P-3 Proclamation Recognizing Barbara Hoffman – 2011 Outstanding Senior Volunteer for Gloucester County (previously presented) (W. Wallace)

P-4 Proclaiming October as Disabilities Awareness Month (previously presented) (W. Wallace)

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
DEPUTY DIRECTOR W. WALLACE**

A-1 RESOLUTION AUTHORIZING SETTLEMENT IN REGARD TO THE COUNTY OF GLOUCESTER'S STATUTORY WORKERS' COMPENSATION LIEN IN THE MATTER OF WILLIAM FOX, III, ET ALS. v. COMCAST CORP., ET ALS. This Resolution will authorize compromise of the County's statutory workers' compensation lien (Inservco Claim #3430000161) in the litigation matter of William Fox, III, et als. v. Comcast Corporation, et als., Docket no. GLO-L-1021-10. This compromise will reduce the County's entitlement from \$8,947.80 to \$4,473.90, as per the recommendation of County Counsel, due to the very remote chance of prevailing at trial. An unsuccessful trial would leave the County with zero recovery.

A-2 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE GLOUCESTER COUNTY 2011 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

1. Bulletproof Vest Partnership - \$4,323.00
These grant funds will be used toward the purchase of protective vests for the Gloucester County Department of Corrections and the Gloucester County Sheriff's Office.
2. Local Core Capacity for Public Health Emergency Preparedness - \$348,763.00
The purpose of these funds will be to further support emergency ready public health departments by upgrading, integrating and evaluating local public health jurisdictions' preparedness for the response to terrorism, pandemic influenza and other public health emergencies. There has been a reduction of \$185,243.00 in this year's grant award from the previous year. The effect of this reduction causes one clerical to be removed from the program and one information technology administrator will be removed as of 1/1/12.
3. Women, Infants and Children - \$655,200.00
The purpose of these funds will be to further support salary and operating costs in order to provide education and nutritional services to lactating women, infants and children of Gloucester County.

A-3 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF OCTOBER, 2011. The Treasurer of Gloucester County submits the bill list for October for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the list. Checks will be mailed October 20, 2011.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER CHILA**

B-1 RESOLUTION AUTHORIZING THE ADOPTION OF THE GLOUCESTER COUNTY MICRO-ENTERPRISE REVOLVING LOAN FUND (RLF) PROGRAM POLICY AND ESTABLISHING THE RLF LOAN REVIEW COMMITTEE. The Gloucester County Board of Chosen Freeholders and the Department of Economic Development has established a Micro-Enterprise Revolving Loan Fund to encourage small business development throughout the County. The fund utilizes federal Community Development Block Grant funding and must be in compliance with all rules and regulations as set forth by US Housing and Urban Development. This resolution authorizes adoption of the program policy, loan application and application checklist and establishes the RLF Loan Review Committee. The RLF Loan Review Committee will be comprised by the Director of Economic Development, a designated representative of the County Treasurer's Office and a lender's representative.

B-2 RESOLUTION AUTHORIZING THE COUNTY TO APPROVE A CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT, IN THE AMOUNT OF \$3,586,705 BEGINNING JULY 1, 2011 THROUGH JUNE 30, 2012. The New Jersey Department of Labor and Workforce Development has forwarded the Workforce Investment Act allocation, the Work First NJ allocation and the Work Force NJ allocation for Program Year 2011 (7/1/11 thru 6/30/12) to the Gloucester County Workforce Investment Board. The breakdown of this funding is as follows:

<u>The Federal Workforce Investment Act funds include:</u>	
WIA Adult	\$ 411,452.00
WIA Youth	\$ 521,754.00
WIA Dislocated Workers	\$ 669,995.00
<u>The State Workforce New Jersey funds include:</u>	
Workplace Literacy (Workforce Learning Link)	\$ 80,000.00
<u>The State Work First NJ funds include:</u>	
Work First NJ (TANF, FS, GA, CAVP, Case Mgt., Work Verification.)	\$1,897,084.00
Smart STEPS	\$ 6,420.00
CONTRACT TOTAL:	\$3,586,705.00

The total funding for our County in PY 2011 is \$3,586,705.00. These monies will allow the County to serve eligible County residents in the arena of employment and training. As additional monies are received, this contract will be modified. This contract formally accepts these monies into the County.

B-3 RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO TAG'S AUTO SUPPLY FOR THE SUPPLY AND DELIVERY OF AUTOMOTIVE PARTS AND ACCESSORIES FOR A PERIOD OF TWO (2) YEARS WITH AN OPTION TO EXTEND FOR A ONE (1) TWO YEAR PERIOD, OR TWO (2) ONE YEAR PERIODS, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND MAXIMUM AMOUNT OF \$140,000.00 PER YEAR, AS PER BID PD#011-057. Resolution authorizing execution of a two year contract with TAG'S Auto Supply, 12 W. High Street, Glassboro, for the supplying and delivery of Automotive parts and accessories for the county of Gloucester for a minimum contract amount of zero and maximum contract amount of \$140,000.00 per year, for a two (2) year contract with one 2 year extension or two (1) one year extension for the period commencing October 19, 2011 and termination October 19, 2013. This will be an open ended contract.

B-4 RESOLUTION CONFIRMING THE EMERGENCY PURCHASE OF VARIOUS SIZES OF STONE FROM TRAP ROCK INDUSTRIES INC. REQUIRED DUE TO HURRICANE IRENE STORM DAMAGE ALONG COUNTY ROADWAYS FOR REPAIR WORK IN APPROXIMATELY SIXTY THREE (63) LOCATIONS THROUGHOUT THE COUNTY IN THE TOTAL AMOUNT OF \$19,622.58. Resolution authorizing an emergency purchase of Trap Rock, Inc due to Hurricane Irene storm damage along county roadways in approximate 63 locations throughout Gloucester County in the amount of \$19,622.58.

B-5 RESOLUTION CONFIRMING THE AWARD OF AN EMERGENCY CONTRACT TO NUPUMP CORPORATION DUE TO HURRICANE IRENE STORM DAMAGE IN THE AMOUNT OF \$39,360.00. The Resolution will confirm an award under and pursuant to the emergency provisions of the Local Public Contracts Law, and regulations promulgated thereunder, to Nupump Corporation (P.O. Box 157, Malaga, NJ 08328), for the Emergency Project "Emergency Repair to Auxiliary Spillway Culvert on Porchtown Road, County Route 613 at Iona Lake, Franklin Township, Gloucester County", Engineering Project #11-09FA(19), in the amount of \$39,360.00. The County of Gloucester solicited quotes for the emergent repair at the above referenced location. The project involves the emergency repair of an existing 4' high x 5' wide, nominal width, concrete box culvert which crosses Porchtown Rd. (CR 613) at Reed Branch (Iona Lake) in Franklin Township. The existing culvert acts as the auxiliary overflow for Iona Lake. An inspection of the pipe revealed a portion of the concrete and rubble floor has scoured away after Hurricane Irene which has created sinkholes on the overlying road surface of Porchtown Rd. (CR 613) creating the need for repair. The Contractor will be required to pour a new 6" concrete floor, grout and fill the existing cracks near the upstream section of the culvert and then grout and seal the remaining original exposed surfaces. The Contractor will also be required to remove the existing concrete and rubble wall on the downstream culvert outfall. The wall will be replaced with gabions (a submittal will also be required for this work). The existing guide rail must be reset as part of the work and placed plumb as per State Standard details (paid for under clearing site). Rip rap will be placed in the stream at the existing downstream scour hole at the direction of the engineer to control future scour. All restoration, soil erosion measures and protection of existing conditions (such as the existing spillway configuration and integrity of the existing culvert) shall be included in the contract and paid for under the item clearing site. The work shall be completed by October 5, 2011. Notice to proceed was given to Nupump Corporation, on September 23, 2011. The contract calls for emergency mark out of utilities through the One Call System, so that work could begin on September 26, 2011. Nupump Corporation did mobilize and commence the emergency removal and demolition work immediately after receiving a notice to proceed. The project authorization followed emergency procurement procedures through the County's Purchasing, Engineering and Legal Departments. This project is anticipated as 75% Federally reimbursable project. FEMA field inspected the damage as a result of the August 28, 2011 storm event. The project is expected to be reimbursable under the disaster declaration.

B-6 RESOLUTION CONFIRMING THE AWARD OF AN EMERGENCY CONTRACT TO NUPUMP CORPORATION DUE TO HURRICANE IRENE STORM DAMAGE IN THE AMOUNT OF \$289,185.00. The Resolution will confirm an award under and pursuant to the emergency provisions of the Local Public Contracts Law, and regulations promulgated thereunder, to Nupump Corporation (P.O. Box 157, Malaga, NJ 08328), for the Emergency Project "Emergency Repair to Bridge 5-F-4, High Street over South Branch of the Raccoon Creek in the Township of Harrison, Gloucester County", Engineering Project #11-09FA(100), in the amount of \$289,185.00. The County of Gloucester solicited quotes for the emergent repair at the above referenced location. The project involves the emergency repair of an existing 24' high x 35' wide, nominal width, concrete arch bridge which carries High Street (municipal road) over the Raccoon Creek in Harrison Township. An inspection of the bridge found a significant undermining of the existing footings, revealing the existing the timber piles below the water line. The extreme flooding during Hurricane Irene created the scour condition below the foundations, which has created sinkholes on the overlying road surface of High Street creating the need for repair. A temporary repair of the sinkhole had taken place by constructing a concrete and rock plug, which did not hold given the extent of the scour. The emergency contract will require the placement of grout bags below the footings. The size of the bags to fit between existing timber piles and to best fit the voided area shall be responsibility of the contractor. The bags shall be placed to minimize spaces between the bags with these spaces filled with pressure grouting (Concrete Type S, tremie concrete). The existing timber sheeting on the east side of the bridge was damaged and as part of the contract, the sheeting will be replaced. The contractor shall excavate behind the abutment to depth for access to replace the sheeting. The excavated area next to the abutment shall be backfilled with by the contractor with flowable fill (CLSM) to the bottom of the paving box (1 foot below finished grade). The area will be paved with dense graded aggregate base course, 6" thick, HMA 19M64 course, 4" thick and HMA 12.5M64 surface course, 2" thick. The Contractor will be required to document the installation of the grout bags and pressure grouting under the footing. An underwater video will be taken during diving operation for the construction operations. The Contractor will also be required to repair the existing spalled concrete at the centerline of the bridge. Upon repair, the existing inside arch surfaces will be cleaned and sealed with a pneumatically applied mortar. Outside exposed surfaces shall also be cleaned by water blasting, including removal of the existing worn epoxy coating, with a new epoxy waterproofing applied to the wing walls, parapets and outside abutments. Rip rap will be placed in the stream at the existing upstream scour hole and entire eroded channel to the top of the exposed footing to the extent shown on the details to control scour. A downstream 3' x 3' gabion toe wall will be constructed adjacent to the rip rap channel. Reno mattress will be installed on all four quadrants of the bridge to also address existing

erosion. The work shall be completed by October 19th, 2011 with a notice to proceed anticipated on or before October 3rd, 2011.

B-7 RESOLUTION AUTHORIZING THE PURCHASE OF LABOR AND MATERIALS FOR THE INSTALLATION OF CARPETING FROM COMMERCIAL INTERIORS DIRECT FOR A TERM OF OCTOBER 19, 2011 – OCTOBER 18, 2012 THROUGH STATE CONTRACT #A65751 FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$75,000.00. A resolution to authorize use of state contract #A65751 with Commercial interiors direct for a one year period effective October 19, 2011 terminating October 18, 2012 for a minimum amount of zero and a maximum amount of \$75,000.00. The use of this contract is for the purchase and installation of carpet as needed to complete renovation projects in various buildings including but not limited to the 911 backup center projects, the replacement of Carpet at the Government Services building project and any other carpet replacement as necessary.

B-8 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO CORE MECHANICAL, INC., FOR HEATING AND AIR CONDITIONING FULL SERVICE MAINTENANCE AND EMERGENCY REPAIR SERVICES FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$450,000.00 PER CONTRACT YEAR EFFECTIVE NOVEMBER 1, 2011 THROUGH OCTOBER 31, 2013 WITH THE OPTION TO EXTEND FOR TWO (2) ONE YEAR TERMS OR ONE (1) TWO YEAR TERM. This contract is for a period of two (2) years effective November 1, 2011 terminating October 31st 2013 with the option of one two (2) year extension or two one (1) year extensions. This contract is necessary to provide heating and air conditioning full service maintenance and emergency repairs for various county buildings in order to maintain the buildings HVAC units. This contract has a minimum amount of zero and a maximum of \$450,000.00 per contract year, all pricing is per specifications in PD # 011-056.

B-9 RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES CONTRACT WITH NAI MERTZ TO PROVIDE REALTOR SERVICES FOR THE SALE OF VARIOUS COUNTY PROPERTIES. This contract is effective October 19th 2011 terminating October 18th 2012 and is necessary to provide professional realtor services for various county buildings as required. The work will include but not be limited to evaluation, appraisal, and sale of county buildings. Commission rates will be 6% of the first \$10,000.00 of the selling price and 4% of the balance of the selling price. This contract has a minimum amount of zero and a maximum of \$125,000.00. All pricing is per specifications in RFP# 011-055.

**DEPARTMENT OF HEALTH &
EDUCATION**

**DEPUTY DIRECTOR W. WALLACE
FREEHOLDER CHILA**

**DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS**

**FREEHOLDER CHILA
FREEHOLDER DiMARCO**

**DEPARTMENT OF SOCIAL &
HUMAN SERVICES**

**FREEHOLDER NESTORE
DEPUTY DIRECTOR W. WALLACE**

E-1 RESOLUTION TO REMOVE VEHICLE #16-1224 FROM NJ TRANSIT INVENTORY TO THE SOLE RESPONSIBILITY OF THE COUNTY OF GLOUCESTER. NJ Transit is interested in relinquishing ownership of a minibus currently leased to Gloucester County. The Division of Transportation Services is interested in accepting ownership of this bus from NJ Transit to continue to operate the vehicle to service elderly and disabled residents. The execution of this resolution will formally authorize the transfer of this vehicle which was originally procured by NJ Transit with Federal Transit Administration (FTA) Section 5310 federal grant funds. Upon transfer of ownership of the vehicle, DTS will continue to operate the vehicle.

E-2 RESOLUTION AUTHORIZING THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS TO SUBMIT THE 2012 GLOUCESTER COUNTY MUNICIPAL ALLIANCE PLAN/GRANT APPLICATION TO THE GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE. 2012 Municipal Alliance Prevention Plan/Grant is an annual direct service grant involving 24 municipalities for the expressed purpose of community prevention/education regarding alcoholism and drug abuse. This year's grant is \$346,965. 000.

E-3 RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO EXECUTE THE CONSOLIDATED PLAN FORMS TO THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT FOR RENEWAL SERVICES. The annual Housing and Urban Development (HUD) competition for funds for renewal and new projects was discussed at the January 19, 2011 CEAS Committee meeting. \$369,619 was awarded for renewals and a new project that was selected by the CEAS Committee. The resolution authorizes the Gloucester County Continuum of Care to be used as application to HUD for these funds.

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER L. WALLACE
FREEHOLDER DIMARCO**

F-1 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE REGARDING COMPUTER EQUIPMENT PROVIDED TO THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE MEGAN'S LAW UNIT. Resolution authorizing the County of Gloucester through the Gloucester County Prosecutor's Office to enter into a memorandum of understanding with the New Jersey Department of Law and Public Safety, Division of Criminal Justice to provide a scanner and computer equipment to the Gloucester County Prosecutor's Office Megan's Law Unit for the compiling and dissemination of electronic data as required by the Adam Walsh Child Protection and Safety Act of 2006. Gloucester County currently has approximately 375 registered sex offenders residing within the county with an average of 55 new registered offenders every year, the Sex Offender Registration and Notification Act requires each county to convert documentation into a digital format and electronically submit the registration information to appropriate local, county, state and federal law enforcement agencies along with uploading the data to the New Jersey Sex Offender Registry, the National Sex Offender Registry and the Internet. The unit also provides notification alerts to schools, community organizations and neighbors to the presence of a sex offender who authorities believe may pose a risk to the community as outlined in Megan's Law.

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

Old Business

New Business

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

Adjournment

MINUTES

7:30 p.m. Wednesday, September 7, 2011

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Damminger	X	
W. Wallace	X	
Chila	X	
DiMarco	X	
Simmons	X	
Nestore	X	
L. Wallace	X	

Also in attendance: Administrator Bruner, Deputy Administrator White, Clerk of the Board DiLella, Chief Counsel Lyons

Changes to the Agenda

Approval of the regular and closed session minutes from August 3, 2011.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46005 Proclamation to Honoring: the Gloucester County Chamber of Commerce for celebrating its 10-year anniversary; Benjamin T. Griffith for ten years of outstanding service to the Gloucester County Chamber of Commerce; Julie Gablin for Gloucester County Chamber of Commerce Chamber Member of the Year – 2011; Al Bartolomeo for Gloucester County Chamber of Commerce Community Service Award 2011 Small Business Person of the Year; Joseph W. Devine for Gloucester County Chamber of Commerce Community Service Award 2011 Business Person of the Year; Sugar Ray Coney for Gloucester County Chamber of Commerce Community Service Award 2011 Citizen of the Year (to be presented at a later date) (Simmons).

46006 Proclamation to Honor Kingsway Regional High School for achieving 202 percent increase in dollars contributed; Deptford M.U.A. employees for achieving 19 percent increase in dollars contributed; Gloucester County Utilities Authority employees for achieving 11 percent increase in dollars contributed; Gloucester County Veterans Affairs employees for achieving 100 percent in employee participation and a 43 percent increase in dollars contributed to the 2010 Gloucester County Public Employees Charitable Campaign/United Way. (to be presented) (Chila)

46007 Proclamation recognizing Miss New Jersey 2011, Katharyn Nicolle (to be presented) (W. Wallace)

46008 INTRODUCTION OF A REFUNDING BOND ORDINANCE PROVIDING FOR THE REFUNDING OF THE COUNTY'S OUTSTANDING CALLABLE GENERAL OBLIGATION BONDS, SERIES 2004, DATED OCTOBER 1, 2004; AUTHORIZING THE ISSUANCE OF UP TO \$18,500,000 OF GENERAL OBLIGATION REFUNDING BONDS.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46009 INTRODUCTION OF AN AMENDING ORDINANCE ADDING THE MULTI LEVEL PARKING STRUCTURE LOCATED AT BROAD AND HUNTER STREETS, WOODBURY, TO THE ORDINANCE ESTABLISHING PARKING REGULATIONS AND TOWING PREVIOUSLY ADOPTED ON OCTOBER 3, 2007.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

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

OPEN

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: Cody Miller from Washington Twp. made comments about A-9, praising Freeholders for urging re-instatement. Lee Lucas of Gibbstown criticized college costs and Dr. Farish in Rowan. Criticized businesses who hire illegals and criticized United Way.

CLOSE

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
DEPUTY DIRECTOR W. WALLACE**

**46010 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF WORKERS' COMPENSATION CLAIMS CAPTIONED
(A) PHILIP DIESER V. GLOUCESTER COUNTY Claim Petition Number 2005-30626;
(B) CHRISTINA GASTON V. GLOUCESTER COUNTY Claim Petition Number 2009-16694;
(C) MICHAEL PIZZELLI V. GLOUCESTER COUNTY Claim Petition Number 2010-24063;
(D) MARK COOPER V. GLOUCESTER COUNTY Claim Petition Number 2010-5177**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46011 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE GLOUCESTER COUNTY 2011 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

1. Workforce Investment Board - \$4,000.00
2. County Right to Know Program - \$10,798.00
3. FY2011 Emergency Management Agency Assistance Grant - \$50,000.00

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46012 EMERGENCY RESOLUTION TO PROVIDE EMERGENCY FUNDS TO REMOVE BRIDGE 4-E-6 IN WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, PURSUANT TO N.J.S.A. 40A:4-48.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila					X
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46013 RESOLUTION AUTHORIZING THE PREPARATION AND SUBMISSION OF AN APPLICATION TO THE NEW JERSEY LOCAL FINANCE BOARD FOR APPROVAL TO REFINANCE 2004 GENERAL OBLIGATION BONDS PURSUANT TO N.J.S.A. 40A:2-51 et. seq.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46014 RESOLUTION THAT CALLS ON THE COUNTY OF GLOUCESTER TO JOIN THE NATIONAL MOMENT OF REMEMBRANCE OF THE 10TH ANNIVERSARY OF SEPTEMBER 11.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46015 RESOLUTION APPROVING REVISIONS TO THE HUMAN RESOURCES MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46016 RESOLUTION AUTHORIZING AN AMENDMENT INCREASING THE CONTRACT WITH MCG, LLC BY \$36,619.15 TO PROVIDE ADDITIONAL CONSULTING SERVICES AND PC SUPPORT FOR NETWORK AND CONNECTION CONVERSION RESULTING IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$96,619.15.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46017 RESOLUTION AUTHORIZING THE SALE OF FOUR (4) PROPERTIES CURRENTLY OWNED BY THE COUNTY OF GLOUCESTER NO LONGER NEEDED FOR ANY PUBLIC PURPOSE DESIGNATED AND KNOWN AS FOLLOWS: TAX BLOCK 62, LOT 16.01 IN THE CITY OF WOODBURY; TAX BLOCK 58, LOT 8 IN THE CITY OF WOODBURY; TAX BLOCK 78, LOT 5.01 IN THE CITY OF WOODBURY; AND, TAX BLOCK 16, LOT 5.01 IN THE TOWNSHIP OF WASHINGTON.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46018 RESOLUTION URGING THE GOVERNOR TO REINSTATE FULL FUNDING TO THE TUITION AID GRANT PROGRAM AND REINSTATE THE 4% TUITION INCREASE CAP.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER CHILA**

46019 RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SOUTH JERSEY TRUCK REPAIRS FOR VEHICLE COLLISION REPAIRS TO COUNTY TRUCKS ONE (1) TON & GREATER FOR A PERIOD OF ONE (1) YEAR WITH AN OPTION TO EXTEND FOR A ONE (1) TWO YEAR PERIOD, OR TWO (2) ONE YEAR PERIODS, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND MAXIMUM AMOUNT OF \$30,000.00 PER YEAR AS PER BID PD#011-047.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46020 RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MALIA AUTO BODY COLLISION EXPERTS FOR VEHICLE COLLISION REPAIRS TO COUNTY CARS AND LIGHT TRUCKS FOR A PERIOD OF ONE (1) YEAR WITH AN OPTION TO EXTEND FOR A ONE (1) TWO YEAR PERIOD, OR TWO (2) ONE YEAR PERIODS, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND MAXIMUM CONTRACT AMOUNT OF \$30,000.00 PER YEAR, AS PER BID PD#011-043.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46021 RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO US LUMBER & PLYWOOD FOR SUPPLYING VARIOUS BUILDING MATERIALS FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$75,000.00 FOR THE TERM OF ONE YEAR FROM THE DATE OF THE AWARD OF THE CONTRACT WITH THE OPTION TO EXTEND FOR TWO (2) ONE YEAR TERMS OR ONE (1) TWO YEAR TERM.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46022 RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO PATRIOT ROOFING, INC., FOR SUPPLYING OF ALL LABOR AND MATERIALS FOR THE INSTALLATION OF A NEW ROOF AT THE BOARD OF ELECTIONS BUILDING FOR A TOTAL COST OF \$199,000.00 FOR ALL LABOR AND MATERIALS WITH AN ADDITIONAL COST OF \$5.00 PER SQUARE FOOT FOR ANY WET INSULATION DISCOVERED RESULTING IN A CONTRACT FOR A MINIMUM AMOUNT OF ZERO AND A MAXIMUM AMOUNT OF \$250,000.00.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46023 RESOLUTION CONFIRMING THE AWARD OF A CONTRACT WITH JPC GROUP, INC., FOR THE EMERGENCY DEMOLITION AND REMOVAL OF COUNTY BRIDGE 4-E-6, HENDRICKSON MILL ROAD, WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, IN THE AMOUNT OF \$470,600.00, ENGINEERING PROJECT #11-08FA.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila					X
DiMarco		X	X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: Freeholder Larry Wallace stated that he understands that this was an emergency and asked if we will be reimbursed by FEMA. Administrator Bruner stated that we may be reimbursed 75%. Freeholder L. Wallace then asked where the money will go. Administrator Bruner stated that it will go back into general fund.

46024 RESOLUTION AUTHORIZING A USE AGREEMENT WITH RUTGERS, THE STATE UNIVERSITY, THE NEW JERSEY GEOLOGICAL SURVEY, AND THE UNIVERSITY OF DELAWARE-DELAWARE GEOLOGICAL SURVEY FOR A CONTINUOUS COREHOLE AT THE COUNTY'S SWEDSBORO MAINTENANCE YARD AS PART OF THE POTOMAC FORMATION WATER AVAILABILITY STUDY.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila			X		
DiMarco		X	X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

DEPARTMENT OF HEALTH & EDUCATION

**DEPUTY DIRECTOR W. WALLACE
FREEHOLDER CHILA**

46025 RESOLUTION AUTHORIZING AN AGREEMENT WITH FREE FOR ALL, INC., TO OFFER A DISCOUNT PRESCRIPTION DRUG PROGRAM FOR GLOUCESTER COUNTY RESIDENTS COMMENCING SEPTEMBER 15, 2011 THROUGH SEPTEMBER 14, 2012 WITH NO COST TO THE COUNTY.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila		X	X		
DiMarco			X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46026 RESOLUTION AUTHORIZING EXECUTION OF ANY AND ALL DOCUMENTS FOR THE RIGHT TO KNOW GRANT IN THE AMOUNT OF \$10,798.00 FOR THE PERIOD BEGINNING JULY 1, 2011 AND CONCLUDING JUNE 30, 2012.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila		X	X		
DiMarco			X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS**

**FREEHOLDER CHILA
FREEHOLDER DiMARCO**

46027 RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS UNDER THE FY2011 EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT IN THE TOTAL AMOUNT OF \$100,000.00, FOR THE PERIOD OF OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila	X		X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF SOCIAL &
HUMAN SERVICES**

**FREEHOLDER NESTORE
DEPUTY DIRECTOR W. WALLACE**

46028 RESOLUTION TO AMEND ROUND 9 JOB ACCESS AND REVERSE COMMUTE (JARC) GRANT FUNDS FOR THE PERIOD COMMENCING JANUARY 1, 2009 AND CONCLUDING DECEMBER 31, 2011 IN THE AMOUNT OF \$76,406.00.

	Motion	Second	Yes	No	Abstain
Damminger					X
W. Wallace		X	X		
Chila			X		
DiMarco			X		
Simmons			X		
Nestore	X		X		
L. Wallace			X		

Comments: N/A

46029 RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT BY AND BETWEEN THE COUNTY OF GLOUCESTER AND NJ TRANSIT FOR THE LEASING OF ONE VEHICLE TO BE RECEIVED UNDER THE FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5311 GRANT PROGRAM THROUGH THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) OF 2009 (CFDA 20.509 ARRA).

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace		X	X		
Chila			X		
DiMarco			X		
Simmons			X		
Nestore	X		X		
L. Wallace			X		

Comments: N/A

46030 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE CONTRACT BETWEEN VOLUNTEERS OF AMERICA DELAWARE VALLEY, INC. TO INCREASE THE MAXIMUM CONTRACT AMOUNT BY \$100,000.00, WHICH WILL PROVIDE FOR EMERGENCY HOUSING PLACEMENTS.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace		X	X		
Chila			X		
DiMarco			X		
Simmons			X		
Nestore	X		X		
L. Wallace			X		

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER L. WALLACE
FREEHOLDER DIMARCO**

46031 RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS TO OBTAIN AND EXPEND FUNDING FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE FOR THE BODY ARMOR REPLACEMENT PROGRAM IN AN AMOUNT TO BE DETERMINED BY THE FUNDING AGENCY FOR FISCAL YEAR 2011.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace	X		X		

Comments: N/A

46032 RESOLUTION AUTHORIZING AN APPLICATION TO WALMART FOR THE FY12 FACILITY LEVEL- LOCAL COMMUNITY CONTRIBUTION (LCC) GRANT PROGRAM WITH A GRANT PERIOD FROM MARCH 1, 2012 THROUGH FEBRUARY 28, 2013 IN AN AMOUNT TO BE DETERMINED.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace	X		X		

Comments: N/A

46033 RESOLUTION AUTHORIZING STATE CONTRACT A70801 WITH THE INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT, UNIVERSITY OF NORTH FLORIDA, FOR THE TERM JUNE 1, 2011 TO OCTOBER 1, 2011, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM AMOUNT OF \$25,350.00.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace	X		X		

Comments: N/A

46034 RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR AND SHERIFF TO EXECUTE THE GLOUCESTER COUNTY TITLE IV-D REIMBURSEMENT AGREEMENT (RENEWAL) WITH THE NEW JERSEY DIVISION OF FAMILY DEVELOPMENT (DFD) IN AN AMOUNT NOT TO EXCEED \$625,557.56 BEGINNING OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2012.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace	X		X		

Comments: N/A

**DEPARTMENT OF PARKS & LAND
PRESERVATION**

**FREEHOLDER DiMARCO
FREEHOLDER CHILA**

46035 RESOLUTION AUTHORIZING THE ACQUISITION OF A DEVELOPMENT EASEMENT, AND THE SIGNING OF AN AGREEMENT OF SALE AND OTHER DOCUMENTS NECESSARY FOR CLOSING REGARDING SUCH EASEMENT, IN THE FARM PROPERTY OF W.W. HERITAGE SONS, INC., IN THE TOWNSHIP OF HARRISON KNOWN AS BLOCK 20, LOT 1, CONSISTING OF APPROXIMATELY 33.448 ACRES, IN THE AMOUNT OF \$819,476.00 (CERTIFIED AT \$24,500.00 PER ACRE).

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco	X		X		
Simmons					X
Nestore			X		
L. Wallace			X		

Comments: N/A

46036 A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY TO PROVIDE N.J. CLEAN COMMUNITIES GRANT PROGRAM ACTIVITIES AND TRANSFERRING GRANT FUNDS IN THE AMOUNT OF \$107,429.71 TO THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR SAID ACTIVITIES.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46037 RESOLUTION AUTHORIZING AN AMENDMENT TO THE USE AGREEMENT FOR PET SAVERS TO HOST AN EVENT BENEFITING THE GLOUCESTER COUNTY ANIMAL SHELTER AT JAMES G. ATKINSON PARK BY AMENDING THE DATE OF THE EVENT TO SEPTEMBER 18, 2011 WITH A RAIN DATE OF SEPTEMBER 25, 2011.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

Old Business

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: Cody Miller from Washington Twp. thanked the Board for their support for A-9; Lee Lucas from Gibbstown said in regards to A-9 he is not against funds, he is against Affirmative Action. He then thanked the county because the tax rate went down. He thanked the county for their commitment to fiscal discipline. Jessica Gerhardt from Woodbury thanked the Board for A-9. Mr. Bittner from Sewell complained about how his front yard becomes full of water when it rains. He said he has mold in his basement.

CLOSE

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

ADJOURNMENT 8:49 PM

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

MINUTES

7:30 p.m. Wednesday, September 21, 2011

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Damminger	X	
W. Wallace	X	
Chila	X	
DiMarco	X	
Simmons	X	
Nestore	X	
L. Wallace	X	

Also in attendance: Administrator Bruner, Deputy Administrator White, Clerk of the Board DiLella, Chief Counsel Lyons

Changes to the Agenda

Approval of the regular minutes from August 17, 2011.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46041 Proclamation Recognizing Rebecca "Becky" Visalli, 2011 Special Olympics World Games, Gold and Bronze Medalist (To be presented) (W. Wallace).

46042 Presentation by Sheriff Carmel Morina commending Sheriff's Officers Lisa Vernacchio, Kevin Sweeney, Thomas Whitaker, Thomas Accoglio, Deanna Sweeney, Christina Petsch, and Tina Tobin for their quick response to a medical emergency on July 7, 2011 on the 2nd floor of the Justice Complex, whereas they responded in such a way that they revived a DYFS attorney after he was found unconscious in a conference room, and assisted the county EMS squad (to be presented) (Sheriff Morina/Damminger).

46043 Proclamation Honoring Greg and Colleen Armstrong for their dedication and commitment to the members of VFW Post 679 in Glassboro, NJ (previously presented) (Simmons).

REFUNDING BOND ORDINANCE PROVIDING FOR THE REFUNDING OF THE COUNTY'S OUTSTANDING CALLABLE GENERAL OBLIGATION BONDS, SERIES 2004, DATED OCTOBER 1, 2004; AUTHORIZING THE ISSUANCE OF UP TO \$18,500,000 OF GENERAL OBLIGATION REFUNDING BONDS. The purpose of this ordinance is to provide authority for the county to move forward with steps necessary to refinance 2004 General Obligation Bonds and take advantage of lower interest rates. Under current conditions, this refinancing will save the county almost \$600,000 over the life of the bond. *The public hearing is deferred until October 5th, 2011 to ensure adequate notice. The refinancing was unanimously approved by the Local Finance Board meeting, and the resolution adopted in connection therewith will be read into the record at our next meeting before the public hearing.*

	Motion	Second	Yes	No	Abstain
Damminger					
W. Wallace					
Chila					
DiMarco					
Simmons					
Nestore					
L. Wallace					

POSTPONED

PUBLIC HEARING AND ADOPTION OF AN AMENDING ORDINANCE ADDING THE MULTI LEVEL PARKING STRUCTURE LOCATED AT BROAD AND HUNTER STREETS, WOODBURY, TO THE ORDINANCE ESTABLISHING PARKING REGULATIONS AND TOWING PREVIOUSLY ADOPTED ON OCTOBER 3, 2007. An amending ordinance adding the multi level parking structure located at Broad and Hunter Streets, Woodbury, to the Ordinance establishing parking regulations and towing previously adopted on October 3, 2007.

OPEN

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

MOTION TO ADOPT

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

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

OPEN

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
DEPUTY DIRECTOR W. WALLACE

46046 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF LITIGATION ENTITLED WILLIAM FOX, III V. COMCAST CORPORATION, ET AL., DOCKET NO. GLO-L-1021-10. The general nature of the subject to be discussed at said closed meeting shall be the status of pending or anticipated litigation in accordance with N.J.S.A. 10:4-12(b)(7), captioned William Fox, III v. Comcast Corporation, et als., Docket no. GLO-L-1021-10.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46047 RESOLUTION AUTHORIZING AND CONFIRMING THE WORKERS' COMPENSATION SETTLEMENTS OF PHILIP DIESER, CLAIM PETITION NO. 2005-30626, IN THE AMOUNT OF \$490.00; CHRISTINA GASTON, CLAIM PETITION NO. 2009-16694, IN THE AMOUNT OF \$8,213.00; MICHAEL PIZZELLI, CLAIM PETITION NO. 2010-24063, IN THE AMOUNT OF \$2,590.00; AND MARK COOPER, CLAIM PETITION NO. 2010-5177, IN THE AMOUNT OF \$18,098.75. Resolution which will authorize and confirm settlement of the workers' compensation matters of Philip Diesel in the total amount of \$490.00; Christina Gaston in the total amount of \$8,213.00; Michael Pizzelli in the total amount of \$2,590.00; and Mark Cooper in the total amount of \$18,098.75, pursuant to recommendations by the County's workers' compensation attorney.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46048 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE GLOUCESTER COUNTY 2011 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

1. Job Access and Reverse Commute - \$38,203.00

The purpose of these funds will be to further support salary and operating costs in order to provide vocational transportation services to residents of Gloucester County.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46049 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF SEPTEMBER, 2011. The Treasurer of Gloucester County submits the bill list for September for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to the vendors appearing on the list. Checks will be mailed September 22, 2011.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		11-08216
Nestore			X	11-04076	11-07159 11-07336 11-07584 11-06909 11-07884 11-06822 11-07625 11-08216
L. Wallace			X	Pages 37 &38 11-04076 11-08274	11-08216

Comments: N/A

46050 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH DELL-SLG SALES BY \$45,000.00 RESULTING IN A NEW TOTAL CONTRACT AMOUNT NOT TO EXCEED \$395,000.00 FOR THE PURCHASE OF ADDITIONAL NECESSARY COMPUTER EQUIPMENT. Authorizing the execution of an addendum to **Dell SLG Sales**, located at One Dell Way, Round Rock 8, Round Rock Texas 78682, State Contract Number A70256 (Originally passed by Resolution February 16, 2011) to increase the maximum contract amount of \$350,000.00 to 395,000. This additional amount reflects the order of a Dell VM Server for the County Administration Building.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46051 EMERGENCY RESOLUTION TO PROVIDE EMERGENCY FUNDS FOR EXPENSES RELATED TO HURRICAN IRENE PURSUANT TO N.J.S.A. 40A:4-48. This resolution is needed to provide funds for capital expenditures associated with damage caused by Hurricane Irene.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF ECONOMIC
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHILA**

46052 RESOLUTION AUTHORIZING THE APPLICATION FOR THE NJ DEPARTMENT OF STATE, DIVISION OF TRAVEL & TOURISM COOPERATIVE MARKETING GRANT PROGRAM IN THE AMOUNT OF \$3,000.00. This grant would help develop and distribute brochures and advertise special events at Red Bank Battlefield and Ann Whithall House to encourage increased visitation to the site as part of our Gloucester County's tourism action plan. The Gloucester County Board of Chosen Freeholders will provide a 25% cash match of \$750.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46053 RESOLUTION AUTHORIZING A CONTRACT WITH TRIAD ASSOCIATES TO PROVIDE CONSULTING SERVICES FOR VARIOUS GLOUCESTER COUNTY COMMUNITY DEVELOPMENT PROGRAMS EFFECTIVE SEPTEMBER 1, 2011 THROUGH AUGUST 31, 2012 WITH A CONTRACT MAXIMUM OF \$50,000.00. The County of Gloucester is Requesting a Professional Services Contract between the Gloucester County Department of Economic Development and Triad Associates for Planning Consultant Services to the Gloucester County Community Development and HOME Investment Partnership Programs. Term of Agreement commencing September 1, 2011 and terminating August 31, 2012. Amount not to exceed \$50,000.00. This is a Grant funded program.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF HEALTH &
EDUCATION**

**DEPUTY DIRECTOR W. WALLACE
FREEHOLDER CHILA**

46054 RESOLUTION AUTHORIZING AN APPLICATION FOR THE BIO-TERRORISM GRANT IN THE AMOUNT OF \$348,763.00 FOR THE GRANT PERIOD BETWEEN AUGUST 10, 2011 AND AUGUST 09, 2012. These funds will enhance Gloucester County's Health Department ability to prepare and response to terrorism, pandemic influenza and other public health emergencies.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila		X	X		
DiMarco			X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46055 RESOLUTION AUTHORIZING AN APPLICATION FOR THE WIC GRANT IN AN AMOUNT NOT TO EXCEED \$655,200.00 FOR THE GRANT PERIOD BETWEEN OCTOBER 1, 2011 AND SEPTEMBER 30, 2012. This grant provides funding for nutrition, education and vouchers redeemable for nutritious food to lactating women, infants and children.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila		X	X		
DiMarco			X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS**

**FREEHOLDER CHILA
FREEHOLDER DiMARCO**

**DEPARTMENT OF SOCIAL &
HUMAN SERVICES**

**FREEHOLDER NESTORE
DEPUTY DIRECTOR W. WALLACE**

46056 RESOLUTION AUTHORIZING THE ISSUANCE OF REQUEST FOR PROPOSALS PURSUANT TO THE COMPETITIVE CONTRACTING PROVISIONS OF THE NEW JERSEY LOCAL PUBLIC CONTRACTS LAW UNDER N.J.S.A. 40A:11-4.1 ET. SEQ. TO PROVIDE OUTSIDE AGENCY FUNDED SERVICES AS PREPARED BY THE DEPARTMENT OF HUMAN SERVICES. Resolution Authorizing the Request for Proposals for Outside Agency Funding pursuant to Competitive Contracting for Family Intervention Services, Disabled Employment Services, Mental Health Psychiatric Screening Services, Mental Health Case Management Services, Mental Outpatient Services, Child Daycare Services, Shelter Beds for Juveniles in Family Crisis, Family Supportive Counseling Services and Individualized Services (tutoring, job skills training, job sampling, volunteer/community services, personal care, physical assistance, recreation, transportation, and supported employment etc.) for residents enrolled in the State of N.J. Division of Developmental Disabilities "Real Life Choices" Initiative for the Department of Human Services.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace		X	X		
Chila			X		
DiMarco			X		
Simmons			X		
Nestore	X		X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF GOVERNMENT
SERVICES**

**FREEHOLDER L. WALLACE
FREEHOLDER DiMARCO**

**DEPARTMENT OF PARKS & LAND
PRESERVATION**

**FREEHOLDER DiMARCO
FREEHOLDER CHILA**

46057 RESOLUTION AUTHORIZING ACQUISITION OF A DEVELOPMENT EASEMENT, AND THE SIGNING OF AN AGREEMENT OF SALE AND OTHER DOCUMENTS NECESSARY FOR CLOSING REGARDING SUCH EASEMENT, ON THE FARM PROPERTY OF RICHARD P. HOAGLAND AND CINDY HOAGLAND, IN THE TOWNSHIP OF HARRISON KNOWN AS BLOCK 34, LOTS 29, 30, 33, CONSISTING OF APPROXIMATELY 5.385 ACRES, IN THE AMOUNT OF \$98,276.25.00 (CERTIFIED AT \$18,250.00 PER ACRE). This resolution endorses the purchase of the development rights on another of the more than 20 farm parcels that the Office of Land Preservation is attempting to settle over by the end of the year. This resolution deals with the items necessary in order to commence settlement on this property (signing of the agreement of sale, deed of easement, etc.). The property is eligible for a 60% reimbursement for the settlement costs from the State in the County's upcoming Farmland Preservation funding round. Though only 5.385 acres in size the property is immediately adjacent to more than 200-acres of pending and previously preserved farmland and open space, adding to this large contiguous greenway.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46058 RESOLUTION AUTHORIZING ACQUISITION OF A DEVELOPMENT EASEMENT, AND THE SIGNING OF AN AGREEMENT OF SALE AND OTHER DOCUMENTS NECESSARY FOR CLOSING REGARDING SUCH EASEMENT, ON THE FARM PROPERTY OF SANTO J. MACCHERONE, SARA M. LAWALL, AND HELEN M. MACCHERONE A/K/A HELEN M. FARDELLA, IN THE TOWNSHIP OF EAST GREENWICH, KNOWN AS BLOCK 1205, LOT 1, AND IN THE TOWNSHIP OF HARRISON, KNOWN AS BLOCK 45.28, LOTS 2 & 3, CONSISTING OF APPROXIMATELY 77.115 ACRES, IN THE AMOUNT OF \$1,696,530.00 (CERTIFIED AT \$22,000.00 PER ACRE). This resolution endorses the purchase of the development rights on another of the more than 20 farm parcels that the Office of Land Preservation is attempting to settle by the end of the year. This resolution deals with the items necessary in order to commence settlement on this property (signing of the agreement of sale, deed of easement, etc.). The property is eligible for a 60% reimbursement for the settlement costs from the State in the County's upcoming Farmland Preservation funding round. It should be noted that this property is contiguous and/or in close proximity to more than 500-acres of previously preserved farmland. It should also be noted this property had previously received approvals for the construction of 34 single family homes but will now be permanently preserved as farmland.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

Old Business

New Business

- Freeholder L. Wallace commented about a fiscal impact statement. He stated that he submitted an agenda request in February with 11 items on transparency and the Board passed 8 of them. He stated that we should already have this because the public has the right to know the short and long compact. He then said that he thought this was the easiest of the items he asked for and would like to know why it's being declined.
- Freeholder Director Damminger said because it could result in the need to bring more accountants on board.
- Freeholder L. Wallace said he is willing to discuss this and vote on it.
- Administrator Bruner said the fiscal impact statement is the budget in which the Board of Chosen Freeholders controls the tax rate and is approved by the Freeholders each year. He said capital items are approved on the capital budget. 95% of resolutions tie back to the budget. He also stated that the State of New Jersey pays pension not the Freeholder Board.
- Freeholder L. Wallace said he received the same response and that the cost for bonds are not included. He then asked what is there to hide and what do we have to fear. He said he is willing to modify.
- Freeholder L. Wallace then made a motion

MOTION TO INCLUDE A FINANCIAL IMPACT STATEMENT ON EVERY RESOLUTION THAT COMES BEFORE THE BOARD.

	Motion	Second	Yes	No	Abstain
Damminger				X	
W. Wallace				X	
Chila				X	
DiMarco				X	
Simmons				X	
Nestore		X	X		
L. Wallace	X		X		

Comments:

- Freeholder Simmons stated that she is resentful that Freeholder L. Wallace said that the Board had something to hide.
- Freeholder W. Wallace also stated that he is shocked that Freeholder L. Wallace would bring a resolution up on the floor being as we have not read it.
- Freeholder L. Wallace said he must bring it up because his agenda items were not brought up because the Director denied.
- Freeholder Director Damminger said he sent him a memo and did not receive a response. Director Damminger said if L. Wallace is so sincere then he should have replied. The Director then stated that he will not support a know it all.

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

OPEN

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila				X	
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace				X	

Comments: N/A

ADJOURNMENT 8:35 PM

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

P1

Gloucester County

Board of Chosen Freeholders
Proclamation

~ In Honor of All Veterans ~
*Dedication of Clements Bridge Road, Deptford, New Jersey
Being Designated as Veterans Memorial Highway
October 22, 2011*

WHEREAS, on behalf of our Veterans the Deptford Township Mayor and Council Members have placed a monument on Clements Bridge Road in Deptford, New Jersey which will now be known as the Veterans Memorial Highway. The ceremony will take place in the center median at 1750 Clements Bridge Road, Deptford, New Jersey dedicating Clements Bridge Road as Veterans Memorial Highway at 9:00 am on Saturday, October 22, 2011; and

WHEREAS, Clements Bridge Road holds a very important part of our countries' history when Jonas Cattell warned the soldiers at Fort Mercer that the Hessians would be marching from Haddonfield, New Jersey on October 22, 1777 to attack Fort Mercer; and

WHEREAS, the Hessians marched up Clements Bridge Road to Caulfield Avenue on the way to Fort Mercer and the warning from Jonas Cattell helped the American Patriots defeat the Hessians in this battle; and

WHEREAS, in paying tribute to the sacrifices and brave services that the members of our Armed Forces of the United States who have served, particularly those members who reside in Southern New Jersey, the Gloucester County Board of Chosen Freeholders congratulates Deptford Township in honoring the Veterans in their dedication of Clements Bridge Road to the Veterans Memorial Highway; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2011 Gloucester County Board of Chosen Freeholders, Warren S. Wallace, Giuseppe (Joe) Chila, Frank J. DiMarco, Vincent H. Nestore, Jr., Heather Simmons and Larry Wallace do hereby recognize this dedication of Clements Bridge Road in the Township of Deptford being designated as Veterans Memorial Highway in honor of all Veterans on this momentous occasion.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 22nd day of October, 2011.

Robert M. Damming
Freeholder Director

Warren S. Wallace
Freeholder Deputy Director

Giuseppe (Joe) Chila
Freeholder

Frank J. DiMarco
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Larry Wallace
Freeholder

Attest:

Robert N. DiLella, Clerk of the Board

**RECOGNIZING THE GLOUCESTER COUNTY NAACP BRANCH 2345
FREEDOM FUND DINNER & IMAGE AWARDS – 2011 SHINING STARS**

WHEREAS, founded in 1909, the NAACP is the nation's oldest and largest civil rights organization from the ballot box to the classroom, the thousands of dedicated workers, organizers, leaders and members who make up the NAACP continue to fight for social justice for all Americans; and

WHEREAS, in recognition of those individuals and organizations who perpetuate the mission of the National Association for the Advancement of Colored People to ensure the political, educational, social, and economic equality of rights of all persons and to eliminate race-based discrimination; and to enhance the vision to ensure a society in which all individuals have equal rights without discrimination based on race have selected the Image Award – 2011 “Shining Stars” recipients; and

WHEREAS, the 2011 Gloucester County NAACP Branch 2345 Freedom Fund Image Award 2011 “Shining Stars” recipients are the Marcie Johnson – Irene Hill Smith Activist Award; Evangeline Banks – Volunteerism Award; Louis Butler – Law Enforcement; Gwen Bair - WalMart – Corporate Award; Melvin Allen – Education Award; Charles Tyson – Entrepreneur Award; Rev. Dr. William King – Medical Service Award; Dominique Banks – Outstanding Youth Award; and the President's Award Honorees, Robert Bumpus, Marjorie Glick and Phillip S. Warner, Sr.; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2011 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Frank J. DiMarco, Vincent H. Nestore, Jr., Heather Simmons, Larry Wallace, and Warren S. Wallace, do hereby recognize the 2011 Gloucester County NAACP Branch 2345 and the Freedom Fund Image Award “2011 Shining Stars” recipients in their role to perpetuate social justice for all Gloucester County residents; and

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 9th day of October 2011.

*Robert M. Damming
Freeholder Director*

*Warren S. Wallace
Freeholder Deputy Director*

*Giuseppe “Joe” Chila
Freeholder*

*Frank J. DiMarco
Freeholder*

*Vincent H. Nestore, Jr.
Freeholder*

*Heather Simmons
Freeholder*

*Larry Wallace
Freeholder*

ATTEST:

Robert N. DiLella, Clerk

Gloucester County

Board of Chosen Freeholders

Proclamation

RECOGNIZING BARBARA HOFFMAN GLOUCESTER COUNTY 2011 OUTSTANDING SENIOR VOLUNTEER

WHEREAS, Gloucester County has a history marked by the service of volunteers as selfless individuals from all walks of life have served each other and is dedicated to making tomorrow better in that volunteers can connect with local community service opportunities and give of oneself in service as Barbara Hoffman, 2011 Outstanding Senior Volunteer for Gloucester County; and

WHEREAS, Volunteers are the lifeblood of our schools, shelters, hospitals, and faith-based community making a real and lasting impact on the lives of our Gloucester County residents;

WHEREAS, Barbara Hoffman is described as a quiet volunteer giving much of herself to others in that Barbara Hoffman, and her husband, were one of the first to deliver Meals-on-Wheels and since his passing has continued in delivering meals for 30 years; and

WHEREAS, Barbara Hoffman, a West Deptford resident, also volunteers at St. Paul's United Methodist Church in Thorofare, is the Treasurer for The Anchors Sunday School Class, works several food banks in Glassboro, Paulsboro and Camden and in addition is very active in the "Family Promise" Program which helps homeless families; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2011 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Frank J. DiMarco, Vincent H. Nestore, Jr., Heather Simmons, Larry Wallace, and Warren S. Wallace, do hereby recognize and congratulate **Barbara Hoffman** as **"2011 OUTSTANDING SENIOR VOLUNTEER FOR GLOUCESTER COUNTY; and**

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 20th day of October, 2011.

Robert M. Damming
Freeholder Director

Warren S. Wallace
Freeholder Deputy Director

Giuseppe (Joe) Chila
Freeholder

Frank J. DiMarco
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Larry Wallace
Freeholder

ATTEST:

Robert N. DiLella, Clerk

PROCLAIMING OCTOBER AS DISABILITIES AWARENESS MONTH

WHEREAS, Gloucester County recognizes and supports the rights of citizens with disabilities to participate in all phases of society and by recognition of their accomplishments our citizens with disabilities have proven that "disabled does not mean unable" to acquire a quality of life in Gloucester County; and

WHEREAS, Gloucester County Office of Disability Services continuously seeks to establish improved services in the area of accessibility, affordable housing, education and job training, assistance care, affordable medical care, legal assistance, recreation and social activities; and

WHEREAS, Gloucester County is pleased in the valuable role of Road Runner Café at Gloucester County College with Joanie DePaul, Manager and Cara Foy, Assistant Manager in employing young adults with disabilities and introduces them to the retail job market while teaching skills to succeed in that the Road Runner Café offers young people with disabilities the opportunity to learn on-the-job social skills, the steps involved in operating a store, earn income, attend college classes, build resumes and prepare for independent living;

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2011 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Frank J. DiMarco, Vincent H. Nestore, Jr. , Heather Simmons, Larry Wallace, and Warren S. Wallace, do hereby recognize Roadrunner Café for the services provided to Gloucester County residents with disabilities and proclaim **OCTOBER as DISABILITIES AWARENESS MONTH.**

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 17th day of October, 2011.

Robert M. Damming
Freeholder Director

Warren S. Wallace
Freeholder Deputy Director

Giuseppe (Joe) Chila
Freeholder

Frank J. DiMarco
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Larry Wallace
Freeholder

ATTEST:

Robert N. DiLella, Clerk

AI

**RESOLUTION AUTHORIZING SETTLEMENT IN REGARD
TO THE COUNTY OF GLOUCESTER'S STATUTORY
WORKERS' COMPENSATION LIEN IN THE MATTER
OF WILLIAM FOX, III, ET ALS. v. COMCAST CORP., ET ALS.**

WHEREAS, a Workers' Compensation lien has been asserted by the County of Gloucester against William Fox, III, relative to litigation entitled William Fox, III, et als. v. Comcast Corporation, et als., Docket No. GLO-L-1021-10; and

WHEREAS, defendant Comcast has offered \$18,000.00 to resolve the claims of William Fox, III; and

WHEREAS, statutorily the County is entitled to two-thirds of the net settlement proceeds; and

WHEREAS, County Counsel has suggested that a compromise of the County's lien be approved, reducing the County's entitlement from \$8,947.80 to \$4,473.90, based on the difficulty of prevailing if the matter proceeds to jury trial.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that a compromise of the County's Workers' Compensation lien in the amount of \$4,473.90 in the matter of the William Fox, III, et als. v. Comcast Corporation, et als., Docket No. GLO-L-1021-10, is hereby authorized and approved.

BE IT FURTHER RESOLVED that there will be no additional offset of any permanency award.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on October 19, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DI LELLA,
CLERK OF THE BOARD**

A2

**RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE INTO THE GLOUCESTER COUNTY 2011 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 2011 as follows:

- (1) The sum of **\$4,323.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety, to be appropriated under the caption of *New Jersey Department of Law and Public Safety Bulletproof Vest Partnership - Other Expenses*;
- (2) The sum of **\$348,763.00**, which item is now available as a revenue from the New Jersey Department of Health and Senior Services Local Core Capacity for Public Health Emergency Preparedness Grant, to be appropriated under the caption of *New Jersey Department of Health and Senior Services Local Core Capacity for Public Health Emergency Preparedness Grant - Other Expenses*;
- (3) The sum of **\$655,200.00**, which item is now available as a revenue from the New Jersey Department of Health and Senior Services Women, Infants and Children Services to be appropriated under the caption of *New Jersey Department of Health and Senior Services Women, Infants and Children Grant - Other Expenses*;

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on October 19, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DILELLA,
CLERK OF THE BOARD**

A3

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF OCTOBER, 2011**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending October 17, 2011; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending October 17, 2011.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending October 17, 2011, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list; and

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending October 17, 2011, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 19, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DILELLA,
CLERK OF THE BOARD**

B1

**RESOLUTION AUTHORIZING THE ADOPTION OF THE GLOUCESTER COUNTY
MICRO-ENTERPRISE REVOLVING LOAN FUND (RLF) PROGRAM POLICY AND
ESTABLISHING THE RLF LOAN REVIEW COMMITTEE**

WHEREAS, the Department of Economic Development has responsibility and is in charge of Community Development Block Grant funding; and

WHEREAS, the Gloucester County Board of Chosen Freeholders and the Department of Economic Development believes it is in the best interest of the County to promote small business by setting aside a certain sum of federal Community Development Block funding to encourage small business development within the County; and

WHEREAS, the Gloucester County Micro-Enterprise Revolving Loan Fund as established by the Board of Chosen Freeholders is required, by law, to follow the rules and regulations as set forth by the Department of Housing and Urban Development; and

WHEREAS, certain policies, procedures and guidelines have been established for the implementation of the program and are appropriate to the purpose of the program; and

WHEREAS, the establishment of a loan review committee serves for the oversight of the program and the inclusion of certain personnel including the Director of Economic Development, a representative from the Department of County Treasury to be designated by the Treasurer and a lender's representative selected by the lender will serve as the Loan Review Committee.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Program Policy for implementation of the Gloucester County Micro-Enterprise Revolving Loan Fund has been review and accepted and the Loan Review Committee has been duly established.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, October 19, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B2

RESOLUTION AUTHORIZING THE COUNTY TO APPROVE A CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT, IN THE AMOUNT OF \$3,586,705 BEGINNING JULY 1, 2011 THROUGH JUNE 30, 2012

WHEREAS, The County of Gloucester, a designated workforce area, pursuant to the Workforce Investment Act of 1998 has a need to provide employment and training services to individuals in various disciplines; and

WHEREAS, the County of Gloucester has designated the Department of Economic Development, Division of Workforce Development as the One-Stop Operator, to deliver employment and training assistance through "Core, Intensive and Training" services; and

WHEREAS, applicable funds have been appropriated for this purpose; and

WHEREAS, the County of Gloucester has been designated as the Grant Recipient for the purposes "Core, Intensive and Training" services for the following estimated funds for the grant period July 1, 2011 to June 30, 2012;

WIA Adult	\$ 411,452
WIA Youth	\$ 521,754
WIA Dislocated Worker	\$ 669,995
Work First NJ	\$1,897,084
Workforce Learning Link	\$ 80,000
SMART STEPS	\$ 6,420
Total	\$3,586,705

WHEREAS, the amount of **\$3,586,705** represents funds received from the State of New Jersey during PY' 2011, to be utilized by Gloucester County to enhance services to County residents; and

WHEREAS, the purpose of the Contract is to accept the aforesaid funds in accordance with the previously approved Workforce Investment Area Five-Year Plan; and

WHEREAS, the County of Gloucester-Department of Economic Development is cognizant of the conditions that are imposed by the carrying out of the Workforce Investment Act activities with Federal financial assistance.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board are hereby authorized to executed the Contract and any other pertinent documents between the County of Gloucester and the New Jersey Department of Labor for the grant period July 1, 2011 through June 30, 2012.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, October 19, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

Standard Assurances and Certifications

B2

ASSURANCES AND CERTIFICATIONS

The Department of Labor and Workforce Development will not award a grant where the Grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement the Grantee hereby certifies and assures that it will fully comply with the following:

- 1) Assurances-Non-Construction Programs (SF 424 B)
- 2) Debarment and Suspension Certification (29 CFR Part 98)
- 3) Certification Regarding Lobbying (29 CFR Part 93)
- 4) Drug Free Workplace Certification (29 CFR Part 98)
- 5) Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

By signing the agreement the Grantee is providing the above assurances and certifications as detailed below:

1) ASSURANCES-NON-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

- A) Has the legal authority to apply for federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B) Will give the LWD, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting principles or agency directives or LWD directives.
- C) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D) Will initiate and complete the work within the applicable time frame after receipt of approval from LWD.
- E) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- F) Will comply with all Federal statutes relating to non discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101, et seq. (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801, et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other non discrimination statute(s) which may apply to the application.

- G) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq. (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- H) Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- I) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C 327-333), regarding labor standards for federally assisted construction sub-agreements.
- J) Will comply, if applicable, with Flood Insurance Purchase Requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001, et seq. (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- K) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. 4321, et seq. (P. L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended, 42 U.S.C. 300f, et seq. (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531, et seq. (P.L. 93-205).
- L) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- M) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1, et seq.).
- N) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- O) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, (7 U.S.C. 2131, et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- P) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- Q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- R) Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.
- S) Will comply with the Federal Transparency Act requiring recipients and sub-recipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to LWD as a condition of receiving a federal grant or award.

2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- A) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency or the State of New Jersey.
- B) Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
- D) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant or contract.

3) CERTIFICATION REGARDING LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82, for the persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, that applicant certifies that:

The undersigned (i.e. Grantee signatory) certifies, to the best of his or her knowledge and belief, that:

- A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant loan or cooperative agreement.
- B) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees as defined at 34 CFR Part 85, Sections 85.605 and 85.610.

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B) Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- D) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- E) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
- G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A), B), C), D), E) and F).

5) NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from LWD, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
- B) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- E) Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities (businesses) to provide "reasonable accommodation" to persons with disabilities.

6) LIABILITY

This Agreement is subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act N.J.S.A. 59:11-1, et seq. and the availability of appropriations.

The State of New Jersey does not carry any public liability insurance, but the liability of the State of tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The Act also creates a special self-insurance fund and provides for payment of claims against the State of New Jersey or against its employees for tort claims arising out of the performance of their duties for which the State is obligated to indemnify.

The Contractor/Grantee shall defend, protect, hold harmless and indemnify LWD from all liabilities arising out of a contract/grant matter, which the Contractor/Grantee or its Subcontractors has been negligent.

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, county, state, zip code)

**Gloucester County Department of Economic Development
115 Budd Boulevard
West Deptford, New Jersey 08096**

**Gloucester County/Thorofare One-Stop Career Center
215 Crown Point Road
Thorofare, New Jersey 08086**

Check () if there are workplaces on file that are not identified

The following are hereby designated:

1. Fiscal Agent (as defined by the Workforce Investment Act at Sections 117 and 118 and in related regulations at 661.350 (a)):

**County of Gloucester
County Court House
PO Box 337
Woodbury, New Jersey 08096**

2. One-Stop Operator (as defined by the Workforce Investment Act at Sections 101, 117 and 121 and in related regulations at 662.410):

**Lisa Morina, Director
Gloucester County Department of Economic Development
115 Budd Boulevard
West Deptford, New Jersey 08096**

3. Workforce point of contact (as designated by the signee to be the contact point for the State of New Jersey for purpose of communication):

**Joseph Frattali, Director
Workforce Investment Board
115 Budd Boulevard
West Deptford, New Jersey 08096**

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications. I further certify that as the duly authorized representative, I retain the authority to accept funds and participate in the related programs with the agreement of the jurisdiction. The information provided below and the information provided herein, accurately reflect the desires and wishes regarding the use of these funds within this jurisdiction consistent with the requirements of the funding sources and our intent. Further, with my affixed signature, our jurisdiction agrees to follow and be responsive to the rules, laws, policies and plans developed by the Federal and State governments related to the funds included in this agreement and require all subgrantees under this agreement to agree to same.

Printed Name and Title: Robert M. Damminger
Freeholder Director

Signature

Date

General Provisions

DEFINITIONS

For the purpose of this document, the following definitions apply:

- Grantor is defined as the New Jersey Department of Labor and Workforce Development which is also referred to as the "Department."
- Contractor/Grantee is defined as any agency, organization or individual in direct receipt of funds by written instrument from the Department.
- Subcontractor/Sub-grantee is defined as any agency, organization or individual in direct receipt of funds by written instrument from a Contractor/Grantee.
- Program Exit is defined as a participant having either been designated by the local area as such or who has not received a service funded by the program or funded by a partner program for 90 consecutive calendar days and is not scheduled for future services.
- Number served is those participants who are registered and receiving services.
- Definitions for financial terms below are derived from the **One-Stop Comprehensive Financial Management Technical Assistance Guide**. This document may be found on the Internet at http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf. The financial definitions below shall be those used in review and audit of related processes and systems. Local area records must conform with the definitions of the following terms from that document:
 - Obligations are defined as *the amounts of orders placed, contracts and subgrants awarded, goods and services received, and similar transactions during a given period that will require payment by the grantee.*
 - Expenditures/Outlays are defined as *charges made to the project or program. They may be reported on a cash or accrual basis. For reports prepared on a cash basis, outlays are the sum of actual cash disbursement for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the amount of cash advances and payments made to contractors and subgrantees. For reports prepared on an accrued expenditure basis, outlays are the sum of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the new increase(or decrease) in the amounts owed by the grantee for goods and other property received, for services performed by employees, contractors, subgrantees, subcontractors and other payees and other amounts becoming owed under programs for which no current services or performance are required, such as annuities, insurance claims and other benefit programs. Quarterly reports shall be prepared on the accrual basis.*
 - Administration is defined as *the allocable portion of the costs for support services and not related to the direct provision of workforce investment services, including services to participants and employers. Administrative functions are specified to include the following:*
 - *General administrative functions such as accounting, financial and cash management, procurement, property management, personnel management, and payroll*

- *Audit functions and those duties associated with coordinating the resolution of findings originating from audits, monitoring, incident reports, or other investigations*
- *General legal services*
- *Goods and services used for administrative functions*
- *Developing systems, including information systems, related to administrative functions*
- *The cost of awards made to subrecipient or vendor organizations for administrative services of the awarding agency (e.g. payroll service for staff or clients)*

Administrative costs are accumulated and reported only by State and local boards, direct recipients (i.e. the State or Title ID grantee), the local grant recipient or subrecipient, the fiscal agent for a local area and the One-Stop Operator. If the local area makes an award to a vendor for an administrative function such as developing a procurement system, then the vendor costs are classified as administrative. With the exception of the aforementioned type of administrative contract, all awards to vendors and subrecipients are considered program costs and would be reported in the program cost category.

- *Accrued Expenditure are defined as the charges incurred by the grantee during a given period requiring the provision of funds for (1) goods and other tangible property received; (2) services performed by employees, contractors, subgrantees, subcontractors and other payees; and (3) other amounts becoming owed (by the grantee) under programs for which no current services or performance are required, such as annuities, insurance claims, and other benefits.*

The Department retains the right to examine all costs to determine appropriateness of the charge to a category. The Contractor/Grantee is responsible for ensuring that all efforts are made to ensure that administrative costs are kept to a minimum not to exceed the limits established by federal law, rules or policies.

1) SPECIAL GRANT CONDITIONS FOR "HIGH RISK" GRANTEES

A) A Grantee may be considered "high risk" if the Department determines that a Grantee:

- 1) Has a history of unsatisfactory performance;
- 2) Is not financially stable;
- 3) Has a financial management system which does not meet the standards set forth in Section 2;
- 4) Has not conformed to terms and conditions of previous awards;
- 5) Is otherwise not responsible; and
- 6) The Department determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.

B) Special conditions or restrictions may include:

- 1) Payment on a reimbursement basis;
- 2) Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
- 3) Requiring additional, more detailed financial reports;
- 4) Additional project monitoring;
- 5) Requiring the Grantee to obtain technical or management assistance; and
- 6) Establishing additional prior approvals.

C) If the Department decides to impose such conditions, the Department will notify the Grantee as soon as possible, in writing, of:

- 1) The nature of the special conditions/restrictions;
- 2) The reason(s) for imposing the special conditions;
- 3) The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions; and
- 4) The method of requesting reconsideration of the conditions/restrictions imposed.

2) FINANCIAL MANAGEMENT SYSTEM

A) The Grantee shall be responsible for maintaining an adequate financial management system and will immediately notify the Department when the Grantee cannot comply with the requirements established in this Section of the grant.

- B) The Grantee's financial management system shall provide for:
- 1) Financial Reporting:
Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant and such format is to be on an accrual basis unless otherwise approved by LWD;
 - 2) Accounting Records:
Records that adequately identify the source and application of funds for Department supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income;
 - 3) Internal Control:
Effective internal and accounting controls over all funds, property and other assets. The Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes;
 - 4) Budget Control:
Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by the Department;
 - 5) Allowable Cost:
Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and State requirements;
 - 6) Source Documentation:
Accounting records that are supported by source documentation; and
 - 7) Cash Management:
Procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department.
- C) The Department may require the submission of a "Statement of Adequacy of the Accounting System," as provided in Chapter II-2 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.
- D) The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the Department upon written notice to the Grantee, until such time as the system meets with Department approval.
- E) The Department requires that the Grantee/Contractor develop/maintain a documented financial management system that is committed to a document and conforms to applicable federal, state laws and generally accepted accounting principles.
- F) The Grantee/Contractor shall develop/maintain a cost allocation/resource sharing plan regarding the resources developed to the One-Stop consistent with requirements set forth in appropriate laws, regulations and the **One-Stop Comprehensive Financial Management Technical Assistance Guide** as published by the United States Department of Labor and available at http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf.

3) ALLOWABLE COSTS

Funds expended in this project shall be those as stated in the Agreement for the purposes and functions outlined, unless changed by an approved modification. The Contractor/Grantee shall be entitled only to reimbursement for actual expenses incurred or obligated during the contract/grant period or during an approved extension agreed upon by the Contractor/Grantee and the Department, and only in the amount specified in the Agreement. All obligations shall be liquidated within three months of the completion of the contract period or an approved extension.

It is the intent of the state that all funds be used in a unified and integrated manner in order to provide seamless service delivery, and not to create duplication and multiple administrative entities within the same organization.

No funds under this contract may be used for purposes other than employment and To Work related activities. These funds may not be used to supplement nor supplant services funded through other efforts. These funds cannot be used to duplicate services and staff being funded under other efforts.

No funding under this agreement can be used to provide for bonuses or other payments above and beyond legitimate wages, salaries or any other form of compensation.

The state requires each local area to maintain a goal of a minimum of 50% of all funds to be used for direct client training contracts. Direct training costs are the costs associated with the actual provision of training as opposed to the capacity building costs associated with the development of training capabilities or curriculums. Although this is not an exhaustive list, direct training costs may include the following: in house training staff; classroom space including labs or other facilities used for training purposes; books, materials and supplies used in training, including specialized equipment. Direct training costs must be allowable under the applicable federal or state OMB circular.

Should any funds under this agreement be used for the purpose of satisfying any Contractor/Grantee or subcontractor indirect costs, it is the sole responsibility of the contractor/Grantee to provide documentation substantiating such cost. The Department retains the right to question this or any other costs charged to this grant or contract.

There is an \$8,000 average cost ceiling per customer who is exited from each program area (Adult, Dislocated Worker, Youth) with a positive result.

There is a \$6,000 average cost ceiling per customer served under each program area (Adult, Dislocated Worker, Youth), excluding customers carried-in from the previous program year.

Should any Contractor/Grantee under this agreement need to renegotiate the average cost ceiling per customer under this agreement, it shall be incumbent upon the Contractor/Grantee to provide legitimate justification that includes the specific training cost of the service provide; a summary of purpose of the specific efforts that have resulted in such a request, including a discussion of its procurement, effectiveness and efficiency; the costs of associated staff of the effort; and, the basis for the request. The Grantor shall consider such requests only upon the receipt of such and may require additional information in order to make an appropriate decision.

All data pertaining to clients served under this agreement must be included in America's One-Stop Operating System (AOSOS). Costs related to clients not registered and/or reported in AOSOS may be disallowed.

All clients must be exited by the 90th day following the last receipt of service. Beginning July 1, 2005, LWD will exit any client who does not exit within this time frame.

Contractors/Grantees who are government or non-profit organizations must comply with federal cost principles as established in OMB Circulars A-87, A-21, or A-122. These circulars establish government wide cost principles, including a requirement that salaries and wages charged to this contract be supported by personnel activity reports.

The Department does not provide funding that should be intended as working capital. Funds received are for the sole intent of the contracted program. Funds from any agreement must be used in the manner agreed upon within the agreement. Any changes in intent or use must be approved by the department.

Interest earned from any funds included in this agreement must be used consistent with the agreement and with the applicable laws, rules and policies associated with the funding source which resulted in the interest. Further, any interest earned must be reported consistent with program income.

Each Contractor/Grantee shall have a written policy regarding the subject of leave accounting. Such policies must be consistent with policies of the Grant Recipient and must be available for the Department to review. The Department retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each Contractor/Grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. The Department retains the right to determine whether costs/rates within this category are excessive.

Each Contractor/Grantee shall have a written policy regarding severance pay. Such policies must be consistent with policies of the Grant Recipient and must be available for review by the Department. The Department retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each Contractor/Grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. The Department retains the right to determine whether costs/rates within this category are excessive.

Each Contractor/Grantee shall establish a written policy to address the provision of personnel benefits paid, incurred or purchased under this agreement. Costs associated with personnel benefits should be consistent with the developed policy and should apply to the Contractor/Grantee and its subgrantees where appropriate. The Department retains the right to determine whether costs/rates within this category are excessive.

Contractors/Grantees must ensure that costs related to meetings, entertainment, meals, graduations and celebrations are appropriate and of a de minimis amount. Each Contractor/Grantee must establish written policies consistent with that of the Grant Recipient. The Department retains the right to assess such policy for their potential impact on service provision and require changes to ensure such activities may not be impacted by local policies. Each Contractor/Grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. The Department retains the right to determine whether costs/rates within this category are excessive.

Funds used under this grant must be used for the benefit of the program and its clients. Contractors/Grantees may not use resources from this agreement to benefit the results of non-applicable programs, the application for grants under non-applicable programs, nor employment under non-applicable programs. Contractors/Grantees using funds in such manner may have these costs disallowed. Contractors/Grantees shall establish policies on a local level to ensure that, where appropriate, similar requirements apply.

No wages under this agreement, whether for full time or part-time work, may exceed the federally imposed limit as set forth in Public Law 109-234 and/or any limits established through applicable law, regulation or order by the State of New Jersey. This establishes a cap for not only annual wages, but should be pro-rated to ensure that hourly, weekly, monthly or any wages either wholly or partially funded under this agreement do not exceed the allowed amount on that basis either. Any costs above the total or pro-rated amount may be the basis for a disallowed cost for the entirety of the amount, not just any excessive amount. Each contractor/Grantee has the responsibility to ensure that no subgrantees violate this cap and that any violation on that basis is similarly disallowed.

The Department reserves the right to cap and deny any requests associate with Indirect Funds. It is incumbent upon the Contractor/Grantee to provide sufficient documentation regarding such requests including documentation of its development and components.

4) MATCHING AND COST SHARING

The Grantee shall be required to account to the satisfaction of the Department for matching and cost sharing requirements of the grant in accordance with Federal and State requirements.

5) PROGRAM INCOME

Program income shall be defined as gross income earned by the Grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

- A) If a Grantee receives interest earned of \$250 or more in a fiscal year on advances of grant funds, see Chapter II-7-3 of the ***One-Stop Comprehensive Financial Management Technical Assistance Guide***.
- B) Unless the grant provides otherwise, the Grantee shall have no obligation to the Department with respect to royalties received as a result of copyrights or patents produced under the grant.

- C) All other program income earned during the grant period shall be retained by the Grantee and used in accordance with Chapter II-7 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

6) PRICE WARRANTY

Contractor/Grantee warrants that the prices agreed upon are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. Contractor/Grantee extends the same terms and conditions as extended to its most favored customers and final price includes all common reductions for discounts, rebates or other incentives. All goods procured under this contract shall be name brand, first quality, new parts, unless otherwise specified.

7) PAYMENT METHOD

A) Payments to the Contractor/Grantee or on behalf of the Contractor/Grantee shall be issued only after the Agreement has been signed and agreed to by both parties. The Contractor/Grantee will provide sufficient documentation that action has been taken to carry out the terms and conditions of the Agreement. Upon receipt of the requisite financial and narrative reports and other forms or reports required by the Grantor and upon appropriate certification by the Chief financial Officer of the Department or his designee, the Grantor will pay the Contractor/Grantee the contracted amount.

B) The following is required to be submitted in a form satisfactory to the Department. At its discretion, the Department may request additional reports.

Payment Voucher (Form PV 6/93) or similar form approved by the department – This form will be submitted to the department, with supporting documentation, that the contracted services are operational and will continue to be for the length specified in the Agreement.

8) REPORTING REQUIREMENTS

Contractor/Grantee agrees to provide all reports specified in this Agreement within the established timeframe and to the satisfaction of the LWD. All records must be current and reflective of actual events to ensure that reports may be timely and provide an actual depiction of ongoing activities. Contractors/Grantees are responsible for ensuring that reports are based upon current data.

9) MONITORING, EVALUATION AND AUDIT

A) The Contractor/Grantee agrees to cooperate with any monitoring, evaluation, and/or audit conducted by the Grantor or their designees and authorized agents.

B) The Contractor/Grantee will maintain its records and accounts in such a way as to facilitate the preparation of financial statements in accordance with generally accepted accounting principles and the audits thereof and ensure that Subcontractors/Sub-grantees also maintain records in the same manner. The Contractor/Grantee is responsible for any disallowed costs as determined by the department including those of its subcontractors.

C) Contractors/Grantees who are governmental or non-profit organizations and receive over \$500,000 in either state or federal funds agree to have an audit conducted which meets the requirements of the Single Audit Act (United States Code Chapter 75 of Title 31), and Federal OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Audits must also conform with NJ OMB Circular Letter 04-04 "Single Audit Policy For Recipients of Federal Grants, State Grants and State Aid."

Government and non-profit organizations receiving more than \$100,000 in combination of state and federal funds agree to have a financial audit in accordance with Government Auditing Standards (Yellow Book Standards)

1) To meet these requirements, the Contractor/Grantee's audit reports must include the auditor opinion on the Contractor/Grantee's compliance with the material terms and conditions of State grant agreements, State Aid programs, and applicable laws and regulations.

2) Contractor/Grantee audit reports must contain a supplemental schedule of the entity's State grant and State Aid financial assistance programs. This schedule must show for each program:

- State Grantor Organization;
- Program Title;
- State Account Number;
- Program Account; and
- Total Disbursements.

D) Contractors/Grantees who are for-profit companies and receive \$100,000 in either State or Federal funds agree to have an independent audit which includes one of the following:

A grant specific audit in accordance with Government Auditing Standards (Yellow Book); or, a financial audit report conducted under generally accepted auditing standards which includes a separate report on compliance with contractual provisions; or, a special report applying agreed upon procedures including but not limited to reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract; review of the training records which substantiate training was completed in accordance with the contracts.

The department's Chief Financial Officer reserves the right to accept alternate assurances of Contractor/Grantee compliance in the event an independent audit can not be provided.

E) The department reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of the department.

F) Contractors/Grantees agree to provide full access to their books and records and to any audit or review of financial and compliance requirements of the department.

G) The department reserves the right to require plans for audit resolution. The department further retains the right to implement steps towards such resolution should the Contractor/Grantee fail to be responsive and a need to institute collection is warranted. Such action on the part of the department shall include prior notice and include opportunity for appeal.

H) Contractors/Grantees agree to require that all subgrantees whose receipt of funds under this agreement meet or exceed levels, regardless of whether it be through a single or multiple agreements, required for Contractor/Grantee independent audit, shall provide an independent audit consistent with the requirements established herein for the Contractor/Grantee.

I) Contractor/Grantee agrees to monitor its subgrantees. Such monitoring shall include review of program, financial and performance for all efforts. Entities receiving awards of \$50,000 a year, whether through one or multiple agreements, must be monitored annually. A schedule for all monitoring shall be developed and available upon request. Monitoring tools shall be used and a record of such efforts must be retained. In any event of a monitoring finding or recommendation, the Contractor/Grantee is responsible for communicating such to the applicable body in a timely manner and require, document and follow-up on related actions.

J) The contractor/Grantee must maintain records in support of the cost allocation/resource sharing plan discussed under Section 2. These records must be auditable and consistent with the plan.

10) COMPLAINTS, GRIEVANCES and APPEALS

All Contractors/Grantees must promulgate a written policy regarding Complaints, Grievances and Appeals. The process must be written in a manner that is clear and understandable. The information must be provided to all customers, communicated in a manner in which they may understand, be consistent with, at a minimum all federal and state requirements, offer the opportunity for appeal and establish reasonable timeframes for response. All Contractors/Grantees must also establish for all complaints regarding potential, claimed or actual violations of Equal Employment Opportunity. These too must minimally satisfy federal and state requirements. As appropriate, documentation regarding these efforts must also designate the appropriate person designated to consider these matters.

11) RECORDS

All documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans, and other materials prepared by the Contractor/Grantee in connection with the project are the property of the department. Such material will be delivered to the department upon request.

Retention – The Contractor/Grantee agrees to maintain all records pertinent to all grants, contracts and agreements, including financial, statistical, property and participant records and supporting documentation for a period of seven years from the date of the final expenditure or final program report, whichever is the latest. The aforementioned records will be retained beyond the seven years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The Contractor/Grantee agrees to insure that Sub-grantees retain records in accordance with these requirements. In the event of the termination of the relationship between Contractor/Grantee and Sub-grantees, the Contractor/Grantee shall be responsible for the maintenance and retention of the records of any Sub-grantees unable to retain them.

Access – The Grantor may investigate any matter it deems necessary to determine compliance with State or federal policy and/or procedures. The investigations authorized by this provision may include examining records (including making certified copies thereof), interviewing employees, and entering any premises or onto any site in which any part of a program of the Contractor/Grantee is conducted or in which any of the records of the Contractor/Grantee are kept.

Additionally, all parties must comply with laws, regulations and policies regarding NJ Public Records Law.

The Contractor/Grantee understands that all records must be current and reflective of actual and timely information. Purposeful provision of inaccurate, untimely or manipulated data may be cause for further action.

12) PROCUREMENT STANDARDS

Procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state and local requirements.

Adherence to the standards contained in the applicable federal, state and local laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the department, regarding the settlement and satisfaction of all contractual and administrative issues and claims arising out of procurement entered in support of a grant.

The Contractor/Grantee shall maintain a written procurement document that satisfies all federal/state requirements and ensures competition where appropriate, utilizes past performance as a determinant of future use, requires cost/price analysis of acquisition and develops an oversight system for the process. Any/all procurement documentation must require and include specific language regarding the avoidance of conflict of interest in any procurement process and document any steps to be taken to ensure that such steps have been taken.

The Contractor/Grantee shall not be allowed to use procurement rules as a tool towards procurement pass-through. Contractor/Grantee shall not be allowed to enter into an agreement whose sole or primary purpose is to obfuscate the desire and intent of procurement standards as set forth by this agreement and applicable federal and State requirements.

13) PROPERTY

The Contractor/Grantee is responsible and accountable for all equipment and property purchased with funds under this Agreement, including purchases made by any Contractor or Subcontractor receiving payments on behalf of the Contractor/Grantee. A current inventory of such property and equipment, with a value of \$1,000 or more, shall be maintained by the Contractor/Grantee. Procedures for property records are outlined in the NJSDA Guide for Contracting and Property Management, and the Contractor/Grantee shall follow those procedures. The Contractor/Grantee agrees to provide the same security and safekeeping measures for property paid for under this contract as the Contractor/Grantee provides for the same or similar property owned by the Contractor/Grantee. The Contractor/Grantee agrees to impose similar conditions upon any Contractor or Subcontractor engaged to provide services under this contract.

14) TRAVEL AND CONFERENCES

Conferences or seminars conducted by the Contractor/Grantee shall be held at the Contractor/Grantee's facilities or at public facilities whenever possible.

15) SUBCONTRACTING

Contractor/Grantee will perform all terms and conditions of this agreement unless a provision allowing the subcontracting of work is contained in the agreement. All terms and conditions applicable to the Contractor/Grantee would apply to any subcontractors or third parties hired by the Contractor/Grantee. It is the responsibility of the Contractor/Grantee to have appropriate agreements in place, in a timely manner, for all subcontracts/agreements. All such agreements should be consistent with the requirements of this document.

16) MODIFICATIONS

Modification to the Agreement will be made in accordance with procedures prescribed by the Grantor effective at the time of submission of the modification.

- A) The Contractor/Grantee agrees to submit a written modification and receive approval from the department prior to changing any budget line item contained in this Agreement.
- B) The Grantor and Contractor/Grantee agree to make any changes to this Agreement only through a written modification.
- C) All modifications to this Agreement will be appended to and become part of this contract.

17) DISPUTES

The Contractor/Grantee agrees to attempt to resolve disputes arising from this Agreement by administrative process and negotiations in lieu of litigation. The Contractor/Grantee assures continued performance of this Agreement while any dispute is pending.

Any dispute arising under this grant or Agreement, which is not settled by informal means, shall be decided by the Grantor, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor/Grantee. The Contractor/Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Contractor/Grantee shall proceed diligently with the performance under the Agreement.

The dispute resolution mechanism described in this section is not exclusive. The Grantor and Contractor/Grantee preserves all rights in law and equity to pursue any claims that may arise.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey.

18) SEVERABILITY

If any one or more provisions of the Agreement are finally adjudicated to be unlawful or unenforceable by a court of competent jurisdiction, then this Agreement shall be construed as if such unlawful provisions had not been contained herein.

19) TERMINATION

- A) Termination for Convenience – The Grantor or Contractor/Grantee may request a termination for any reason. The Grantor or Contractor/Grantee shall give 30 days advance notice, in writing, to the other parties to this Agreement of the effective date of such termination. The Contractor/Grantee shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.
- B) Termination for Cause – The Grantor may terminate this Agreement when it has determined that the Contractor/Grantee has failed to provide the services specified, or complied with any of the provisions contained in this contract or approved application, or otherwise breached the terms of this Agreement. If the Contractor/Grantee fails to perform in whole or in part under this Agreement, or fails to make sufficient progress so as to endanger performance, or otherwise breaches the terms of this Agreement, the Grantor will notify the other parties to this Agreement of such unsatisfactory performance or breach in writing. The Contractor/Grantee has ten working days in which to respond with a plan agreeable to the Grantor for correction of the deficiencies. If the Contractor/Grantee does not respond within the appointed time with corrective plans satisfactory to the Grantor, the Grantor will serve a termination notice on the Contractor/Grantee which will become effective within ten days after receipt. In the event of such termination, the Grantor shall only be liable for payment for services

rendered prior to the effective date of the termination, provided such services are performed in accordance with the provisions of this Agreement.

C) Termination or Reduction of Funds

- 1) The Contractor/Grantee agrees that major changes to this contract, both in terms of program content and funding levels, may be required prior to its implementation or during the term of its operations due to new or revised legislation or regulations. The Contractor/Grantee agrees that any such changes deemed necessary by the department shall be immediately incorporated into this grant.
- 2) Future payments under this Agreement may be suspended or terminated upon refusal to accept or satisfy any additional conditions that may be requested by the Grantor.

20) CONTRACT CLOSE OUT

A) The following definitions shall apply for the purpose of this Section:

- 1) Contract Closeout – The closeout of a contract is the process by which the Grantor determines that all applicable administrative actions and all required work of the contract have been completed by the Contractor/Grantee.
- 2) Date of Completion – The date by which all activities under the contract are completed, or the expiration date in the grant award document, or any supplement or amendment thereto.

B) The Contractor/Grantee shall submit a closeout package per the terms of the Agreement, unless otherwise extended by the Grantor, after completion of the contract period or termination of the contract. Closeout forms will be supplied by the Grantor.

C) The Contractor/Grantee will, together with the submission of the closeout package, return to the Grantor any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by the Grantor to be retained.

D) Within the limits of the contract amount, the Grantor may make a settlement for any upward or downward adjustments of costs after the final reports are received.

E) The Contractor/Grantee is responsible for those costs found to be disallowed, including those of any Contractor or Subcontractor paid from funds under this grant or contract, and the Grantor retains the right to recover any appropriated amount after fully considering the recommendations on disallowed costs resulting from the final audit, even if a final audit has not been performed prior to the closeout of the contract.

F) The Contractor/Grantee shall account for any property received from the Grantor or acquired with funds under this grant, including any property received or acquired by a Contractor or Subcontractor under this grant.

G) The Contractor/Grantee shall forward closeout package to the Grantor within 60 days of the closeout.

21) PERFORMANCE

The Contractor/Grantee assures performance will be in accordance with, and within the period of, this Agreement and will immediately report any conditions that may adversely affect performance to the Department as soon as they become known. Grantee agrees to meet negotiated program performance levels as a condition of future funding and to any program requirements stated in the Notice of Obligations that granted operational authority for the funds contained in this contract. Any fraud or suspected fraud involving granted funds must be reported to the grantor within 48 hours of its discovery. The Contractor/Grantee shall establish and document a process to ensure that the results of programs and services provided with funds provided by this agreement and overseen and reviewed to ensure that these resources are maximized for effectiveness and results in addition to any specific program requirements as established by law, regulation or policy. The Contractor/Grantee shall ensure that such process includes a determination of effectiveness and that such findings, minimally on an annual basis, are committed to writing and shared with the Department. The Contractor/Grantee acknowledges that the Department has the right and responsibility to take action and potentially sanction any area that fails to attain satisfactory performance consistent with the rules overseeing any of the funds under this agreement.

22) CONFLICTS OF INTEREST

The Contractor/Grantee shall avoid organizational conflicts of interest or the appearance of conflicts of interest in the conduct of procurement activities. Any gratuities in the form of entertainment, gifts or otherwise offered by the Contractor/Grantee, its agent, or representative to any office or employee of the Department with a view towards securing this contract or securing favorable treatment with respect to the awarding, amending, or the making of any determination will render the contract voidable at the option of the Department, and may justify further action under applicable State laws. The Contractor/Grantee agrees that it shall ensure that all steps are taken to avoid actual or potential conflicts of interest in their efforts under this agreement. The Contractor/Grantee must guarantee and monitor its system to ensure that all staff, officers, board or staff members touched by resources under this agreement are not in conflict. The Contractor/Grantee shall develop/maintain a written code of conduct which provides specific requirements and processes to ensure that that anyone, including staff and board members, shall not be in conflict and indicate the steps the Contractor/Grantee will take to avoid the potential of conflict.

23) OPEN GOVERNMENT PRACTICES

The Contractor/Grantee shall ensure that any activity funded in whole or part of this agreement meets the highest of ethical standards and shall not violate applicable federal, state or local rules regarding any of the following subjects:

- Patronage
- Political Activities
- Hatch Act
- Sectarian Activities
- Maintenance of Effort/Supplanting
- Open Public Meeting

Written policies regarding the Contractor/Grantee shall be documented, maintained and available for review. Contractor/Grantee should also require that subgrantees establish, document and maintain such policies as appropriate.

24) BONDING AND INSURANCE

The Contractor/Grantee shall ensure that every officer, director, or employee who is authorized to act on behalf of the Contractor/Grantee for the purpose of receiving funds into program accounts or issuing financial documents, checks, or other instruments of payment is bonded to provide protection against loss.

25) AVAILABILITY OF FUNDS

The Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the availability to the department of funds appropriated by the State Legislature from state and/or federal revenue or such other funding sources as may be applicable. A failure of the department to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the department or an event of default under the Agreement and the department shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the department beyond the duration of the award period set forth in the Grant Agreement and in no event shall the Agreement be construed as a commitment by the department to expend funds beyond the termination date set in the Grant Agreement.

Grant Specific Provisions

Please use this space to define the role, responsibilities of the following entities consistent with the Workforce Investment Act, the local Workforce Investment Plan and the Workforce Investment Board/Local Elected Officials Memorandum of Understanding:

Grant Recipient:

The County of Gloucester is the recipient of the Workforce Investment Act funds and all other state funds dedicated to employment and training services of the residents of Gloucester County. The County has designated the Gloucester County Department of Economic Development to be the department to serve the intended recipients of these dollars.

Fiscal Agent:

The County of Gloucester is the fiscal agent for all employment and training related funds. The County Treasurer ensures that all funds are expended appropriately and in a timely fashion.

Workforce Investment Board:

The Board is appointed by the Gloucester County Board of Chosen Freeholders in accordance with federal and state guidelines. The Board conducts oversight of the One Stop system, youth activities and employment and training activities under Title I of WIA. This is done in partnership with the Board of Chosen Freeholders. Activities including, but not limited to changes in services, budget allocations, establishing employer linkages, educational and employment related activities and youth services are discussed by the appropriate WIB committees. The committee chairs then offer proposals to the WIB Executive Committee for approval. These approved proposals are then recommended to the Freeholder Board. The County Board of Chosen Freeholders will make the final decision regarding any changes.

One-Stop Operator:

The One Stop Operator is the Gloucester County Department of Economic Development. This entity includes the staff to the Workforce Investment Board, the Division of Workforce Development, which is the division that directly serves those customers in need of employment and training services, Division of Business Development and Tourism, and Division of Community Development Block Grant. All the divisions are mutually dependent upon each other and have a direct impact on the county's quality of life and economic condition.

The Director of this Department ensures that all divisions are operating satisfactorily and meeting federal and state expectations.

The Department's Office of Performance Accountability (OPA) will provide the Contractor/Grantee a template to submit a line item budget which indicates the projected use for all funds included in this agreement. The OPA will issue this template shortly, but the contract can be executed prior to its issuance. Unexpended funds that are expected to be available from previous agreements, which constitute carry-in, shall also be included in the budget. Such budget must indicate for each line item, the intended amount dedicated to the effort and indicate the various grant sources intended to pay for that function as part of cost allocation. Modifications are expected as funding and program priorities may change. It is the responsibility of the Contractor/Grantee to update the budget in a timely manner to reflect any such changes. Such budget must account for all dollars provided under this agreement and carry-in funds. The document must clearly indicate those new dollars reflected in any Notice of Obligation. All budgets shall clearly identify staff costs and indicate whether the cost constitutes an administrative or program cost. Accompanying the budget must be a staff roster which includes a listing of all positions that are a part of the budget and being funded, in whole or in part, with funds provided by this agreement. For each staff position, it should be clearly indicated the grant(s) which are funding the staff position, whether the position is charged against program or administrative costs and whether the position has direct customer contact with either client or employer customers. The budget document must include a cover letter indicating agreement on such budget with the signature of the Lead

Elected Official and the Chair of the Workforce Investment Board. Also required is a statement of accomplishment for the previous year, acknowledgement of the previous year's performance, steps to be taken to ensure failure does not continue with risk of potential sanction and anticipated steps for continuous improvement undertaken by the entities funded by the agreement.

B3

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO TAG'S AUTO SUPPLY FOR THE SUPPLY AND DELIVERY OF AUTOMOTIVE PARTS AND ACCESSORIES FOR A PERIOD OF TWO (2) YEARS WITH AN OPTION TO EXTEND FOR A ONE (1) TWO YEAR PERIOD, OR TWO (2) ONE YEAR PERIODS, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND MAXIMUM AMOUNT OF \$140,000.00 PER YEAR, AS PER BID PD#011-057

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of bids relative to Bid PD#-011-057 for automotive parts and accessories to be supplied and delivered to the County; and

WHEREAS, bids were publicly received and opened by the County on September 28, 2011; and

WHEREAS, after following proper bidding procedure, it was determined by the County that **Tag's Auto Supply** (hereinafter "Tag's"), with an address at 12 W. High Street, Glassboro, New Jersey 08028, was the lowest responsive and responsible bidder to supply said services to the County in accordance with the County's bid specification for Bid PD#-011-057; and

WHEREAS, the County's Purchasing Agent recommends that **Tag's** be awarded a contract to supply the hereinabove mentioned automotive parts and accessories, as described in the County's bid specification for Bid #011-057, to the County, which will be delivered to the County, as needed, by Tag's; and

WHEREAS, this contract shall be awarded for the period October 19, 2011 through October 18, 2013, but subject to extension by the County, for a minimum contract amount of zero, and maximum contract amount not to exceed \$140,000.00, for each yearly contract term; and

WHEREAS, the contract shall be for estimated units of service; and shall be for an initial term of two (2) years, with the option of the County to extend the contract for (1) one two year extension, or (2) one year extensions; and

WHEREAS, the contract 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, continuation of the contract beyond December 31, 2011 is conditioned upon the approval of the 2012 County Budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that a contract for the supply and delivery of automotive parts and accessories for County vehicles, as per bid specification PD#-11-057, be and is hereby awarded to **Tag's Auto Supply**, for the period October 19, 2011, through October 18, 2013, with the option of the County to extend the contract for one (1) two year extension, or two (2) one year extensions, for a minimum contract amount of zero and a maximum contract amount not to exceed \$140,000.00 for each yearly contract term, in accordance with and pursuant to the bid specifications, and unit prices and rates set forth within Tag's bid proposal, for the automotive parts and accessories as set forth hereinabove.

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the within awards, a certification must be obtained from the Purchasing Agent of the County of Gloucester 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, October 19, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA,
CLERK OF THE BOARD

B3

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
TAG'S AUTO SUPPLY**

THIS CONTRACT is made effective this 19th day of October, 2011, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad, Woodbury, New Jersey, 08096 hereinafter referred to as "**County**", and **TAG'S AUTO SUPPLY**, with offices at 12 W. High Street, Glassboro, NJ 08028, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of certain automotive parts and accessories for County vehicles on an as-needed basis; and

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

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective from the date of award for a two (2) year period, with the option of the County to extend this Contract in its sole discretion for one (1) two year period, or two (2) one year periods.

2. **COMPENSATION**. Contractor shall be compensated for estimated units of service at the rates set forth in the Contractor's bid proposal for County Bid PD#-011-057 (hereinafter the "Bid Proposal"). The Bid Proposal is incorporated herein in its entirety by reference. This Contract is for a minimum contract amount of zero, and a maximum contract amount of \$140,000.00 per year.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of this Contract after December 31, 2011 is specifically conditioned upon approval of the Gloucester County Budget for the year 2012, and all subsequent years.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in the specifications set out in County Bid PD #011-057 (hereinafter the "Specifications"). The Specifications are incorporated herein, and made a part hereof, by reference. The Contractor shall supply and deliver those automotive parts and accessories to the County in accordance with the Specifications on an "as needed" basis, when the County, when the County requests same.

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 and Bid Proposal.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affect ional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affect ional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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 non-discrimination 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affect ional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting

Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affect ional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affect ional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the County of Gloucester, Office of Fleet Management, Public Works and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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

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

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

A. Pursuant to the termination provisions set forth in the Specifications, which are specifically referred to and incorporated herein by reference.

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

C. If, through any cause, the Contractor or subcontractor where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written

notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

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

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

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

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County 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 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, 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 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 perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

15. **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 written change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

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

17. **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.

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

19. **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.

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, the Specifications, and the Bid Proposal, all of which are referred to and incorporated herein by reference. 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 Proposal, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this 19th day of October, 2011.

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 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

ROBERT N. DI LELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TAG'S AUTO SUPPLY

BY: _____
FRED H. TARTAGLIONE, PRESIDENT

PD 011-057			
Bid Opening 09/28/2011 10:00am			
SPECIFICATIONS FOR THE SUPPLY AND DELIVERY OF AUTOMOTIVE PARTS AND ACCESSORIES FOR THE COUNTY OF GLOUCESTER			
VENDOR:			
Tags Auto Supply			
12 W. High Street			
Glassboro, NJ 08028			
Fred H. Tartaglione - Pres.			
856 881-4444			
856 881-2952 Fax			
ITEM	DESCRIPTION	PERCENT OFF	
	DISCOUNT PER ITEMS		
	001 Body Parts (Side Mirrors, Other)	60%	
	002 Engine Parts (Internal & External) Rebuilding comp	56%	
	003 Air Conditioner Components-Heating sys, heater core	58%	
	Cooling system, Thermostats, water pumps		
	004 Drive Components-Drive shaft, U-joints, Axle parts, differential parts and clutch parts	60%	
	005 Fuel System-Carbs, fuel inject, fuel pumps	58%	
	006 Ignition System-Condensers, points, rotors, wiring, electronic ignition parts	58%	
	007 Transmissions- Standard trans parts, Auto Trans	58%	
	001 Additives: auto care products, cleaners, cement, polish, degreasers, radiator flush, sealing compound	60%	
	002 Back up alarms & Horns	58%	
	003 Brake Parts-pads, shoes, drums, springs, cylinders rotors, seals, wheel & Axle bearings	68%	
	004 Battery Cable & Terminals	65%	
	005 Electrical system accessories- alternator, distributors, generators, regulators, starters	60%	
	006 Exhaust System Accessories- pipes, mufflers, tailpipes catalytic converters	62%	
	007 Engine Gaskets	62%	
	008 Hoses-heater, radiator, vacuum, wiper, washer	65%	
	009 Windshield Wiper Blades	65%	
	010 Lights & Bulbs	65%	
	Air, Oil and Gas Filters	65%	
	Batteries	68%	
	Radiators	65%	
	Variations: (if any)	2% cash back for payments received before 25th of the month	
	Will you extend your prices to local government entities within the County	YES	
	This is a (2) TWO year contract with 1 (1) one year extensions.		
	Bid specifications sent to:	H A DeHart Uni-Select	Brodhead Garrett Prime Vendor
			Gaudelli Bros.

B4

RESOLUTION CONFIRMING THE EMERGENCY PURCHASE OF VARIOUS SIZES OF STONE FROM TRAP ROCK INDUSTRIES INC. REQUIRED DUE TO HURRICANE IRENE STORM DAMAGE ALONG COUNTY ROADWAYS FOR REPAIR WORK IN APPROXIMATELY SIXTY THREE (63) LOCATIONS THROUGHOUT THE COUNTY IN THE TOTAL AMOUNT OF \$19,622.58

WHEREAS, the award of a contract by the County of Gloucester (hereinafter the "County") for various sizes of stone under and pursuant to the emergency provisions of the Local Public Contracts Law, and regulations promulgated thereunder (hereinafter the "Emergency Provisions"), for emergency Repair Work along county roadways in approximately sixty three (63) locations due to erosion near bridges and embankments in the municipalities of Deptford, East Greenwich, Franklin, Harrison, Mantua, Monroe, Newfield, South Harrison, Washington, Wenonah and Woolwich, Gloucester County, caused by Hurricane Irene (hereinafter the "Project"); and

WHEREAS, the said contract was exempt from public bidding, as it was required for an imminent traffic emergency, as set forth in N.J.S.A. 40A:11-6; and

WHEREAS Public Works Director, Larry Haynes notified Peter Mercanti, Gloucester County Purchasing Agent, of the need for the said materials, the nature of the emergency, the time of its occurrence, and the need for invoking the Emergency Provisions, and certified to same; and

WHEREAS, the County was unable to receive quotes for the Project due to the emergent nature of the same; but Trap Rock Industries, Inc., with offices at PO Box 419 Kingston, New Jersey 08528 (hereinafter "Trap Rock") was able to provide the emergently needed stone required for the Project for the total amount of \$19,622.58; and

WHEREAS, the Purchasing Agent of the County certified the availability of funds for the Project in the amount of \$19,622.58, encumbered in Requisition # R1-08993, which amount shall be charged against budget line item 1-01-350-4705-001-20208.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the emergency purchase made by the County from Trap Rock, pursuant to, and in accordance with the Emergency Provisions for the Project be, and hereby is, confirmed and approved; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, and Clerk of the Board, and the County's Purchasing Agent, be and are hereby authorized to execute any documents required for the emergency purchase made from Trap Rock for the Project in the amount of NINETEEN THOUSAND SIX HUNDRED TWENTY-TWO DOLLARS AND FIFTY-EIGHT CENTS (\$19,622.58), subject to all conditions and requirements of the County's specifications for the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 19, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B4

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 Work Department – Highway Division**
(NAME OF DEPARTMENT)
2. THIS EMERGENCY OCCURRED ON **Aug. 31 & Sept 1, 2011** **A.M.**
(DATE) (TIME)
3. THE NATURE OF THE EMERGENCY IS:
Hurricane Irene – causing massive flooding and erosion on road ways and bridges throughout Gloucester County
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. **Flood waters washed away bridges, flooded roads making it unsafe and impossible for the public to use.**
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 #. THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS **\$19,622.58**
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 *Larry Haynes, Sr.* DATE 10/6/11

PURCHASING DIRECTOR _____

APPROVED BY COUNTY ADMINISTRATOR _____

COUNTY OF GLOUCESTER
P. O. Box 337
Woodbury, N. J. 08096

34

Certificate of Availability of Funds

TREASURER'S NO. 11-09434 DATE October 7, 2011

1-01-350-4705-001-20208

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT HW Hwy Division

AMOUNT OF CERTIFICATION \$19,622.58 COUNTY COUNSEL August Knestaut, Esq.

DESCRIPTION:

Emergency Purchase of Trap Rock, Inc due to Hurricane Irene storm damage along county roadways in approximately 63 locations throughout Gloucester County

VENDOR:

ADDRESS:

Trap Rock, Inc

P.O. Box 419

Kingston NJ 08528

Larry Hayes Sr
DEPARTMENT HEAD APPROVAL

APPROVED

[Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED DEPARTMENT WORKS DIRECTOR

DATE PROCESSED

10-14-11

Meeting Date: October 19, 2011

B5

RESOLUTION CONFIRMING THE AWARD OF AN EMERGENCY CONTRACT TO NUPUMP CORPORATION DUE TO HURRICANE IRENE STORM DAMAGE IN THE AMOUNT OF \$39,360.00

WHEREAS, the award of a contract by the County of Gloucester (hereinafter the "County") under and pursuant to the emergency provisions of the Local Public Contracts Law, and regulations promulgated thereunder (hereinafter the "Emergency Provisions"), for emergency construction and repair work for the Engineering Project "Emergency Repair to Auxiliary Spillway Culvert on Porchtown Road, County Route 613 at Iona Lake, Franklin Township, Gloucester County", Project #11-09FA(19) (hereinafter the "Project") was made by the County on September 23, 2011 to NuPump Corporation (hereinafter "NuPump"); and

WHEREAS, the said contract was exempt from public bidding, as it was required for an imminent traffic emergency resulting from Hurricane Irene Storm Damage, as set forth in N.J.S.A. 40A:11-6, as certified by Vincent M. Voltaggio, P.E., County Engineer; and

WHEREAS, County Engineer Vincent M. Voltaggio notified Peter Mercanti, 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, the County received three (3) quotes for the emergency work to be performed, and upon evaluation, concluded that NuPump, with an office address of P.O. Box 157, Malaga, NJ 08328 made the most advantageous quote for the provision of the emergency construction services required for the Project for a maximum contract amount of \$39,360.00; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$39,360.00, pursuant to C.A.F. #11-08783, which amount shall be charged against budget line item 1-01-20-165-001-20217.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the emergency contract awarded by the County to NuPump, pursuant to, and in accordance with, the Emergency Provisions for the Project be, and hereby is, confirmed and approved; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, and Clerk of the Board, be and are hereby authorized to execute the emergency contract with NuPump for the Project in the amount not to exceed THIRTY-NINE THOUSAND THREE HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$39,360.00), per the prices submitted in NuPump's quote, and subject to all conditions and requirements as per the specifications for the Project issued by the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 19, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B5

CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
NUPUMP CORPORATION

THIS CONTRACT is made effective this 26th day of September 2011, 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 Nupump Corporation, a New Jersey Corporation, with offices at P.O. Box 157, Malaga, NJ 08328, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and material required concerning the Emergency Project known as "Emergency Repair to Auxiliary Spillway Culvert on Porchtown Road, County Route 613 at Iona Lake, Franklin Township, Gloucester County" as per Engineering Project #11-09FA(19)," (hereinafter the "Project"); and

WHEREAS, Contractor represents that it is qualified to perform said services by providing all labor and materials 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. COMMENCEMENT OF SERVICES. Vendor shall commence services upon being given a Notice to Proceed by the County Engineer; and this Contract shall be effective for the length of time necessary for the actual completion of the Project.

2. COMPENSATION. Contractor shall be compensated in accordance with the unit prices as set forth in its quote dated August 23, 2011 (hereinafter the "Quote") in an amount not to exceed \$39,360.00 for the labor and materials required for the Project, as per the specifications for Engineering Project #11-09FA(19) (hereinafter the "Specifications"). The Specifications and the Quote are each incorporated herein by reference in their entirety.

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.

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, which are incorporated herein, and made a part hereof by reference. The Contractor shall undertake and complete the Project in accordance with the Specifications.

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 parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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 non-discrimination 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general

Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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

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

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

A. Pursuant to the termination provisions set forth in the Specifications, if any, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County 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 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, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

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

14. **ALTERNATIVE DISPUTE RESOLUTION.**

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. **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. **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, the Specifications, and the Quote, 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 Quote, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this 26th day of September 2011.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed herunto, 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:

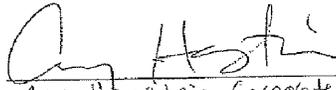
COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

NUPUMP CORPORATION



Amy Hainstein, Corporate Secretary

BY: 

James E. Streit, President
(Please Print Name)



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MG

DATE (MM/DD/YYYY)
09/26/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dale Group, Inc. PO Box 6 Florham Park, NJ 07932	973-377-7000 973-377-4614	CONTACT NAME: PHONE (A/C, No., Ext): 973-377-7000 FAX (A/C, No.): 973-377-4614 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: NUPUM-2
INSURED NuPump Corporation P. O. Box 157 Malaga, NJ 08328	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co. INSURER B: Sea Bright Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25658

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	AUTOX(SUBR) INSR(YWD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	0L08901203	03/01/11	03/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA76S3P232	03/01/11	03/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 25,000		OX06900599	03/01/11	03/01/12	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	B1112S2B	03/01/11	03/01/12	<input type="checkbox"/> W/ STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Emergency Repairs to Auxiliary Spillway Culvert located on CR 613 at Iona Lake, Franklin Township NJ Contract #11-09 FA (18)3
County of Gloucester is named as General Liability additional insured provided there is a written contract requiring additional insured status for project.

CERTIFICATE HOLDER County of Gloucester 2 South Broad Street Woodbury, NJ 08095	COUNGL1	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---------	---

© 1988-2009 ACORD CORPORATION. All rights reserved.

B5

**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 The Engineering Department
(NAME OF DEPARTMENT)

2. THIS EMERGENCY OCCURRED ON 8/29/11 thru present due to Hurrigan Irene
(DATE) (TIME)

3. THE NATURE OF THE EMERGENCY IS:
Hurricane Irene caused the over topping and erosion of the Iona Lake. This high flow of water through the auxiliary spillway caused damage to the attached culvert. The damage to the culvert caused a large sink hole in the roadway and required the closure of the roadway. Emergency repairs are require to repair a large hole in the culvert and replaced the washout headwalls on the downstream end of the culvert.

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. The sinkhole and washout of the roadway have required the emergency closure of CR 613. Repairs require the emergency lowering of Iona Lake by Franklin Township.

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 #. THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$ 39,360.00

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 *Richard M. P. [Signature]* DATE 9-26-11

PURCHASING DIRECTOR *[Signature]*

APPROVED BY COUNTY ADMINISTRATOR *[Signature]*

COUNTY OF GLOUCESTER
 2 SOUTH BROAD STREET
 P.O. BOX 337
 WOODBURY, NJ 08096
 TEL (856)853-3411 FAX (856)853-8504

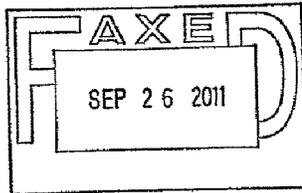
REQUISITION	
NO.	RI-09241

S H I P T O V E N D O R	GLOUC. CO ENGINEERING DEPT. 1200 N. DELSEA DR. BLDG A CLAYTON, NJ 08312 856-307-6600
	VENDOR #: NUPUM010 NU-PUMP CORPORATION PO BOX 157 MALAGA, NJ 08328

ORDER DATE: 09/26/11
 DELIVERY DATE: 09/26/11
 STATE CONTRACT:
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/DL	11-09FA(19) Emergency Contract for the project "Emergency Repair to Auxiliary Spillway Culvert on Porchtown Road, County Route 613 at Iona Lake, Franklin Township, Gloucester County" Engineering Project #11-09FA(19) Passed by Resolution: October 19, 2011	1-01-20-165-001-20217 Professional Services	39,360.0000	39,360.00
			TOTAL	39,360.00

P.O. #11-08783



[Signature] 9-26-11
 REQUESTING DEPARTMENT DATE

Office of the County Engineer
County of Gloucester

Emergency Repair to Auxiliary Spillway Culvert on Porchtoon Road, County Route 613 at Iona
Lake, Franklin Township, Gloucester County
Emergency Quote Date: September 23, 2011
Engineering Project # 11-09FA(19)

Quote Date: Friday, September 23, 2011

SUMMARY OF QUOTES



SPECIFICATION NO. 11-09FA(19)

Item No.	Unit	Description	Approx. Quantity	quote 1 of 3 requested			quote 2 of 3 requested			quote 3 of 3 requested*				
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
1	L.S.	Clearing Site	1	\$6,350.00	\$6,350.00									
2	C.Y.	Excavation Unclassified	50	\$63.00	\$2,850.00									
3	L.S.	Cofferdam	1	\$8,360.00	\$8,360.00									
4	S.Y.	Construct 6" Thick Reinforced Concrete Culvert Floor	30	\$170.00	\$5,100.00									
5	C.Y.	Class A Concrete Culvert Repair	5	\$210.00	\$1,050.00									
6	C.Y.	Dense Graded Aggregate	5	\$85.00	\$475.00									
7	L.F.	Clean Existing Cracks, Grout, Fill & Seal in Concrete Culvert	20	\$75.00	\$1,500.00									
8	C.Y.	Rip-Rap Stone Slope Protection, d50=10	25	\$125.00	\$3,125.00									
9	C.Y.	Gabion Wall	30	\$286.00	\$7,950.00									
10	L.S.	Clean Existing Surfaces, Grout & Seal Culvert	1	\$2,800.00	\$2,800.00									
				Total Quote	\$38,960.00			Total Quote	\$63,075.00					*no quote

[Signature]
Vincent M. Voltaggio, P.E.
Gloucester County Engineer

created: September 26, 2011
completed: September 26, 2011

B5

B5

COUNTY OF GLOUCESTER
P. O. Box 337
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 11-08783 DATE September 26, 2011
1-01-20-165-001-20217 (\$39,360.00)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$39,360.00 COUNTY COUNSEL August Knestaut, Esq.

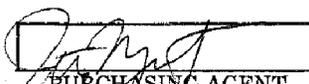
DESCRIPTION:

Emergency Contract for the Project "Emergency Repair to Auxiliary Spillway Culvert on Porchtown Road, County Route 613 at Iona Lake, Franklin Township, Gloucester County" as per Engineering Project #11-09FA(19)
--

VENDOR: Nupump Corporation

ADDRESS: P.O. Box 157
Malaga, NJ 08328


DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 10-7-11

Meeting Date: October 19, 2011

V:\Projects\11-09 Irene Storm Damage\11-09-19 CR613 over Still Run (Iona Lake)\Correspondence\Agenda Request Package (Resolutions)\11-09FA(19) Nupump Emergency Construction Contract, C.A.F..doc

Bl

RESOLUTION CONFIRMING THE AWARD OF AN EMERGENCY CONTRACT TO NUPUMP CORPORATION DUE TO HURRICANE IRENE STORM DAMAGE IN THE AMOUNT OF \$289,185.00

WHEREAS, the award of a contract by the County of Gloucester (hereinafter the "County") under and pursuant to the emergency provisions of the Local Public Contracts Law, and regulations promulgated thereunder (hereinafter the "Emergency Provisions"), for emergency construction and repair work for the Engineering Project "Emergency Repair to Bridge 5-F-4, High Street over South Branch of the Raccoon Creek in the Township of Harrison, Gloucester County", Project #11-09FA(100) (hereinafter the "Project") was made by the County on September 23, 2011 to NuPump Corporation (hereinafter "NuPump"); and

WHEREAS, the said contract was exempt from public bidding, as it was required for an imminent traffic emergency resulting from Hurricane Irene storm damage, as set forth in N.J.S.A. 40A:11-6, as certified by Vincent M. Voltaggio, P.E., County Engineer; and

WHEREAS, County Engineer Vincent M. Voltaggio notified Peter Mercanti, 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, the County received three (3) quotes for the emergency work to be performed, and upon evaluation, concluded that NuPump, with an office address of P.O. Box 157, Malaga, NJ 08328 made the most advantageous quote for the provision of the emergency construction services required for the Project for a maximum contract amount of \$289,185.00; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$289,185.00, pursuant to C.A.F. #11-09016, which amount shall be charged against budget line item 1-01-20-165-001-20217.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the emergency contract awarded by the County to NuPump, pursuant to, and in accordance with, the Emergency Provisions for the Project be, and hereby is, confirmed and approved; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, and Clerk of the Board, be and are hereby authorized to execute the emergency contract with Nupump for the Project in the amount not to exceed TWO HUNDRED EIGHTY-NINE THOUSAND ONE HUNDRED EIGHTY-FIVE DOLLARS AND ZERO CENTS (\$289,185.00), per the prices submitted in NuPump's quote, and subject to all conditions and requirements as per the specifications for the Project issued by the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 19, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B6

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

THIS CONTRACT is made effective this 19th day of **October 2011**, 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 **Nupump Corporation**, a New Jersey Corporation, with offices at P.O. Box 157, Malaga, NJ 08328, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and material required concerning the Emergency Project known as "Emergency Contract for the Project "Emergency Repair to Bridge 5-F-4, High Street over South Branch of the Raccoon Creek in the Township of Harrison, Gloucester County " as per Engineering Project #11-09FA(100) " as per Engineering Project #11-09FA(100)," (hereinafter the "Project"); and

WHEREAS, Contractor represents that it is qualified to perform said services by providing all labor and materials 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. **COMMENCEMENT OF SERVICES.** Vendor shall commence services upon being given a Notice to Proceed by the County Engineer; and this Contract shall be effective for the length of time necessary for the actual completion of the Project.

2. **COMPENSATION.** Contractor shall be compensated in accordance with the unit prices as set forth in its quote dated September 29, 2011 (hereinafter the "Quote") in an amount not to exceed \$289,185.00 for the labor and materials required for the Project, as per the specifications for Engineering Project #11-09FA(100) (hereinafter the "Specifications"). The Specifications and the Quote are each incorporated herein by reference in their entirety.

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.

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, which are incorporated herein, and made a part hereof by reference. The Contractor shall undertake and complete the Project in accordance with the Specifications.

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 parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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 non-discrimination 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general

Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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

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

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

A. Pursuant to the termination provisions set forth in the Specifications, if any, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County 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 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, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

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

14. **ALTERNATIVE DISPUTE RESOLUTION.**

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. **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. **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, the Specifications, and the Quote, 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 Quote, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of the date of the Notice to Proceed issued by the County for the Project.

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 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:

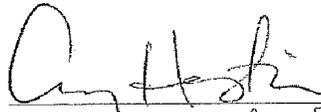
COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

NUPUMP CORPORATION



Amy Hanstein, Corp. Secretary

BY: 

James E. Streit, President
(Please Print Name)

B6

**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 Engineering
(NAME OF DEPARTMENT)

2. THIS EMERGENCY OCCURRED ON 08/28/2011 thru 08/31/2011
(DATE) (TIME)

3. THE NATURE OF THE EMERGENCY IS:
Hurricane Irene caused high flows through Andover the bridge on High Street in Harrison Township. The flows have completely washed away the underlying material around the footings of the bridge, rendering the bridge unsafe for travel. Additionally a large sink-hole has developed in the roadway immediately adjacent to the bridge 5-F-4.

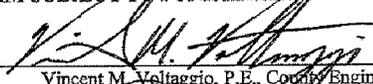
4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.

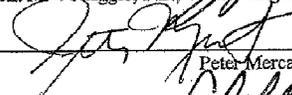
5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.
The damage caused by the Hurricane has rendered the bridge unsafe and immediate emergency repairs are required to save the bridge and protect the traveling public.

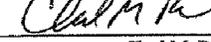
6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION #. THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$ 289,185.00

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 09/30/2011
Vincent M. Voltaggio, P.E., County Engineer

PURCHASING DIRECTOR 
Peter Mercanti

APPROVED BY COUNTY ADMINISTRATOR 
Chad M. Bruner

Office of the County Engineer
County of Gloucester

Emergency Repair to Bridge 5-F-4, High Street over South Branch of the Racoon; Check in the
Township of Harrison, Gloucester County
Emergency Quote Date: September 29, 2011
Engineering Project #11-09FA(100)

SUMMARY OF QUOTES



SPECIFICATION NO. 11-09FA(100)

Item No.	Unit	Description	Approx. Quantity	Quote 1 of 3 requested			Quote 2 of 3 requested			Quote 3 of 3 requested*		
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
1	L.S.	Clearing Site	1	\$16,080.00	\$16,080.00	\$85,000.00	\$85,000.00	\$22,500.00	\$22,500.00	\$22,500.00	\$22,500.00	
2	C.Y.	Excavation Unclassified	110	\$132.00	\$14,520.00	\$90.00	\$9,900.00	\$150.00	\$16,500.00	\$150.00	\$16,500.00	
3	L.S.	Underwater Construction Video	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	
4	C.Y.	Pumped Grout Bags	60	\$775.00	\$46,500.00	\$1,000.00	\$60,000.00	\$950.00	\$57,000.00	\$950.00	\$57,000.00	
5	C.Y.	Pressure Grouting	30	\$650.00	\$19,500.00	\$1,000.00	\$30,000.00	\$950.00	\$28,500.00	\$950.00	\$28,500.00	
6	S.F.	Permanent Sheeting	275	\$32.00	\$8,800.00	\$80.00	\$22,000.00	\$1.00	\$3,025.00	\$1.00	\$3,025.00	
7	S.F.	Concrete Repair, Type D	7	\$180.00	\$1,260.00	\$500.00	\$3,500.00	\$600.00	\$4,200.00	\$600.00	\$4,200.00	
8	S.Y.	Dense Graded Aggregate Base Course, 6" thick	50	\$22.00	\$1,100.00	\$25.00	\$1,250.00	\$45.00	\$2,250.00	\$45.00	\$2,250.00	
9	S.Y.	HMA 12.5M64 Surface Course, 2" Thick	50	\$37.00	\$1,850.00	\$35.00	\$1,750.00	\$90.00	\$4,500.00	\$90.00	\$4,500.00	
10	S.Y.	HMA 19M64 Base Course, 4" Thick	50	\$50.00	\$2,500.00	\$60.00	\$3,000.00	\$135.00	\$6,750.00	\$135.00	\$6,750.00	
11	C.Y.	Controlled Low Strength Material	100	\$141.00	\$14,100.00	\$255.00	\$25,500.00	\$350.00	\$35,000.00	\$350.00	\$35,000.00	
12	S.Y.	Reno Mattress, 12" Thick	125	\$91.00	\$11,375.00	\$80.00	\$10,000.00	\$275.00	\$34,375.00	\$275.00	\$34,375.00	
13	S.F.	Pneumatically Applied Mortar	1,500	\$50.00	\$75,000.00	\$45.00	\$67,500.00	\$35.00	\$52,500.00	\$35.00	\$52,500.00	
14	C.Y.	Rip-Rap Stone Slope Protection, 450=12"	300	\$215.00	\$64,500.00	\$120.00	\$36,000.00	\$400.00	\$120,000.00	\$400.00	\$120,000.00	
15	C.Y.	Gabion Wall	15	\$200.00	\$3,000.00	\$300.00	\$4,500.00	\$1,000.00	\$15,000.00	\$1,000.00	\$15,000.00	
16	S.Y.	Epoxy Waterproofing	200	\$53.00	\$10,600.00	\$55.00	\$11,000.00	\$95.00	\$19,000.00	\$95.00	\$19,000.00	
				Total Quote	\$289,785.00	Total Quote	\$369,600.00	Total Quote	\$419,100.00	Total Quote	\$419,100.00	

Vincent M. Voltaggio, Jr.
Vincent M. Voltaggio, Jr.
Gloucester County Engineer

*Project#11-09FA Vers Storm Damage#11-09FA(100) Summary of Bids (Quotes) 11-09FA(100) Summary of Quotes

BLO

created: September 26, 2011
completed: September 26, 2011

B6

COUNTY OF GLOUCESTER
P. O. Box 337
Woodbury, N.J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 11-09016 DATE September 30, 2011
1-01-20-165-001-20217 (\$289,185.00)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$289,185.00 COUNTY COUNSEL August Knestaut, Esq.

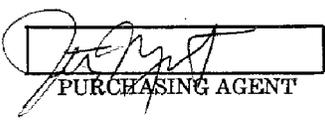
DESCRIPTION:

Emergency Contract for the Project "Emergency Repair to Bridge 5-F-4, High Street over South Branch of the Raccoon Creek in the Township of Harrison, Gloucester County " as per Engineering Project #11-09FA(100)

VENDOR: Nupump Incorporated.

ADDRESS: P.O. Box 157
Malaga, NJ 08328


DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED 10-7-11

Meeting Date: October 19, 2011

RESOLUTION AUTHORIZING THE PURCHASE OF LABOR AND MATERIALS FOR THE INSTALLATION OF CARPETING FROM COMMERCIAL INTERIORS DIRECT FOR A TERM OF OCTOBER 19, 2011 – OCTOBER 18, 2012 THROUGH STATE CONTRACT #A65751 FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$75,000.00

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; and

WHEREAS, the County of Gloucester has a need to purchase labor and materials for the installation of carpeting for the County of Gloucester; and

WHEREAS, it has been determined that the County of Gloucester can purchase labor and materials for the installation of carpet from Commercial Interiors Direct, with offices located at 1 south Corporate Drive, 2nd Floor, Riverdale, NJ 07457, for a minimum contract amount of zero and a maximum contract amount of \$75,000.00, for the term beginning October 19, 2011 and ending October 18, 2012, through State Contract No. A65751; and

WHEREAS, the contract shall be for estimated units of service, for a minimum contract amount of Zero and a maximum contract amount of \$75,000.00. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of this contract beyond the first three (3) months of 2012 is conditioned upon the approval of the 2012 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase labor and materials for the installation of carpet from Commercial Interiors Direct, for a minimum contract amount of zero and a maximum contract amount of \$75,000.00, through the State Contract # A65751; and

BE IT FURTHER RESOLVED, before any purchase can be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester 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, October 19, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B8

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO CORE MECHANICAL, INC., FOR HEATING AND AIR CONDITIONING FULL SERVICE MAINTENANCE AND EMERGENCY REPAIR SERVICES FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$450,000.00 PER CONTRACT YEAR EFFECTIVE NOVEMBER 1, 2011 THROUGH OCTOBER 31, 2013 WITH THE OPTION TO EXTEND FOR TWO (2) ONE YEAR TERMS OR ONE (1) TWO YEAR TERM

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for heating and air conditioning full service maintenance and emergency repairs for the Gloucester County Department of Buildings and Grounds per specifications in PD-011-056; and

WHEREAS, after following proper public bidding procedure, it was determined that Core Mechanical, Inc., with offices at 7905 Browning Roads, Suite 112B, Pennsauken, NJ 08109 was the lowest responsive and responsible bidder to perform said services, for a minimum contract amount of zero and a maximum contract amount of \$450,000.00 for the contract period of November 1, 2011 thru October 31, 2013 with the option to extend for one (1) two (2) year term or two (2) one (1) year terms as described in the bid specifications PD 011-056; and

WHEREAS, the contract amount attributable to heating and air conditioning full service maintenance and emergency repairs is a maximum contract amount of \$450,000.00 per year. The purchasing Agent has certified the availability of funds in the amount of \$41,643.16 pursuant to CAF #11-09386, which amount shall be charged against budget line item 1-01-26-310-001-20329 for the period of November 1, 2011 to December 31, 2011. Balance of monthly service will be encumbered upon adoption of the 2012 Gloucester County Budget. Continuation of the contract beyond December 31, 2011 is conditioned upon the approval of the 2012 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that a contract is hereby awarded to Core Mechanical, Inc. for the hereinabove referenced services for a minimum contract amount of zero and a maximum contract amount of \$450,000.00 and, that the Freeholder Director and Clerk of the Board be and hereby authorized to execute said contract for the purposes set forth herein above; and

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester 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, October 19, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B8

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

THIS CONTRACT is made effective the 1st day of November, 2011 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **CORE MECHANICAL, INC.**, with offices at 7905 Browning Rd Ste 112B Pennsauken, NJ 08109, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the full service maintenance and emergency repair services for heating and air condition units in all buildings for the County of Gloucester and existing units within the County, as set forth in PD-011-056; and

WHEREAS, Vendor represents that it is qualified to supply and deliver said supplies and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERMS.** This Contract shall be effective for the period beginning November 1, 2011 and terminating October 31, 2013, with the County having the option to extend the contract for one (1) two (2) year term or two (2) (1) year terms.

2. **COMPENSATION.** Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 011-056, for a minimum contract amount of zero and maximum contract amount of \$450,000.00 for full service maintenance and emergency repair services for heating and air conditioning units in all county buildings.

It is agreed and understood that this is an open-ended contract; therefore there is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2011 is specifically conditioned upon approval of the 2012 Gloucester County Budget.

Vendor 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 Vendor 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 VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as PD-011-056, 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.

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

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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. 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 non-discrimination clause.

B. 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any

duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-011-056, which are specifically referred to and incorporated herein by reference.

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

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

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the 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 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, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor 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 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 mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with 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, naming County as an additional insured.

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

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. 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 Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
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 Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **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.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD 011-056, and the bidder's bid package, all of which are referred to and incorporated herein by reference. 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 1st day of November, 2011.

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 Contractor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CORE MECHANICAL, INC.

BY: _____

Please Print Name

<p>PD-11-056 Bid Opening 9/28/2011 10:00am SPECIFICATIONS AND PROPOSAL FORM FOR PROVIDING HEATING AND AIR CONDITIONING FULL SERVICE MAINTENANCE AND EMERGENCY REPAIR SERVICES FOR GLOUCESTER COUNTY BUILDINGS AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBER CK-01-GC</p>		<p>VENDOR: Core Mechanical Inc. 7905 Browning Rd. Ste. 112B Pennsauken, NJ 08109 Daniel Meisler VP 856 665-0636 856 488-2241 Fax</p>
<p>ITEM DESCRIPTION</p>	<p>Total \$249,659.00</p>	
<p>1 Full Service HVAC</p>	<p>Straight Rate \$69.90 Per Hour</p>	
<p>Overtime Rate</p>	<p>\$104.85 Per Hour</p>	
<p>Overtime Hours</p>	<p>4:00pm to 7:00am</p>	<p>Mon-Fri and Saturday</p>
<p>Sundays & Holidays</p>	<p>\$139.80 Per Hour</p>	
<p>Individual Building Prices</p>	<p>See Attached</p>	
<p>Variations: (if any)</p>	<p>NONE</p>	
<p>Will you extend your prices to local government entities within the County</p>	<p>YES</p>	
<p>Bid specifications sent to:</p>	<p>Peterson Service ABM Engineering Cafely</p>	<p>GMH Engineers AA Duckett Marlee Contractors Carrier Herman Goldner Allied</p>
<p>THIS IS A TWO (2) YEAR CONTRACT WITH ONE TWO (2) YEAR EXTENSION OR TWO ONE (1) YEAR EXTENSIONS.</p>		
<p>Based upon the bids received, I recommend Core Mechanical be awarded the contract as the lowest responsive, responsible bidder.</p>	<p>Sincerely,</p>	
		<p>Peter M. Mercant Purchasing Agent</p>

B8

TO : BOARD OF CHOSEN FREEHOLDERS
OF GLOUCESTER COUNTY

Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project, for which bids were advertised to be opened and read in public local time, at the Office of the Purchasing Agent, County Administration Building, 2nd Floor, 2 S. Broad st., Woodbury, New Jersey 08096.

The bidder further declares that he/she will contract to furnish all items in accordance with the prescribed specifications at the prices specified below.

BID PRICES:

Full Service HVAC Maintenance in accordance with the specifications to be paid monthly.

MANTUA HIGHWAY GARAGE	\$ <u>6904.00</u>
SHERIFFS ADDITION	\$ <u>2135.00</u>
BOARD OF ELECTIONS	\$ <u>11,412.00</u>
GLOVER ST. (Storage Building)	\$ <u>11,642.00</u>
GOLF COURSE	\$ <u>11,642.00</u>
GOLF COURSE (Tent)	\$ <u>2,084.00</u>
PAULSBORO WIC	\$ <u>2814.00</u>
RED BANK MANSION	\$ <u>6816.00</u>
RED BANK MAINTENANCE	\$ <u>2084.00</u>
BUDD BLVD.	\$ <u>14,562.00</u>
JUSTICE COMPLEX	\$ <u>40,250.00</u>
COUNTY ADMINISTRATION BUILDING	\$ <u>31,450.00</u>
VETERANS CEMETERY	\$ <u>2270.00</u>
ANIMAL SHELTER	\$ <u>6546.00</u>
OLD WOMANS PRISON	\$ <u>2502.00</u>
911 BACK UP CENTER	\$ <u>6428.00</u>
OFFICE OF GOV. SERVICES	\$ <u>12,102.00</u>

OFFICES AT 5 POINTS	\$ 5316.00
HEALTH SERVICES BUILDING	\$ 19,730.00
COMMUNICATIONS (Receiver Sites)	\$ 4560.00
COMMUNICATIONS (Clayton)	\$ 9640.00
MOSQUITO COMMISSION	\$ 1657.00
SWEDESBORO GARAGE	\$ 1657.00
ATKINSON PARK	\$ 1732.00
SCOTLAND RUN PARK	\$ 2232.00
SOCIAL SERVICES (TO BE BILLED TO SOCIAL SERVICES)	\$ 18,968.00
PUBLIC WORKS BLDG & GARAGES	\$ 1840.00
EMS BUILDING 82-1	\$ 1152.00
EMS STATION 82-4	\$ 1404.00
EMS STATION 82-5	\$ 1152.00
EMS STATION 82-8	\$ 1728.00
EMS STATION 83-1	\$ 1728.00
EMS STATION 83-2	\$ 1728.00

Hourly Rate for any Additional Work authorized by the County that is beyond the scope of these specifications:

Straight Rate: \$ 69.90 /Hr.
Overtime Rate: \$ 104.85 /Hr.
Overtime Hours: 4pm to 7am M-F + Saturdays.
Sundays & Holidays: \$ 139.80 /Hr.

Contractor Data: To be completed by bidder.

- The number of years your firm has been performing this type of specified services 5 years
- The location of your office that will be responsible for managing this contract.
7150 North Park Drive, Suite 400
Pennsauken, NJ 08109.

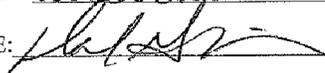
SIGNATURE PAGE

COMPANY: Core Mechanical, Inc.

ADDRESS: 7150 North Park Drive Suite 400

CITY: Pennsauken STATE: NJ ZIP: 08109

TELEPHONE #: 856-488-0636 FAX #: 856-488-2241

SIGNATURE:  TITLE: owner

REPRESENTATIVE: (PLEASE PRINT): Daniel G. Meissler Sr.

B9

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES CONTRACT WITH NAI MERTZ TO PROVIDE REALTOR SERVICES FOR THE SALE OF VARIOUS COUNTY PROPERTIES

WHEREAS, the County of Gloucester (hereinafter "County") has determined that there is a need for professional services with respect to Realtor Services for various properties being considered for sale throughout the County in the amount of \$125,000.00 for the period of one (1) year; and

WHEREAS, the County requested proposals from interested providers through Request for Proposal 011-055, and evaluated those proposals consistent with the County's Fair and Open Procurement Process; and

WHEREAS, the evaluation based on the established criteria, concluded that **NAI Mertz**, with offices at 21 Roland Avenue, Mt. Laurel, NJ 08054, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$125,000.00. The Contract is therefore open ended, which does not obligate the County to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

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

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

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, and the Clerk of the Board of Chosen Freeholders, be, and are, hereby authorized to execute a contract between the County of Gloucester, and NAI Mertz, for the provision of professional Realtor Services for a period of one (1) year for a minimum contract amount of Zero, and a maximum contract amount of \$125,000.00; and

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

BE IT FURTHER RESOLVED, before any purchase be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester 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 October 19, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B9

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE COUNTY OF GLOUCESTER
AND
NAI MERTZ CORPORATION**

This Contract is made this _____ day of _____, 2011 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 **NAI MERTZ CORPORATION** of 21 Roland Avenue, Mt. Laurel, New Jersey 08054, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County to obtain realtor services for purposes of marketing and selling certain real property owned by the County; and,

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

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

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services forthwith upon being given written notice to proceed by the County's Department of Purchasing. Completion of the services shall be expedited with final completion consistent with the schedule required by the Director of the County's Department of Purchasing.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in and subject to all terms and provisions of the Contractor's Proposal for "Realtor Services for Gloucester County" dated September 22, 2011 (hereinafter the "Proposal"). The Proposal is attached as Appendix A, and is incorporated into and made a part of this Contract. The total amount of this Contract shall not exceed \$125,000.00

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by 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. The specific duties of the Contractor shall be as set forth in this Contract; the County's RFP# 011-055 (hereinafter the "RFP"); the Proposal; any agreement, the form of which is attached as Appendix B, that is signed for each County property to be sold (hereinafter the "Listing Agreement"); and, the terms and provisions of the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq. (hereinafter the "Building Law"). The RFP, any Listing Agreement, and the Building Law are all incorporated in their entirety, and made a part of this Contract. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Building Law, and the RFP issued by the County.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

A. The Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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 non-discrimination 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to

transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. LICENSING. If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the RFP, 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. Either party may terminate this Contract at any time by giving thirty (30) days prior written notice to the other of such termination. If the Contract is terminated as provided herein, the Contractor will be paid for the services rendered, direct costs and marketing expenses to the time of termination, or pursuant to the terms of any Listing Agreement in effect at the time of such 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 this Contract by the Contractor; and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

8. INSURANCE. Contractor shall, if applicable to the services to be provided, 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 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.

The County shall maintain liability insurance, with commercially reasonable limits, for any property for which the County requires the services of Contractor under this Contract. The County will name Contractor as an additional insured party on such liability insurance policy, and will provide Contractor with a copy of such policy.

9. SET-OFF. Should Contractor either refuse or neglect to perform the service 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.

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

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

12. 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.

13. 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.

14. 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.

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

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

17. CONTRACT PARTS. This Contract consists of this Contract, the Proposal attached as Appendix A, the form Listing Agreement attached as Appendix B, any Listing Agreement signed by the parties, any specifications or schedule issued by the County in connection with the work to be performed, and the Building Law. If there is a conflict between this Contract and the Proposal or a Listing Agreement, this Contract will control. If there is a conflict between the RFP and this Contract, then this Contract will control.

18. LISTING AGREEMENTS. The County and Contractor agree to enter into a separate Listing Agreement for each property for which the County requires the services of Contractor. The form of the Listing Agreement that shall be utilized is attached as Appendix B. Upon execution, each such Listing Agreement shall be and become a part of this Contract.

THIS CONTRACT shall be effective as of the 21st day of December, 2011, as December 20, 2011 is the date that Contractor's prior contract for realtor services expires.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Freeholder 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 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:

**BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER**

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

NAI MERTZ

**BARRY P. MERTZ
PRESIDENT**

APPENDIX A

APPENDIX B
Form of Listing Agreement



Commercial Real Estate Services, Worldwide.

tel 856 234 9600
fax 856 234 4957
www.naimertz.com
21 Roland Avenue
Mt. Laurel, NJ 08054

NAI MERTZ CORPORATION
21 Roland Avenue
Mt. Laurel, NJ 08054-1096

RE: Exclusive Right to Sell Agreement
<Insert Property Address, Lot and Block Number(s), and/or Tax Parcel Number(s)>

In accordance with the Contract for Professional Services dated <Insert Date>, The County of Gloucester, the owner ("Owner") of the above-referenced property, hereby grants to NAI Mertz Corporation, ("Broker") the exclusive right to sell the above-referenced Property, subject to the following provisions:

1. TERMS AND PRICES

In consideration of Broker's promise to list for sale and endeavor to secure a purchaser for Owner's Property located at <Insert Property Address, Lot and Block Number(s), and/or Tax Parcel Number(s)> for a sale price of <Insert Sale Price> and on such terms as may be acceptable to Owner, Owner hereby grants to Broker the sole and exclusive right to sell the Property during the term (as hereinafter defined) of this Agreement. The ("Term") of this Agreement shall be coterminous with the term of the separate Contract for Professional Services dated _____, 2010 between Owner and Broker (hereinafter the "Contract"), which is incorporated herein by reference. Either party may terminate this Agreement upon thirty (30) days prior written notice.

2. COMMISSIONS

(a) Owner agrees that upon a sale (or exchange) of the Property, or any portion of the Property, at any time during the Term, Broker shall have and is hereby given the exclusive right to negotiate such sale (or exchange), and regardless of who may negotiate the same, which includes sale negotiations of Owner, if any, Owner shall pay to Broker a commission equal to Six Percent (6%) of the first \$10,000 of the gross sale price (or the market value of the consideration received by the Owner in an exchange) of the Property plus Four Percent (4%) of the gross sale price (or the market value of the consideration received by the Owner in an exchange) of the Property over \$10,000 ("Sales Commission") regardless of whether the buyer is an individual person, a corporation, partnership or other entity, or a governmental authority that acquire the Property by negotiation or condemnation. This commission shall be payable whenever closing occurs, as long as the Agreement of Sale was executed during the Term. For purposes of this paragraph, if the Property constitute substantially all the assets of a corporation, agency, or other entity, a sale or exchange of the stock or other interest in such entity shall be deemed a "sale or exchange of the Property" under this Agreement. The sales commission shall be earned, due and payable upon closing of title to the Property, as long as the Agreement of Sale was executed during the Term. Owner further agrees that if a party is interested in leasing the Property on terms and conditions acceptable to Owner, Owner will pay Broker a commission equal to Six Percent (6%) of the first \$10,000 of aggregate rent due over the term of such lease plus Four Percent (4%) of the aggregate rent due over the term of such lease above \$10,000 ("Leasing Commission"). The Leasing Commission will be due and payable by Owner at the time a lease agreement is consummated. Owner will pay and additional Leasing Commission to Broker upon each and every renewal or extension of such lease. Owner will also pay Broker a Sales Commission if such tenant (or any party or entity related to such tenant) purchases the property during or incidental to such lease.

(b) Broker agrees that it shall not be entitled to any commission amount from the Owner in excess of the amount allowable under and pursuant to the terms and provisions of the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq, or that exceeds the total compensation in the Contract.

3. OWNER AFFILIATES

For purposes of this Agreement, "Owner" shall be deemed to include (a) any agency, authority, or entity which is controlled by Owner ("Affiliated Entity"), (b) any partnership, joint venture, or trust in which Owner,

or any official or agent of Owner ("Controlling Person"), or any Affiliated Entity or any Controlling Person has a controlling interest and (c) any agents, successors, and assigns of Owner.

4. SALE OF FURNITURE, FIXTURES, EQUIPMENT, FRANCHISES AND LICENSES

Owner and Broker understand and agree that any furniture, fixtures, equipment, on the Property are not part of the Property unless specifically listed on an addendum to this Agreement. If so listed on an addendum, such furniture, fixtures, and equipment will be included in the value ascribed to the sale price for the purpose of determining the Sales Commission, regardless of whether such items are characterized as personal property or real property at closing.

5. SALE AFTER TERMINATION

In the event any person, corporation, partnership or other entity who, during the Term, has been shown the Property, or has made an offer to purchase or lease the Property, enters into a contract to purchase or lease the Property, ("Prospective Purchaser") within six (6) months of the expiration of the Term, Owner shall pay to Broker the Sales Commission or Leasing Commission outlined in paragraph 2 above.

6. FINANCIAL CONDITION OF PURCHASER

Owner represents and covenants that Owner shall make its own investigation of the financial condition of all prospective purchasers of the Property and will not rely on any representations of Broker as to any aspect of Purchaser's or Tenant's creditworthiness. Although Owner agrees to pay to Broker all Sales Commissions due to Broker out of the proceeds of settlement upon the sale or exchange of the Property, Broker's right to a Sales Commission under this Agreement shall not be conditioned upon the payment of any funds to Owner under any purchase money mortgage, lease, or otherwise.

7. MARKETING AND PROMOTION

Owner acknowledges, understands, accepts, and agrees that Broker will market and promote the sale of the Property by employing a competitive bidding program intended to elicit the highest and best offers for the Property. As part of this process, Broker will list the Property for sale on LoopNet and CoStar – two MLS type services used by commercial real estate practitioners in the Southern New Jersey market and elsewhere. Broker will also require prospective purchasers (and/or their agents and representatives) to sign confidentiality agreements and submit financial qualification statements. Upon the execution of a confidentiality agreement and submission of a financial qualification statement, Broker will provide prospective purchasers (and, where applicable, their agents) with access to confidential documents posted in an on-line "e-room". These documents may include site plans, building plans, environmental reports, title reports, property condition reports, zoning and building code information, and other information needed by prospective purchasers to evaluate the Property and complete their due diligence, which will collectively termed "Evaluation Material". Owner agrees to provide Broker with such information as it may have in its possession, custody or control that may be reasonably required for such evaluation by a prospective purchaser. Owner further agrees that Broker may post the Evaluation Material in an online document e-room provided that access to the Evaluation Material is limited (by way of secured login) to prospective purchasers (and, where applicable, their agents) who have signed a confidentiality agreement and who have submitted a financial qualification statement. Broker will be reimbursed for marketing expenses at the time of Closing via a Buyer's Premium that will be paid by the Buyer in addition to the sale price.

8. ENVIRONMENTAL CONDITION OF PROPERTY

- (a) Owner acknowledges and agrees that the Broker, a licensed real estate broker, is not an expert in construction, engineering, environmental or legal matters, nor is being asked to, nor will, make any representations or warranties respecting the condition, including but not limited to the environmental condition or suitability of the Property;
- (b) Owner agrees to disclose in writing to Broker and to prospective buyers and/or tenants any and all information which the Owner has regarding the condition of the Property, including but not limited to the presence of asbestos, radon, PCB transformers, other toxic, hazardous or contaminating substances and underground storage tanks, in, on, under or migrating from the Property.

9. OWNER WARRANTY AND REFERRALS

- (a) Owner represents and warrants to Broker that Owner holds good and marketable title to the Property and has the ability to convey good and marketable title and to convey a leasehold interest in the Property, as contemplated by this Agreement.
- (b) Owner shall promptly refer to Broker, in writing, all prospects who have expressed an interest in leasing or purchasing the Property.

10. DUAL AGENCY

Owner acknowledges that Broker shall have the right to represent prospective purchasers or lessees as well as the Owner, and consents to such dual representation, provided that Owner receives written notice from Broker of any such dual representation prior to commencement of any negotiations with each such prospective purchaser or lessee.

11. COOPERATION WITH AND COMPENSATION TO COOPERATING BROKERS

Owner agrees that Broker may work with other licensed real estate brokers ("Cooperating Brokers") to secure a purchaser for the Property. Owner further acknowledges, understands, accepts and agrees that Broker will not be offering to share, split, or provide any portion of the Sales Commission with such Cooperating Brokers and will advise them that (a) they will be deemed the agent of any prospective purchaser on whose behalf they express interest in the Property and (b) they will have to look to such prospective purchaser for any compensation for their efforts in the sale or lease of the Property. Owner understands and agrees that Broker will require Cooperating Brokers and the prospective purchasers they represent to agree to and acknowledge these terms of cooperation and compensation before providing such parties access to information about the Property contained within the on-line document library.

12. EXTENT OF CONTRACT

This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Upon execution of an Agreement of Sale this Agreement and all rights and obligations hereunder shall be automatically extended through the date of actual settlement or closing.

13. GOVERNING LAW

This Agreement shall be construed according to the laws of the State of New Jersey.

14. VALIDITY OF FAXED SIGNATURES

This Agreement shall be effective when signed below or in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

15. NEW JERSEY LAW

Required Notice: Please find below a notice which we are required to furnish you under the New Jersey Administrative Code (11:5-6.4):

COMMISSION SPLITS

LISTING BROKERS USUALLY COOPERATE WITH OTHER BROKERAGE FIRMS BY SHARING INFORMATION ABOUT THEIR LISTINGS AND OFFERING TO PAY PART OF THEIR COMMISSION TO THE FIRM THAT PRODUCES A BUYER. THIS IS GENERALLY REFERRED TO AS THE "COMMISSION SPLIT."

SOME LISTING BROKERS OFFER TO PAY COMMISSION SPLITS OF A PORTION OF THE GROSS COMMISSION, USUALLY EXPRESSED AS A PERCENTAGE OF THE SELLING PRICE, LESS A

SIGNIFICANT DOLLAR AMOUNT. OTHER LISTING BROKERS OFFER A PORTION OF THE GROSS COMMISSION LESS ONLY A MINIMAL LISTING FEE OR LESS ZERO.

THE AMOUNT OF COMMISSION SPLIT YOUR BROKER OFFERS CAN AFFECT THE EXTENT TO WHICH YOUR PROPERTY IS EXPOSED TO PROSPECTIVE BUYERS WORKING WITH LICENSEES FROM OTHER BROKERAGE FIRMS.

ON THIS LISTING, THE BROKER IS NOT OFFERING TO SPLIT THE SALES COMMISSION WITH COOPERATING BROKERS AND IS, INSTEAD, REQUIRING COOPERATING BROKERS TO ARRANGE TO BE PAID BY THE PROSPECTIVE BUYER THEY REPRESENT.

IF YOU FEEL THAT THIS MAY RESULT IN YOUR PROPERTY RECEIVING LESS THAN MAXIMUM EXPOSURE TO BUYERS, YOU SHOULD DISCUSS THOSE CONCERNS WITH THE LISTING SALESPERSON OR HIS/HER SUPERVISING BROKER.

BY SIGNING THIS LISTING AGREEMENT THE OWNER(S) ACKNOWLEDGE HAVING READ THIS STATEMENT ON COMMISSION SPLITS.

16. ENTIRE CONTRACT

This Agreement, and the Contract, together contain the entire agreement and understandings between the parties; and there are no related oral agreements or representations. If there is a conflict between the Agreement, and the Contract, then the Contract shall control.

17. NOTICES

All notices which may be required or desired to be given by either party hereto shall be given in writing and in accordance with the notice provisions of the Contract.

OWNER: COUNTY OF GLOUCESTER

BROKER: NAI MERTZ CORPORATION

By: _____
Robert M. Damminger
Title: Freeholder Director

By: _____
Barry P. Mertz, SIOR, President

BASIS OF AWARD
(To be completed by County evaluation committee)

RFP-011-055- Realtor - NAI Mertz, Commercial Real Estate

EVALUATION FACTORS	SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	
A. Proposal contains all required checklist information <u> 5 </u> points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Very large and qualified firm with over 30 years of experience to perform duties listed in the RFP. <u> 25 </u> points	24
C. <u>Relevance and Extent of Similar Engagements performed</u> One Governmental sale listed; however, very large firm with over 30 years of experience in commercial real estate <u> 25 </u> points	22
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Plan is very thorough and meets all requirements listed in the RFP. <u> 25 </u> points	24
E. Reasonableness of Cost Proposal No cost to the County whether properties are sold or not. 6% of the 1 st 10,000 and 4% of balance of the sale. <u> 20 </u> points	18
TOTALS	93

B9

RFP #011-055

**Standard Requirements of
Technical Proposal**

SECTION 3

A

NAI Mertz Corporation
21 Roland Avenue
Mount Laurel, New Jersey 08054

B

Age of firm: founded in 1980
Average number of employees over the last three years: 30 personnel

C

Please see biographical information in the attached addendum

1. John Brown, Broker Associate
2. Fred Meyer SIOR, Director of Corporate Services
3. Bary Mertz SIOR, President

D

Over the last 10 years NAI Mertz Corporation has completed over 2,500 sale and lease transactions in Southern New Jersey. In Gloucester County we completed 134 transactions representing, among others, the following:

- ⇒ Gloucester County - reference Pete Mercanti (856-853-3420)
- ⇒ Exeter Property Group - reference Henry Steinberg (610-234-3215)
- ⇒ Pureland Industrial Complex - reference Charles Walters (856-467-2333)
- ⇒ Mercedes Freightliner/ c/o NAI Norris, Beggs & Simpson - reference Randy Young (503-273-0535)
- ⇒ Liberty Property Trust - reference Tony Ewing (856-722-1000)
- ⇒ TD Bank - reference Mike Rovinsky (856-470-5953)

NAI Mertz has long standing relationships representing numerous Southern New Jersey landlords and businesses - including:

- ⇒ The Bleznak Organization - reference Alan Bleznak (856-665-3410)
- ⇒ Cherry Hill Business Park - reference Ben Cohen (610-664-8300)
- ⇒ PSE&G Site Finders - reference Will Steffens (973-430-6360)

E

For a detailed plan for providing services, please see response to Section 4.1: Scope of Work.

NAI Mertz

Commercial Real Estate Services, Worldwide.

We propose a commission schedule that is consistent with the statutory rate applicable to a Sheriff's Sale:

- ⇒ 6% of the first \$10,000 of the selling price
- ⇒ 4% of the balance of the selling price
- ⇒ Cooperating brokers will be invited to participate in the program, but will be treated as agents of the prospective purchaser they represent, and will be compensated by the prospective purchaser in the form of a "Buyer's Premium". We recommend fixing the rate of the Buyer's Premium at no more than three percent (3%) of the purchase price.
- ⇒ Certain marketing expenses (such as the cost of the web site, property signs, and newspaper advertising), as previously outlined above in Section 4.3, will also be allocated to each property and included in the Buyer's Premium.