

**MINUTES**

7:30 p.m. Wednesday, April 4, 2012

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Nestore	X	
Wallace	X	
Chila	X	
Simmons	X	
Barnes	X	
Taliaferro	X	
Damminger	X	

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

Changes to the Agenda

Approval of the budget meeting minutes of February 11, 2012, February 18, 2012 and February 25, 2012, closed session minutes from the budget meeting of February 25, 2012 and closed session minutes from March 7, 2012, as well as the regular minutes from March 21, 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46536 Proclamation Honoring George Hubbs for Years of Service to the Gloucester County Library Commission (Previously Presented) (Barnes)

46537 Proclamation Recognizing YMCA of Gloucester County As They Celebrate Their 100<sup>th</sup> Anniversary (Previously Presented) (Barnes)

\*\*Administrator Bruner gave a presentation (see attached)\*\*

**PUBLIC HEARING**

**PUBLIC HEARING AND ADOPTION OF THE 2012 BUDGET.**

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: Lee Lucas from Gibbstown commented on the budget.

CLOSE

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**ADOPT**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**PUBLIC HEARING**

**46538 BOND ORDINANCE AUTHORIZING THE CONSTRUCTION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$10,242,346 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$4,603,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.**

**OPEN**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**CLOSE**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**ADOPT**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			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
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**CLOSE**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
DEPUTY DIRECTOR CHILA**

**46539 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE GLOUCESTER COUNTY 2012 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

1. County Environmental Health Act - \$173,225.00
2. Job Access and Reverse Commute Transportation - \$9,729.00
3. Juvenile Accountability Block Grant - \$14,746.00
4. Peer Grouping - \$105,784.00
5. Workforce Investment Board - \$11,764.00
6. Housing Preservation Grant - \$50,000.00
7. Insurance Fraud Reimbursement Program - \$170,238.00
8. Workforce Investment Act - \$116,288.00
9. FY11 Homeland Security Grant - \$326,977.00
10. Hurffville Crosskeys Road Resurfacing from Rt. 47 to Greentree Road - \$597,057.00
11. Sexual Assault Nurse Examiner Program - \$73,000.00
12. Gloucester County Wastewater Management Plan Grant Program - \$50,000.00
13. Gloucester County South Jersey Transit Expansion Framework Study - \$100,000.00

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46540 RESOLUTION AUTHORIZING THE CANCELLATION OF CERTAIN UNCASHED CHECKS AND TRANSFERRING THE ASSOCIATED FUNDS INTO MISCELLANEOUS REVENUE.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46541 RESOLUTION AUTHORIZING THE COUNTY TO APPROVE THE LOCATION OF THE REGION #7 REGIONAL ACHIEVEMENT CENTER TO BE HOUSED IN THE AVAILABLE SPACE PROVIDED BY THE GLOUCESTER COUNTY OFFICE OF EDUCATION.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46542 RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY.**

	Motion	Second	Yes	No	Abstain
Nestore				X	
Wallace				X	
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46543 RESOLUTION ESTABLISHING GLOUCESTER COUNTY EMPLOYEE SALARY RANGES AND FIXING COMPENSATION FOR NON-UNION EMPLOYEES; AND, FOR TITLES ASSOCIATED WITH FOP#199; PBA #122; AND, FOP#165, FOR THE YEAR 2012.**

	Motion	Second	Yes	No	Abstain
Nestore				X	
Wallace				X	
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: Freeholder Nestore commented that he and Freeholder Wallace do not approve raises for assistants.

**46544 RESOLUTION AUTHORIZING THE SALE OF CERTAIN SURPLUS COUNTY PROPERTY THROUGH GOVDEALS ONLINE AUCTIONS UNDER STATE CONTRACT NUMBER 70967, INDEX NUMBER T-2581.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER BARNES**

**46545 RESOLUTION AUTHORIZING AN AMENDMENT TO CONTRACT WITH THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY TO INCREASE THE TOTAL MAXIMUM CONTRACT AMOUNT BY \$10,000.00 TO A NEW MAXIMUM OF \$323,000.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46546 RESOLUTION AUTHORIZING AN AMENDMENT TO CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT, TO INCREASE THE TOTAL CONTRACT AMOUNT BY \$11,764.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46547 RESOLUTION AUTHORIZING EXTENSIONS OF SUBRECIPIENT MUNICIPAL AGREEMENTS BETWEEN THE COUNTY OF GLOUCESTER AND THE BOROUGHS OF PITMAN AND NEWFIELD TO ADMINISTER THE SPENDING OF THEIR COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION OF FUNDS.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46548 RESOLUTION AUTHORIZING A GRANT AGREEMENT FOR FISCAL YEAR 2012 STATE AID BETWEEN THE NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE COUNTY OF GLOUCESTER IN THE AMOUNT OF \$2,973,000.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46549 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #03-FINAL WITH JPC GROUP, INC., IN THE AMOUNT OF \$288,978.46.**

	Motion	Second	Yes	No	Abstain
Nestore				X	
Wallace				X	
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46550 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER DECREASE #2-FINAL WITH SOUTH STATE, INC. IN THE AMOUNT OF -\$4,393.82, REGARDING ENGINEERING PROJECT #06-14SA.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46551 RESOLUTION AUTHORIZING A CONTRACT WITH A.E. STONE, INC. IN THE AMOUNT OF \$714,004.48 FOR ENGINEERING PROJECT #10-04FA.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46552 RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SOUTH STATE INC. FOR THE SUPPLY, DELIVERY AND OVERLAY OF HOT MIX ASPHALT MATERIALS (HMA) FOR A MINIMUM CONTRACT AMOUNT OF ZERO, AND A MAXIMUM CONTRACT AMOUNT OF \$1,000,000.00, PER TERM, FROM APRIL 4, 2012 TO APRIL 3, 2013.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46553 RESOLUTION AUTHORIZING EXTENSION OF CONTRACTS WITH SOUTH STATE INC., AND R.E. PIERSON CONSTRUCTION COMPANY, FOR ONE YEAR FOR THE SUPPLY OF MILLING AND PROFILING SERVICES, EACH FOR A MINIMUM AMOUNT OF ZERO, AND A MAXIMUM AMOUNT OF \$400,000.00 FROM MARCH 23, 2012 TO MARCH 22, 2013.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46554 RESOLUTION AUTHORIZING EXTENSION OF CONTRACTS WITH SOUTH STATE INC., AND R.E. PIERSON CONSTRUCTION COMPANY, FOR ONE YEAR FOR THE SUPPLY OF BITUMINOUS MATERIAL, EACH FOR A MINIMUM AMOUNT OF ZERO, AND A MAXIMUM AMOUNT OF \$1,000,000.00 FROM MAY 4, 2012 TO MAY 3, 2013.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF HEALTH & EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER SIMMONS**

**46555 RESOLUTION AUTHORIZING SUBMISSION OF THE 2011 GLOUCESTER COUNTY DEPARTMENT OF HEALTH, SENIOR AND DISABILITY SERVICES-DIVISION OF HEALTH SERVICES ANNUAL REPORT TO THE NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46556 RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY, AS THE OWNER/OPERATOR OF THE SHADY LANE NURSING HOME, WHEREIN THE COUNTY OF GLOUCESTER WILL ADMINISTER CERTAIN CARE MANAGEMENT AND SUPPORT SERVICES FROM JANUARY 1, 2012 TO DECEMBER 31, 2012, FOR A TOTAL CONTRACT AMOUNT OF \$105,784.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46557 RESOLUTION AUTHORIZING A CONTRACT WITH ALL ABOUT CARE, LLC FOR THE PROVISION OF THE PEER GROUPING HOMEMAKER/PERSONAL CARE PROGRAM FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$40,000.00 FROM JANUARY 1, 2012, TO DECEMBER 31, 2012.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46558 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND KENNEDY MEMORIAL HOSPITAL UNIVERSITY MEDICAL CENTER, INC. TO INCREASE THE MAXIMUM CONTRACT AMOUNT BY \$4,208.79.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

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

**DEPUTY DIRECTOR CHILA  
FREEHOLDER TALIAFERRO**

**46559 RESOLUTION AUTHORIZING THE PURCHASE OF 9-1-1 TELEPHONE EQUIPMENT FROM JOHNSTON COMMUNICATIONS FOR THE 9-1-1 EMERGENCY BACK UP SITE THROUGH STATE CONTRACT NUMBER A69907, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$200,000.00, FROM APRIL 4, 2012 TO APRIL 3, 2013.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons			X		
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF SOCIAL &  
HUMAN SERVICES**

**FREEHOLDER NESTORE  
DEPUTY DIRECTOR CHILA**

**46560 RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATION BY THE COUNTY OF GLOUCESTER AND NJ TRANSIT FOR THE LEASING OF TWO VEHICLES, ONE MINIBUS W/ FRONT LIFT AND ONE EXTENDED MINIBUS W/ FRONT LIFT UNDER FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5310 GRANT YEAR OF 2012.**

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF GOVERNMENT SERVICES**

**FREEHOLDER WALLACE  
FREEHOLDER SIMMONS**

**46561 RESOLUTION AUTHORIZING A CONTRACT TO WILLIAM R. CAREY & CO., INC., FOR BROKER SERVICES IN PLACING INDIVIDUAL AND AGGREGATE EXCESS LOSS MEDICAL COVERAGE FOR THE GLOUCESTER COUNTY DEPARTMENT OF CORRECTIONS FROM MARCH 1, 2012 TO FEBRUARY 28, 2013 FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$179,041.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46562 RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO METLIFE FOUNDATION & LOCAL INITIATIVES SUPPORT CORPORATION FOR A 2012 COMMUNITY-POLICE PARTNERSHIP GRANT.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46563 RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO ASH INSTITUTE FOR DEMOCRATIC GOVERNANCE AND INNOVATION FOR A \$100,000.00 SENIOR SAFETY/CRIME PREVENTION PROGRAM GRANT.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46564 RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION/FEDERAL HIGHWAY ADMINISTRATION - NHTSA/FHWA, DIVISION OF HIGHWAY TRAFFIC SAFETY, FOR FY2013 CHILD PASSENGER SAFETY (CPS) GRANT IN THE AMOUNT \$31,643.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF PARKS & LAND PRESERVATION**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

**46565 RESOLUTION AUTHORIZING EXECUTION OF UTILITY EASEMENT AGREEMENT BETWEEN ATLANTIC CITY ELECTRIC COMPANY AND THE COUNTY OF GLOUCESTER FOR BLOCK 254.01, LOT 34.03.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

**46566 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE BOROUGH OF GLASSBORO FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons					X
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

**46567 RESOLUTION AUTHORIZING THE TRANSFER OF THE COUNTY'S OWNERSHIP INTEREST IN THE OPEN SPACE PROPERTY KNOWN AS BLOCK 12401, LOT 21.01, TOWNSHIP OF MONROE, PREVIOUSLY PURCHASED FOR CONSERVATION AND RECREATION PURPOSES, TO THE TOWNSHIP OF MONROE.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

**46568 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 E. THOMAS CLENDINING IN THE TOWNSHIP OF HARRISON KNOWN AS BLOCK 33, LOT 5.01, CONSISTING OF APPROXIMATELY 5.813 ACRES, FOR THE AMOUNT OF \$65,977.55 (CERTIFIED AT \$11,350.00 PER ACRE).**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger					X

Comments: N/A

**46569 RESOLUTION AUTHORIZING THE AWARD OF A SPLIT CONTRACT FOR THE GLOUCESTER COUNTY ANIMAL SHELTER FOR PROFESSIONAL VETERINARIAN SERVICES WITH PITMAN ANIMAL HOSPITAL FOR A MAXIMUM CONTRACT AMOUNT OF \$35,000.00, CROSS KEYS ANIMAL HOSPITAL FOR A MAXIMUM CONTRACT AMOUNT OF \$30,000.00 AND CLAYTON ANIMAL HOSPITAL FOR A MAXIMUM CONTRACT AMOUNT OF \$30,000.00 FROM APRIL 1, 2012 TO MARCH 31, 2013.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

Old Business

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**IN HONOR AND RECOGNITION OF  
VIETNAM VETERANS REMEMBRANCE WEEK  
MAY 7, 2012**

**WHEREAS**, the week of May 7, 2012 has been designated “**Vietnam Veterans Remembrance Week**” to honor the sacrifices of those who served in the Vietnam War which lasted from **December 31, 1960 to May 7, 1975**; and

**WHEREAS**, over **280,000 residents of New Jersey saw duty** during the Vietnam War and of the **280,000 New Jersey residents, 1512 brave patriots were killed in action** and **45 heroes** are still listed as **missing in action**; and

**WHEREAS**, of those **New Jersey residents** who made the **ultimate sacrifice** for their country **44** were **Native Sons of Gloucester County**; and

**WHEREAS**, **May 7, 2012** is the anniversary of the day that the Vietnam War officially ended, it is fitting that this week be set aside as a time to honor those Veterans who served in Vietnam with valor and to remember the heroic men and women from New Jersey who lost their lives in the service of their country; and

**WHEREAS**, the Board of Chosen Freeholders wishes to recognize and thank the members of the South Jersey Vietnam Veterans Association and all Veterans Organizations for their continued commitment and service to their fellow Veterans; and

**WHEREAS**, the Board of Chosen Freeholders would also like to honor the valiant families of MIA’s who have had to suffer, not only the absence of their loved ones, but also the uncertainty of their fate; and

**NOW THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **do hereby recognize the week of May 7, 2012 as “Vietnam Veterans Remembrance Week” in Gloucester County.**

**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 2<sup>nd</sup> day of May, 2012.

\_\_\_\_\_  
**Robert M. Damminger**  
Freeholder Director

\_\_\_\_\_  
**Giuseppe (Joe) Chila**  
Freeholder Deputy Director

\_\_\_\_\_  
**Lyman Barnes**  
Freeholder

\_\_\_\_\_  
**Vincent H. Nestore, Jr.**  
Freeholder

\_\_\_\_\_  
**Heather Simmons**  
Freeholder

\_\_\_\_\_  
**Adam J. Taliaferro**  
Freeholder

\_\_\_\_\_  
**Larry Wallace**  
Freeholder

Attest: \_\_\_\_\_  
**Robert N. DiLella, Clerk**

*RECOGNIZING  
CLEARVIEW REGIONAL HIGH SCHOOL  
1<sup>ST</sup>, 2<sup>ND</sup> AND 3<sup>RD</sup> PLACE WINNERS  
TSA NEW JERSEY STATE COMPETITION 2012*

*WHEREAS, it is the desire of the Board of Chosen Freeholders to pay special tribute to Clearview Regional High School for its students outstanding performance and procurement of the titles of 1<sup>st</sup> place, 2<sup>nd</sup> place and 3<sup>rd</sup> place in the Technology Students Association (TSA) State Competition, 2012 ; and*

*WHEREAS, the Technology Students Association (TSA) fosters personal growth, leadership, and opportunities in technology, innovation, design, and engineering, and its members apply and integrate science, technology, engineering, and mathematics concepts through co-curricular activities, competitive events and related programs; and*

*WHEREAS, these outstanding students have once again made Clearview Regional High School known as a top ranked school in Technology, with hard work, determination and vast use of their own free time, under the tutelage of TSA Advisor, Melissa Parr, assisted by administration and staff members; and*

*WHEREAS, in the past six years Clearview has received over thirty 1<sup>st</sup>, 2<sup>nd</sup>, or 3<sup>rd</sup> place NJ State TSA Competition Awards as well as two National Awards, this year competing against over 50 schools and 1600 students- the most in TSA history ; and*

*WHEREAS, at the TSA State Competition held on March 28, 2012, Clearview received two 1<sup>st</sup> place awards for Architectural Model and Video Game Design, 2<sup>nd</sup> place in Structural Engineering and 3<sup>rd</sup> place in Chapter Team, Promotional Graphics and 3D Engineering Design as well additional individual honors for TSA Honor Society, Gold Achievement, and Bronze Award; and*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Deputy Director Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace do hereby honor and congratulate Clearview Regional High School for its outstanding performance in the 2012 TSA State Competition and commend the participating students and their advisor, administration and staff members for their exceptional efforts and competitive spirits as evidenced by their accomplishments.*

*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 2<sup>nd</sup> day of May, 2012.*

\_\_\_\_\_  
Robert M. Damming  
Freeholder Director

\_\_\_\_\_  
Giuseppe (Joe) Chila  
Freeholder Deputy Director

\_\_\_\_\_  
Lyman Barnes  
Freeholder

\_\_\_\_\_  
Vincent H. Nestore, Jr.  
Freeholder

\_\_\_\_\_  
Heather Simmons  
Freeholder

\_\_\_\_\_  
Adam Taliaferro  
Freeholder

\_\_\_\_\_  
Larry Wallace  
Freeholder

ATTEST: \_\_\_\_\_  
Robert N. DiLella, Clerk

~ In Recognition of ~  
Stefan Zych  
Achieving Rank of Eagle Scout

**WHEREAS**, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Stefan Zych** on his achievements as a member of the Boy Scouts of America, Troop 7123; and

**WHEREAS**, **Stefan Zych** started his scouting career as a Cub Scout in the third grade as a Bear, earned the Cub Scout Arrow of Light as a Webelos, and then entered Troop 7123; and

**WHEREAS**, **Stefan Zych** has further distinguished himself by earning the "Rank of Eagle Scout"- the highest award offered by the Boy Scouts of America; and

**WHEREAS**, **Stefan Zych** reached the rank of Tenderfoot in 2007, Second Class and First Class in 2008, Star in 2009, Life in 2010 and has served as Quartermaster, Assistant Patrol Leader, Patrol Leader, Troop Guide and received the Ad Altare Dei medal for religion; and

**WHEREAS**, **Stefan Zych** has two very caring and loving parents who always made sure that he got involved in activities within his community. **Stefan** is one of the one hundred and seventy four applicants accepted out of one thousand who applied at St Augustine's Preparatory School, he has received headmaster's honors and has a grade point average of 92%, he will be inducted into the Spanish National Honor Society in May, and has volunteered at the Samaritan House in Glassboro, the Cathedral Kitchen in Camden, is involved in his church youth group and has been an altar server for six years; and

**WHEREAS**, **Stefan Zych** has earned Merit Badges in American Heritage, Archery, Astronomy, Aviation, Camping, Canoeing, Carpentry (2010 Historical), Chemistry, Citizenship in the Community, Citizenship in the Nation, Citizenship in the World, Communications, Emergency Preparedness, Environmental Science, Family Life, Fire Safety, First Aid, Gardening, Law, Lifesaving, Nuclear Science, Personal Fitness, Personal Management, Pets, Photography, Reading, Rifle Shooting and Swimming; and

**WHEREAS**, **Stefan Zych** exhibited his commitment to public service by being responsible for the project to clean up, repair and replace the stone in the meditation areas at St. Bridget's Church Cemetery in Glassboro. He raised funds to purchase a new St. Francis Statue, replaced mulch, removed the existing sidewalk (which consisted of busting up and removing the old concrete) leading to the Calvary Monument in the middle of the cemetery and replaced it with a new paver walkway, cleaned the Calvary Monument and painted all the statues, making the cemetery a place where the relatives and friends of the deceased can pay homage to their loved ones in a beautiful setting; and

**NOW THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace, **do hereby honor and recognize Stefan Zych for his leadership, personal achievements and dedicated service to his community in achieving the Rank of Eagle Scout.**

**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 14<sup>th</sup> day of April, 2012.

\_\_\_\_\_  
**Robert M. Damminger**  
Freeholder Director

\_\_\_\_\_  
**Giuseppe (Joe) Chila**  
Freeholder Deputy Director

\_\_\_\_\_  
**Lyman Barnes**  
Freeholder

\_\_\_\_\_  
**Vincent H. Nestore, Jr.**  
Freeholder

\_\_\_\_\_  
**Heather Simmons**  
Freeholder

\_\_\_\_\_  
**Adam Taliaferro**  
Freeholder

\_\_\_\_\_  
**Larry Wallace**  
Freeholder

Attest: \_\_\_\_\_  
**Robert N. DiLella, Clerk**

~ In Recognition of ~  
**Ryan Huttemann**  
Achieving Rank of Eagle Scout

*WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Ryan Huttemann on his achievements as a member of the Boy Scouts of America, Troop 7123; and*

*WHEREAS, Ryan Huttemann has been involved in Scouting for over ten years, since Tiger Cubs, following his Brother, Father and Grandfather in the Scouting tradition; and*

*WHEREAS, Ryan Huttemann has further distinguished himself by earning the "Rank of Eagle Scout"- the highest award offered by the Boy Scouts of America; and*

*WHEREAS, Ryan Huttemann reached the ranks of Scout and Tenderfoot in 2005, Second Class in 2006, First Class in 2007, Star and Life in 2008, and has participated in numerous camping trips, his favorites being those he took with his Father and Brother, particularly the Summer Camps Assateague and Gettysburg, the most memorable being the backpacking hike to Bear Mountain; and*

*WHEREAS, Ryan Huttemann is a Senior at Gloucester Catholic High School, is a member of the National Honor Society and Society of High School Scholars, participates in many activities including football, track and drama club, his favorite subjects are Math and Science, and he is enrolled at Penn State and has been accepted into their engineering and honors program; and*

*WHEREAS, Ryan Huttemann has earned Merit Badges in American Heritage, Archery, Astronomy, Camping, Carpentry, Citizenship in the Community, Citizenship in the Nation, Citizenship in the World, Communications, Emergency Preparedness, Environmental Science, Family Life, Fingerprinting, Fire Safety, First Aid, Home Repairs, Law, Path finding (2010 Historical), Personal Fitness, Personal Management, Rifle Shooting, Shotgun Shooting, Snow Sports, Space Exploration, Sports, Swimming, Wilderness Survival and Wood Carving, and Awards in Firem'n Chit, and Totin' Chip; and*

*WHEREAS, Ryan Huttemann exhibited his commitment to public service by being responsible for the project to renovate the Stations of the Cross along the grotto walkway at Our Lady of Lourdes Church in Glassboro. The Stations were enclosed in 20x28 inch wooden shadow boxes with shingled roofs covered by pexi-glass. The renovation including dismantling, sanding, staining and varnishing the 14 Stations, sanding and staining the posts, removing, cutting and replacing cedar shingles, and replacing the pexi-glass, about 200 hours of work, spanning three seasons from start to finish; and*

*NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace, do hereby honor and recognize Ryan Huttemann for his leadership, personal achievements and dedicated service to his community in achieving the Rank of Eagle Scout.*

*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 14<sup>th</sup> day of April, 2012.*

\_\_\_\_\_  
*Robert M. Damminger*  
Freeholder Director

\_\_\_\_\_  
*Giuseppe (Joe) Chila*  
Freeholder Deputy Director

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*Lyman Barnes*  
Freeholder

\_\_\_\_\_  
*Vincent H. Nestore, Jr.*  
Freeholder

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*Heather Simmons*  
Freeholder

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*Adam Taliaferro*  
Freeholder

\_\_\_\_\_  
*Larry Wallace*  
Freeholder

Attest: \_\_\_\_\_  
*Robert N. DiLella, Clerk*

PO

~ In Recognition of ~  
**Zachary Allen Samuels**  
**Achieving Rank of Eagle Scout**

*WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Zachary Allen Samuels on his achievements as a member of the Boy Scouts of America, Troop 7123; and*

*WHEREAS, Zachary Allen Samuels started his scouting career as a Glassboro Cub Scout Pac 289 in 2000 as a Tiger, earned the Cub Scout Arrow of Light in 2005, and then entered Troop 7123; and*

*WHEREAS, Zachary Allen Samuels has further distinguished himself by earning the "Rank of Eagle Scout"- the highest award offered by the Boy Scouts of America; and*

*WHEREAS, Zachary Allen Samuels reached the rank of Tenderfoot in 2005, Second Class in 2006, First Class in 2007, Star and Life in 2008, and has participated in numerous camping trips, such as Hawk Mountain, Gettysburg and the Adirondacks, considering his 50 mile canoe trip through upstate New York the most memorable and significant; and*

*WHEREAS, Zachary Allen Samuels is a Senior at Gloucester Catholic High School, is a member of the National Honor Society, participates in the varsity sports of Swimming, Track and Field, and Cross Country, serving as Captain of the Cross Country team this year, and he has completed many service projects including food collection, church renovations and community cleanups; and*

*WHEREAS, Zachary Allen Samuels has earned Merit Badges in Archery, Art, Astronomy, Camping, Canoeing, Citizenship in the Community, Citizenship in the Nation, Citizenship in the World, Coin Collecting, Communications, Cooking, Environmental Science, Family Life, Fingerprinting, Fire Safety, First Aid, Home Repairs, Indian Lore, Lifesaving, Medicine, Path finding (2010 Historical), Personal Fitness, Personal Management, Rifle Shooting, Small Boat Sailing, Snow Sports, Space Exploration, Sports, Swimming, and Wilderness Survival, and Awards in B.S.A. Lifeguard, Fifty Miler Award, Firem'n Chit, Mile Swim, Snorkeling B.S.A., and Totin' Chip; and*

*WHEREAS, Zachary Allen Samuels exhibited his commitment to public service by being responsible for the project to plan and complete site improvements for The Land of Canaan Cemetery in Elk Township. Through donations and fellow scout and community volunteers, he was able to make several changes to the site that changed its overall appearance by adding landscaping to the entrance areas and replacing the old signage with two brand new signs. He created a landscaped meditation area with a new bench, cut and cleared overgrown areas, and painted the boundary posts throughout, creating a calm and peaceful place for the community to remember their loved ones who have passed; and*

*NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace, do hereby honor and recognize Zachary Allen Samuels for his leadership, personal achievements and dedicated service to his community in achieving the Rank of Eagle Scout.*

*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 14<sup>th</sup> day of April, 2012.*

\_\_\_\_\_  
*Robert M. Damming*  
Freeholder Director

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*Giuseppe (Joe) Chila*  
Freeholder Deputy Director

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*Lyman Barnes*  
Freeholder

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*Vincent H. Nestore, Jr.*  
Freeholder

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*Heather Simmons*  
Freeholder

\_\_\_\_\_  
*Adam Taliaferro*  
Freeholder

\_\_\_\_\_  
*Larry Wallace*  
Freeholder

Attest: \_\_\_\_\_  
*Robert N. DiLella, Clerk*

**RECOGNIZING  
THE PARISH OF ST BRIDGET  
FOR CELEBRATING ITS  
125<sup>TH</sup> YEAR ANNIVERSARY  
1887- 2012**

*WHEREAS, it is the distinct pleasure of the Gloucester County Board of Chosen Freeholders to recognize the Parish of St Bridget for celebrating its 125th year anniversary; and*

*WHEREAS, on Sunday, April 22<sup>nd</sup>, there will be a multicultural mass held in the church and dinner at Masso's Crystal Manor celebrating the Parish of St Bridget's 125 years (1887-2012) as a believing, living, and proclaiming the gospel of Jesus Christ Parish; and*

*WHEREAS, in the year 1887, St. Bridget became an official Parish, serving over two hundred parishioners of all ethnicities and livelihoods, and was integral in establishing surrounding parishes, growing a congregation that attracted a variety of immigrants- German, Polish, Irish and Italian, all faith-filled and determined Catholics, building the base of what the Parish of St Bridget represents today; and*

*WHEREAS, presently St Bridget Parish is unique in the Diocese as having a three- fold mission by serving Glassboro area parishioners, being the Catholic center for the Hispanic community of central Gloucester County, and also by servicing the students, faculty and staff of Rowan University; and*

*WHEREAS, the story of St Bridget Parish continues to be part of the story of Glassboro; preserving, maintaining and building upon the firm foundation laid by others is the mission of the Parish considered by many to be the spiritual anchor of their life and faith; and*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace do hereby honor and congratulate the Parish of St Bridget on celebrating its 125th year anniversary.*

*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 22nd day of April, 2012.*

\_\_\_\_\_  
Robert M. Damminger  
Freeholder Director

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Giuseppe (Joe) Chila  
Freeholder Deputy Director

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Lyman Barnes  
Freeholder

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Vincent H. Nestore, Jr.  
Freeholder

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Heather Simmons  
Freeholder

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Adam Taliaferro  
Freeholder

\_\_\_\_\_  
Larry Wallace  
Freeholder

ATTEST: \_\_\_\_\_  
Robert N. DiLella, Clerk

# Grand Opening Total Turf Experience April 24, 2012

*WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to recognize the Grand Opening of "Total Turf Experience" the long-awaited multi-sport complex, on April 24, 2012, located at 614 Lambs Road, Mantua, New Jersey; and*

*WHEREAS, Total Turf Experience was created from the vision of four men- Jerry McGough, Brad Yates and the former professional soccer player Andy Logar of Washington Twp, NJ, and Bob Lofus, a Villanova, Pa resident, with idea of bringing indoor soccer, baseball, softball, arena football, lacrosse and field hockey to the Mantua Township area. The four principals have partnered with Virtua Health Systems to include Virtua's sports medicine and community outreach programs at the facility; and*

*WHEREAS, Total Turf Experience is a \$6.8 million facility situated on a 16 acre site which is part of the Route 55 Redevelopment Area and is bringing new jobs and revenue generating tax ratables to Mantua by developing an under-utilized site with six professional-style lighted indoor fields, an 8,400 square-foot hard floor training area, an 110 by 80 yard outdoor football field, outdoor batting cages, an 11 acre five course paintball area, a restaurant and a sporting goods store; and*

*WHEREAS, Total Turf Experience emphasizes injury prevention, recovery and world class assistance for the injured athlete provided by an on-site certified athletic trainer from Virtua; Virtua will also be conducting educational programs for coaches, fitness trainers and parents on injury prevention; and*

*WHEREAS, Total Turf Experience is an organization staffed by professionals with a vision of comprehensive sports training that offers excellent insight to injury prevention and recovery and will be offering the use of their turf fields to area high school teams, coaches, and professional athletes alike; and*

*WHEREAS, Total Turf Experience is the epitome of true Partnership, Perseverance and Redevelopment; a unique collaboration that serves as a model to be duplicated throughout the County of Gloucester; and*

**NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby recognize Total Turf Experience on their Grand Opening Celebration.**

*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 24<sup>th</sup> day of April, 2012.*

\_\_\_\_\_  
Robert M. Damminger  
Freeholder Director

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Giuseppe (Joe) Chila  
Freeholder Deputy Director

\_\_\_\_\_  
Lyman Barnes  
Freeholder

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Vincent H. Nestore, Jr.  
Freeholder

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Heather Simmons  
Freeholder

\_\_\_\_\_  
Adam J. Taliaferro  
Freeholder

\_\_\_\_\_  
Larry Wallace  
Freeholder

Attest: \_\_\_\_\_  
Robert N. DiLella, Clerk

~In Recognition of~  
**JASON TYLER COLES**  
**Achieving Rank of Eagle Scout**

**WHEREAS**, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Jason Tyler Coles** on his achievements as a member of the Boy Scouts of America, Troop 4; and

**WHEREAS**, in reaching his goal of Eagle Scout, Jason Tyler Coles achieved the ranks of Scout in June 2006, Tenderfoot in September 2006, Second Class in April 2007, First Class in January 2008, Star in October 2008, Life in October 2009 and has distinguished himself by earning the "Rank of Eagle Scout," the highest award offered by the Boy Scouts of America on February 16, 2012; and

**WHEREAS**, while in the Boy Scouts, Jason's accomplishments include, but are not limited to, becoming proficient in canoeing, athletics and all sports. He earned 26 merit badges, 12 of which qualify for Eagle Scout; and

**WHEREAS**, Jason Tyler Coles has held the leadership positions of Senior Patrol Leader, Scribe, and Assistant Senior Patrol Leader; and

**WHEREAS**, in addition to Scouting, Jason has been involved in many varied activities in his School, including his membership in the National Honor Society and Tri-M and has participated on the Varsity Soccer and Varsity Volleyball team and served as Volleyball Captain in 2012; and

**WHEREAS**, Jason Tyler Coles exhibited his commitment to public service by selecting as his Eagle Scout project the beautification of the VFW Memorial in Bridgeport, New Jersey. This included educating the public about the VFW and explaining what the community can do to help the VFW. He spent over 110 hours on the project and demonstrated his leadership qualities by supervising other Scouts and adult volunteers, planning and implementing the project and leading a road clean-up to fund the project; and

**NOW THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **do hereby honor and recognize Jason Tyler Coles for his leadership, personal achievements and dedicated service to his community.**

**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 12th day of May, 2012.

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**Robert M. Damminger**  
Freeholder Director

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**Giuseppe (Joe) Chila**  
Freeholder Deputy Director

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**Lyman Barnes**  
Freeholder

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**Vincent H. Nestore, Jr.**  
Freeholder

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**Heather Simmons**  
Freeholder

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**Adam J. Taliaferro**  
Freeholder

\_\_\_\_\_  
**Larry Wallace**  
Freeholder

Attest: \_\_\_\_\_  
**Robert N. DiLella, Clerk**

**RECOGNITION OF  
SOUTH JERSEY TRACK CLUB OF NEW JERSEY  
SECOND ANNUAL AWARDS LUNCHEON**

*WHEREAS, the South Jersey Track Club of Southern New Jersey will hold their 2<sup>nd</sup> Annual Awards Luncheon on Sunday, April 29, 2012 with this year's theme to honor a few of our "Unsung" Heroes of Southern New Jersey Track and Field; and*

*WHEREAS, the "Unsung" Heroes of Southern New Jersey Track and Field are tireless men and women who have spent countless years of contributing to the well-being of our youth who reside in all of the South Jersey counties; and*

*WHEREAS, the "Unsung" Heroes of Southern New Jersey Track and Field are **Oscar W. Moore, Jr.; Arnold Irving Oakman, Sr.; Evelyn L. Lewis; Freddie O'Garro George; Dr. Harold A. Miller, Jr.; Wilbur "Pony" Wilson Posthumously; King Alfonso Jennings; and South Jersey Track Club President, Morris S. Corsey; and***

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro, and Larry Wallace do hereby recognize, and congratulate these well deserving men and women for serving as outstanding ambassadors for the citizens of Gloucester County.*

*IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 29<sup>th</sup> day of April, 2012.*

\_\_\_\_\_  
*Robert M. Damminger  
Freeholder Director*

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*Giuseppe (Joe) Chila  
Freeholder Deputy Director*

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*Lyman Barnes  
Freeholder*

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*Vincent H. Nestore, Jr.  
Freeholder*

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*Heather Simmons  
Freeholder*

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*Adam J. Taliaferro  
Freeholder*

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*Larry Wallace  
Freeholder*

*ATTEST:*  
\_\_\_\_\_  
*Robert N. DiLella, Clerk*

A1

**RESOLUTION AUTHORIZING A CLOSED SESSION OF THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF WORKERS' COMPENSATION MATTERS ENTITLED GEORGE URBAN v. GLOUCESTER COUNTY, C.P. NO. 2009-24239 (INCLUDING UNDERINSURED MOTORIST CLAIM), AND BARRETT JOHNSON v. GLOUCESTER COUNTY, C.P. NO. 2010-18404**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et. seq.; and

**WHEREAS**, the Open Public Meetings Act of the State of New Jersey generally requires that all meetings of public bodies be open to the public; and

**WHEREAS**, the Open Public Meetings Act further provides that a public body may exclude the public from a portion of a meeting at which the public body discusses items enumerated in the Open Public Meetings Act at N.J.S.A. 10:4-12(b), which items are recognized as requiring confidentiality; and

**WHEREAS**, it is necessary and appropriate for the Board of Chosen Freeholders of the County of Gloucester to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12(b)(7).

**NOW, THEREFORE BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, pursuant to the Open Public Meetings Act of the State of New Jersey that:

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on *May 2, 2012*;
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of and possible settlement of a workers' compensation claims captioned George Urban v. Gloucester County, C.P. No. 2009-24239, including the UIM claim; and, Barrett Johnson v. Gloucester County, C.P. No. 2010-18404;
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Wednesday, May 2<sup>nd</sup>, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

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

A2

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT  
OF THE WORKERS' COMPENSATION CLAIMS OF PETITIONER,  
EDWARD RIEGER v. GLOUCESTER COUNTY, C.P. NO. 2010-3706**

**WHEREAS**, the Petitioner, Edward Rieger, has filed a claim against the County of Gloucester with the State of New Jersey, Department of Labor, Division of Workers' Compensation; and

**WHEREAS**, the parties through Legal Counsel have reached a proposed resolution of the matters, said proposal having been received by the Court for reasonableness.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that disposition of the claims filed by the herein mentioned Petitioner is hereby authorized as follows:

<u>Claimant</u>	<u>Petition No(s).</u>	<u>Award Amt.</u>	<u>Event</u>
Edward Rieger	2010-3706	\$68,280.00	Motor Vehicle Accident

**BE IT FURTHER RESOLVED** that the appropriate legal representative of the County is hereby authorized to execute such documents as shall be necessary to effectuate the disposition as set forth hereinabove.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, May 2, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

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

AB

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT  
WITH QUANTUM HEALTH SOLUTIONS, INC. FOR THE PROVISION OF  
PROFESSIONAL EMPLOYEE ASSISTANCE TO BENEFIT COUNTY  
EMPLOYEES FOR THE PERIOD JUNE 1, 2012 TO MAY 31, 2013, FOR  
A MAXIMUM CONTRACT AMOUNT OF \$33,000.00**

**WHEREAS**, there is a need by Gloucester County for professional employee assistance to benefit the employees of the County of Gloucester; and

**WHEREAS**, the County requested proposals from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Quantum Health Solutions, Inc. with offices at 14 Park Lake Road, Suite 2, Sparta, NJ 07817, 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 \$33,000.00. 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; and

**WHEREAS**, this contract has been awarded pursuant to Gloucester County's fair and open procurement process, consistent with the terms and provisions of N.J.S.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 competitive bids could not be received.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the contract with Quantum Health Solutions, Inc. is hereby approved, and that the Freeholder Director and the Clerk of the Board are hereby authorized to execute said contract for the provision of professional employee assistance to benefit County employees for the period from June 1, 2012 to May 31, 2013, for a maximum contract amount of \$33,000.00;

**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 Wednesday, May 2, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

A3

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
QUANTUM HEALTH SOLUTIONS, INC.**

**THIS CONTRACT** is made effective this 1<sup>st</sup> day of **June, 2012** by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **QUANTUM HEALTH SOLUTIONS, INC.** with offices at 14 Park Lake Road, Suite 2, Sparta NJ 07871, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need by the County of Gloucester for professional employee assistance to benefit the employees of the County; and

**WHEREAS**, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S. 19:44A-20.4; and

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

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

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for a period of one year commencing June 1, 2012 and concluding May 31, 2013.
2. **COMPENSATION.** Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of \$33,000.00.

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.

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

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

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of 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 County's RFP #12-025, and Vendor's responsive proposal, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #12-025, this contract 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 **RFP# 12-025**, which is 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 contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with 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 CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor 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, RFP #12-025 issued by the County of Gloucester and Vendor's responsive proposal. Should there occur a conflict between this form of contract and the County's RFP #12-025, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP #12-025 issued by the County of Gloucester and the Vendor's Proposal, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of this 1<sup>st</sup> day of June, 2012.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**BY: ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

**QUANTUM HEALTH SOLUTIONS, INC.**

\_\_\_\_\_

**BY:** \_\_\_\_\_

\_\_\_\_\_  
(Please Print Name)

A3

**BASIS OF AWARD**

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

**RFP-012-025 – EAP – Quantum Health Services**

<b>EVALUATION FACTORS</b> 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.	<b>SCORE</b>
A. <b>Proposal contains all required checklist information</b> <u>    5    </u> points All required documentation submitted.	5
B. <b><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b> Vendor has qualified personnel assigned to perform functions listed in the RFP. They also have 16 locations located in Gloucester County. <u>   25   </u> points	23
C. <b><u>Relevance and Extent of Similar Engagements performed</u></b> Vendor indicates they are National in scope, offering programs with health care needs. They have clients ranging from Counties, Boards of Education and Authority's including 11 New Jersey clients. <u>   25   </u> points	24
D. <b><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> Vendor's plan is thorough and realistic with structured oriented Results. Substance Abuse Professional services well articulated. <u>   25   </u> points	23
E. <b>Reasonableness of Cost Proposal</b> Cost is the second lowest proposal at 1.75 per employee. Additional services: SAP clinical \$125/hr, \$225 for seminars, \$125 for most other optional services. <u>   20   </u> points	17
<b>TOTALS</b>	<b>92</b>

ACH

**RESOLUTION AUTHORIZING PAYMENT TO THE CAMDEN COUNTY HEALTH SERVICES AND/OR OTHER APPROPRIATE HOSPITALS FOR COURT ORDERED INPATIENT MEDICAL TREATMENT FOR GLOUCESTER COUNTY RESIDENTS AS REQUIRED THROUGH THE GLOUCESTER COUNTY ADJUSTER'S OFFICE PURSUANT TO NJ STATE STATUTE 30: 4-60 FOR A MAXIMUM DOLLAR AMOUNT OF \$550,000.00 FOR THE YEAR 2012**

**WHEREAS**, pursuant to N.J.S. 30:4-60, the County of Gloucester through the County Adjusters Office is required to pay to health service providers for court ordered inpatient medical treatment for Gloucester County residents, as required; and

**WHEREAS**, Camden County Health Services Center, as well as any other appropriate hospitals shall be performing the Court Ordered inpatient medical treatment for said Gloucester County residents, as required; and

**WHEREAS**, the contract shall be for the purchase of an estimated quantity of services, for a minimum contract amount of Zero and a maximum contract amount of **\$550,000.00**. 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. .

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director and the Clerk of the Board hereby authorize payment to the Camden County Health Services and/or other appropriate hospitals for court ordered inpatient medical treatment for Gloucester County residents as required through the Gloucester County Adjuster's Office pursuant to NJ State Statute 30:4-60 for a minimum dollar amount of Zero and a maximum dollar amount of **\$550,000.00** for the year 2012; 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 Wednesday, May 2, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

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

A5

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT TO PRO  
COMPUTER SERVICE FOR THE ANALYSIS OF THE COUNTY'S  
TELECOMMUNICATION SERVICE FOR A PERIOD OF TWO (2) YEARS  
FROM THE CONTRACT EXPIRING MAY 18, 2012 FOR AN UNDETERMINED  
AMOUNT BASED ON ACTUAL REALIZED SAVINGS**

**WHEREAS**, after following proper public bidding procedure, Gloucester County awarded a contract on May 19, 2010 to Pro Computer Service with offices at 180 Tuckerton Road, Ste. 11, Medford, New Jersey 08055 to perform services relative to the analysis of the County's communication services, for an undetermined cost based on actual realized savings, as more specifically described in the bid specifications PD# 010-21 with the contract set to expire on May 18, 2012; and

**WHEREAS**, based on the recommendation of the Information Technology Department, the County now desires to exercise its option to extend the contract for two additional years; and

**WHEREAS**, the cost of the contract to the County shall be estimated units of service based on a percentage of actual realized savings. 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.

**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 hereby authorizes a two year extension of the contract with Pro Computer Service for ongoing analysis of the County's telecommunication services which will expire May 18, 2014 for an undetermined cost based on actual realized savings.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 2, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

ALP

**RESOLUTION TO CONTRACT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR THE MAINTENANCE, UPDATES, SOFTWARE LICENSING AND SUBSCRIPTION RENEWAL OF COUNTY COMPUTERS IN AN AMOUNT NOT TO EXCEED \$35,000 FROM MAY 2, 2012 TO MAY 1, 2013**

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

**WHEREAS**, it has been determined that the County of Gloucester can obtain the said Software License and Maintenance, Maintenance and Updates / Subscription Renewal for County computers for a minimum amount of Zero and a maximum contract amount of \$35,000.00 for a one year period. This software is proprietary and not available to dealers; and

**WHEREAS**, as part of this contract the County of Gloucester is obtaining software licensing and maintenance, updates and subscription renewal for County computers from Environmental Systems Research Institute, Inc. (ESRI); and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director or his designee is authorized to enter a Contract for software license, maintenance, updates and subscription renewal for County computers covering, but not limited to, Emergency Response, Health Department, Land Preservation, Board of Elections, Prosecutor, Planning and Information Technology for a minimum contract amount of Zero and a maximum contract amount of \$35,000.00; 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 Wednesday, May 2, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**BY:** \_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

AL

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**

**THIS CONTRACT** is made effective this 2<sup>nd</sup> day of May, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**, with offices at 380 New York Street, Redlands, California 92373 hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester to contract for software licensing, maintenance updates and subscription renewal for County computers covering, but not limited to the following Departments – Emergency Response, Health, Land Preservation, Board of Elections, Prosecutor, Planning and Information Technology; and

**WHEREAS**, the services related to this Contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to an existing system previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5 (dd); and

**WHEREAS**, this Contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because Vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the Contract; and

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

**TERMS OF AGREEMENT**

1. **TERM.** The term of this Contract shall be for the period commencing May 2, 2012 and concluding May 1, 2013; and
2. **COMPENSATION.** The Contract shall be a minimum amount of Zero and a maximum contract amount of \$35,000.00. It is agreed and understood that acceptance and final payment to Vendor shall be considered a release in full of all claims against the County for the product or service delivered.

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

3. **DUTIES OF VENDOR.** Vendor shall provide all aspects of Software License and Maintenance, Maintenance and Updates / Subscription Renewal for County computers.

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

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

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

D. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, 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.

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

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

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

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

10. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by

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

**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 CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor 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.

**THIS CONTRACT** is effective as of this 2<sup>nd</sup> day of May, 2012.

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

**ATTEST:**

**THE COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

**BY:** \_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC. (ESRI)**

**BY:** \_\_\_\_\_

\_\_\_\_\_  
(Please Print Name)

A7

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND APPRAISAL SYSTEMS, INC. TO INCREASE THE TOTAL CONTRACT AMOUNT BY \$17,445.00**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on February 2, 2011, per RFP#010-092, authorizing the execution of a contract between the County of Gloucester and Appraisal Systems, Inc. with offices at 110 South Jefferson Road, 3<sup>rd</sup> Floor, Whippany, NJ, 07981; and

**WHEREAS**, the total amount of the original contract was \$1,438,600.00; and

**WHEREAS**, the County of Gloucester has determined the amendment is necessary due to additional line items/parcels which were estimated in the original contract; and

**WHEREAS**, the amendment is to increase the total contract amount by \$17,445.00 resulting in a new total contract amount of \$1,456,045.00; and

**WHEREAS**, the Purchasing Agent of the County of Gloucester has certified the availability of funds pursuant to CAF #12-03688, which shall be charged in the amount of \$17,445.00, against budget line item 1-01-55-150-002-20217; and

**WHEREAS**, all other terms and provisions of the previously executed Contract, with the exception of the total contract amount, shall remain in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director and Clerk of the Board be and are hereby authorized to execute an amendment to increase the contract by and between the County of Gloucester and Appraisal Systems, Inc. for the provision of additional line items or parcels which were not included in the original contract, in the total amount of \$17,445.00.

**ADOPTED**, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held Wednesday, May 2, 2012.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

AM

**AMENDMENT TO CONTRACT  
BETWEEN  
APPRAISAL SYSTEMS, INC.  
AND THE  
COUNTY OF GLOUCESTER**

**THIS** is an amendment to a contract entered into on the 2nd day of February, 2011, by and between Appraisal Systems, Inc. with offices at 110 South Jefferson Road, 3<sup>rd</sup> Floor, Whippany, NJ 07981 hereinafter referred to as "**Contractor**", and the **County of Gloucester**, hereinafter referred to as "**County**".

In further consideration for the mutual promises made by and between Contractor and County in the above-described contract, Contractor and County hereby agree to amend the contract as follows:

**The Contract is amended due to the additional line items/parcels which were an estimate included in the original contract.**

**Therefore, the Contract is amended to provide that the total contract amount is increased by \$17,445.00 resulting in a new total contract amount of \$1,456,045.00. The Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$17,445.00, pursuant to CAF # 12-03688.**

**All other terms and provisions of the contract** and conditions set forth therein that are consistent with this Addendum and State requirements, shall remain in full force and effect.

**THIS ADDENDUM** is effective as of the 2nd day of May, 2012.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**APPRAISAL SYSTEMS, INC.**

\_\_\_\_\_  
By: **GLEN SHERMAN**  
Title: **EXECUTIVE VICE PRESIDENT**

178

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND APPRAISAL SYSTEMS, INC. TO INCREASE THE TOTAL CONTRACT AMOUNT BY \$11,735.00**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on August 4, 2010, per RFP# 10-071, authorizing the execution of a contract between the County of Gloucester and Appraisal Systems, Inc. with offices at 110 South Jefferson Road, 3<sup>rd</sup> Floor, Whippany, New Jersey, 07981; and

**WHEREAS**, the total amount of the original contract was \$209,200.00; and

**WHEREAS**, the County of Gloucester has determined the amendment is necessary due to additional line items/parcels which were estimated in the original contract; and

**WHEREAS**, the amendment is to increase the total contract amount by \$11,735.00, resulting in a new total contract amount of \$220,935.00; and

**WHEREAS**, the Purchasing Agent of the County of Gloucester has certified the availability of funds pursuant to CAF # 12-03687, which shall be charged in the amount of \$11,735.00, against budget line item 1-01-55-150-002-20217; and

**WHEREAS**, all other terms and provisions of the previously executed Contract, with the exception of the total contract amount, shall remain in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director and Clerk of the Board be and are hereby authorized to execute an amendment to increase the contract by and between the County of Gloucester and Appraisal Systems, Inc., for the provision of additional line items or parcels which were not included in the original contract, in the total amount of \$11,735.00.

**ADOPTED**, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held Wednesday, May 2, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

1A8

**AMENDMENT TO CONTRACT  
BETWEEN  
APPRAISAL SYSTEMS, INC.  
AND THE  
COUNTY OF GLOUCESTER**

**THIS** is an amendment to a contract entered into on the 4<sup>th</sup> day of August, 2010, per RFP# 10-071, by and between Appraisal Systems, Inc. with offices at 110 South Jefferson Road, 3<sup>rd</sup> Floor, Whippany, NJ 07981 hereinafter referred to as "**Contractor**", and the **County of Gloucester**, hereinafter referred to as "**County**".

In further consideration for the mutual promises made by and between Contractor and County in the above-described contract, Contractor and County hereby agree to amend the contract as follows:

**The Contract is amended due to the additional line items/parcels which were an estimate included in the original contract.**

**Therefore, the Contract is amended to provide that the total contract amount is increased by \$11,735.00 resulting in a new total contract amount of \$220,935.00. The Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$11,735.00, pursuant to CAF# 12-03687.**

**All other terms and provisions of the contract** and conditions set forth therein that are consistent with this Addendum and State requirements, shall remain in full force and effect.

**THIS ADDENDUM** is effective as of the 2nd day of May, 2012.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**APPRAISAL SYSTEMS, INC.**

\_\_\_\_\_

\_\_\_\_\_  
By: **GLEN SHERMAN**  
Title: **EXECUTIVE VICE PRESIDENT**

B1

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE EXISTING CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT TO INCREASE THE TOTAL CONTRACT AMOUNT BY \$13,581.00**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on October 19, 2011, authorizing the execution of a contract between the County of Gloucester and the New Jersey Department of Labor and Workforce Development, for PY' 2011 funds to be utilized by Gloucester County to provide employment and training services to County residents in various disciplines in the amount of \$3,586,705.00; and

**WHEREAS**, a subsequent Resolution was adopted increasing the total contract amount on December 7, 2011 in the amount of \$50,000.00; and

**WHEREAS**, a subsequent Resolution was adopted increasing the total contract amount on February 1, 2012 in the amount of \$130,551.00; and

**WHEREAS**, a subsequent Resolution was adopted increasing the total contract amount on April 4, 2012 in the amount of \$11,764.00; and

**WHEREAS**, due to an increase in the form of federal Workforce Investment Act funds, it is necessary to amend said contract in the amount of \$13,581.00, resulting in the following estimated funds for the grant period July 1, 2011 to June 30, 2012:

WIA Adult	\$ 454,965.00 (449,434 + 5,531)
WIA Youth	\$ 521,754.00
WIA Dislocated Worker	\$ 756,351.00 (748,301 + 8,050)
Work First NJ	\$1,947,084.00
Workforce Learning Link	\$ 80,000.00
Workforce Development Partnership	\$ 14,263.00
SMART STEPS	\$ 6,420.00
WIB Administration (Bus. Dev. Funds)	\$ 11,764.00
 Total	 \$3,792,601.00

**WHEREAS**, the grant period shall be reflected as July 1, 2011 through June 30, 2012; and

**WHEREAS**, all terms and provisions of the previously executed Contract, with the exception of the total contract amount, will continue in full force and effect.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board or their designees are hereby authorized to execute the Contract Amendment 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 necessary to perfect this change.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, May 2, 2012 at Woodbury, New Jersey.

**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

**RESOLUTION AUTHORIZING JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY IN THE AMOUNT OF \$30,060.00 FROM JUNE 1, 2012 TO MAY 31, 2013 FOR THE INVESTIGATION OF WATER RESOURCES IN GLOUCESTER COUNTY THROUGH THE OPERATION OF ONE STREAM GAGING STATION, AND OPERATION OF WATER LEVEL RECORDERS ON GROUND WATER WELLS**

**WHEREAS**, the Gloucester County (hereinafter "County") Planning Director has requested that the County enter into a Joint Funding Agreement with the United States Geological Survey (hereinafter the "USGS") for Water Resources Investigations (hereinafter the "Agreement"), which will provide for the operation of one (1) stream gaging station 01411456 – Little Ease Run in the Borough of Clayton, and the operation of water level recorders on four (4) ground water wells, by the USGS for the period commencing June 1, 2012 to May 31, 2013 at a cost of \$30,060.00 (hereinafter the "Project"); and

**WHEREAS**, the Board of Chosen Freeholders of the County believes that the Project is beneficial to the residents of the County; and

**WHEREAS**, a Certificate of Availability of Funds (hereinafter "CAF") has been issued by the County certifying that sufficient funds are available for the Project, and have been duly appropriated; and

**WHEREAS**, the Purchasing Agent of the County has certified the availability of funds in the amount of \$30,060.00, pursuant to CAF # 12-03410, which amount shall be charged against budget line item 2-01-21-180-001-20215.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester hereby authorizes the Freeholder Director, or his designee, to execute the Agreement #12ENNJ000000057 with the USGS attached hereto, which said agreement authorizes the payment of \$30,060.00 by the County to the USGS for the purposes set forth herein.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held Wednesday May 2, 2012.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT W. DILELLA, CLERK**

B2



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

New Jersey Water Science Center  
Mountain View Office Park  
810 Bear Tavern Road, Suite 206  
West Trenton, New Jersey 08628



March 9, 2012

Richard Westergaard/Director  
Gloucester County Planning Department  
1200 North Delsea Drive  
Clayton, New Jersey 08312

RECEIVED  
MAR 12 2012  
PLANNING DIVISION

Dear Mr. Westergaard:

Attached are four original copies of Joint Funding Agreement No. 12ENNJ000000057 for the operation and maintenance of a continuous-record discharge gaging station with satellite telemetry. Please sign all originals; return three signed originals to us and retain the other original for your records. I want to make you aware of a change from our past practice on signing agreements. Due to the requirements outlined in a recent Inspector General Report of the Federal/State Cooperative Program, work cannot be continued or started until we receive the signed agreement. Therefore, we will need to have these agreements returned to us before **April 13, 2012**. If this presents any problems for you, please contact me at your earliest opportunity.

Work performed with funds from this agreement will be conducted on a fixed-price basis. You will be billed annually under this agreement at the beginning of this agreement requested by Gloucester County Planning Department.

We look forward to continuing our successful relationship during Federal fiscal year 2012/2013. If you have questions, please call me at 609-771-3910.

Sincerely,

*Nancy Gibbs*

Nancy Gibbs  
Administrative Officer

Enclosures

Form 9-1366  
(Oct. 2005)

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement**

Customer #: 6000000292  
Agreement #: 12ENNJ000000057  
Project #: GC12LJ0000100/0000200  
TIN #: 218000660  
Fixed Cost Agreement  Yes  No

Page 1 of 2

**FOR  
WATER RESOURCES INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 1st day of June, 2012, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the GLOUCESTER COUNTY PLANNING DEPARTMENT, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation an investigation of water resources in Gloucester County, specifically, the operation of one continuous-record discharge gaging station 0141156 - Little Ease Run at Clayton and operation of continuous water level recorders on 4 ground water wells, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$-0-.

(a) \$-0- by the party of the first part during the period  
June 1, 2012 to May 31, 2013

(b) \$30,060 by the party of the second part during the period  
June 1, 2012 to May 31, 2013

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366  
continued

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement

Customer #: 6000000292  
Agreement #: 12ENNJ000000057  
Project #: GC12LJ0000100/0000200  
TIN #: 216000660

- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered annually. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey  
United States  
Department of the Interior

Gloucester County Planning Department

USGS Point of Contact

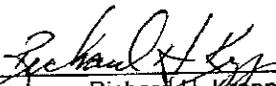
Customer Point of Contact

Name: Robert G. Reiser  
Address: U.S. Geological Survey  
810 Bear Tavern Road, Suite 206  
West Trenton, New Jersey 086298  
Telephone: 609-771-3980  
Email: rreiser@usgs.gov

Name: Richard Westergaard/Director  
Address: Gloucester County Planning Dept.  
1200 North Delsea Drive  
Clayton, New Jersey 08312  
Telephone: 609-307-6681  
Email: rwestergaard@co.gloucester.nj.us

Signatures

Signatures

By  Date 3/8/12  
Name: Richard H. Kropp  
Title: Director, New Jersey Water Science Center

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: Robert Damminger  
Title: Freeholder Director

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Proposed program with the Gloucester County Planning Department for the period June 1, 2012 through May 31, 2013 in cooperation with the U.S. Geological Survey, New Jersey Water Science Center**

Operation and maintenance of a continuous-record discharge gaging station with satellite telemetry, providing near real-time monitoring at Little Ease Run at Clayton (01411456)	\$16,500
Operation and maintenance of a continuous recorder on the Newfield 2A observation well 15-0372 in Newfield Borough	\$3,390
Operation and maintenance of a continuous recorder on the GSC Obs-1 Shallow well 15-1054 in Glassboro Borough	\$3,390
Operation and maintenance of a continuous recorder on the AG02 well 15-1208 in Harrison Township	\$3,390
Operation and maintenance of a continuous recorder on the UND06 well 15-1213 in Monroe Township	\$3,390
Total	<u>\$30,060</u>
Gloucester County Planning Department	\$30,060
USGS Matching	\$0

Form 9-1366  
(Oct. 2005)

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement**

Customer #: 600000292  
Agreement #: 12ENNJ00000057  
Project #: GC12LJ0000100/0000200  
TIN #: 216000660  
Fixed Cost Agreement  Yes  No

Page 1 of 2

**FOR  
WATER RESOURCES INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 1st day of June, 2012, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the GLOUCESTER COUNTY PLANNING DEPARTMENT, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation an investigation of water resources in Gloucester County, specifically, the operation of one continuous-record discharge gaging station 0141156 - Little Ease Run at Clayton and operation of continuous water level recorders on 4 ground water wells, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$-0-.

(a) \$-0- by the party of the first part during the period  
June 1, 2012 to May 31, 2013

(b) \$30,060 by the party of the second part during the period  
June 1, 2012 to May 31, 2013

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366  
continued

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement

Customer #: 6000000292  
Agreement #: 12ENNJ000000057  
Project #: GC12LJ0000100/0000200  
TIN #: 216000660

- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **annually**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey  
United States  
Department of the Interior

Gloucester County Planning Department

USGS Point of Contact

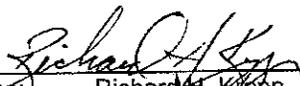
Customer Point of Contact

Name: Robert G. Reiser  
Address: U.S. Geological Survey  
810 Bear Tavern Road, Suite 206  
West Trenton, New Jersey 086298  
Telephone: 609-771-3980  
Email: rreiser@usgs.gov

Name: Richard Westergaard/Director  
Address: Gloucester County Planning Dept.  
1200 North Delsea Drive  
Clayton, New Jersey 08312  
Telephone: 609-307-6681  
Email: rwestergaard@co.gloucester.nj.us

Signatures

Signatures

By  Date 5/9/12  
Name: Richard M. Kropp  
Title: Director, New Jersey Water Science Center

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: Robert Damminge  
Title: Freeholder Director

By \_\_\_\_\_ Date \_\_\_\_\_  
Name:  
Title:

**Proposed program with the Gloucester County Planning Department for the period June 1, 2012 through May 31, 2013 in cooperation with the U.S. Geological Survey, New Jersey Water Science Center**

Operation and maintenance of a continuous-record discharge gaging station with satellite telemetry, providing near real-time monitoring at Little Ease Run at Clayton (01411456)	\$16,500
Operation and maintenance of a continuous recorder on the Newfield 2A observation well 15-0372 in Newfield Borough	\$3,390
Operation and maintenance of a continuous recorder on the GSC Obs-1 Shallow well 15-1054 in Glassboro Borough	\$3,390
Operation and maintenance of a continuous recorder on the AG02 well 15-1208 in Harrison Township	\$3,390
Operation and maintenance of a continuous recorder on the UND06 well 15-1213 in Monroe Township	\$3,390
	<u>\$30,060</u>
Total	\$30,060
Gloucester County Planning Department	\$30,060
USGS Matching	\$0

Form 9-1366  
continued

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement

Customer #: 6000000292  
Agreement #: 12ENNJ000000057  
Project #: GC12LJ0000100/0000200  
TIN #: 216000660

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U.S. Geological Survey  
United States  
Department of the Interior

Gloucester County Planning Department

USGS Point of Contact

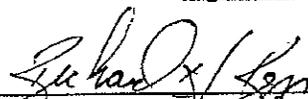
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Email: rwestergaard@co.gloucester.nj.us

Signatures

Signatures

By  Date 3/9/12  
Name: Richard H. Kropp  
Title: Director, New Jersey Water Science Center

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: Robert Damminge  
Title: Freeholder Director

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Proposed program with the Gloucester County Planning Department for the period June 1, 2012 through May 31, 2013 in cooperation with the U.S. Geological Survey, New Jersey Water Science Center**

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Operation and maintenance of a continuous recorder on the UND06 well 15-1213 in Monroe Township	\$3,390
	<u>\$30,060</u>
Total	\$30,060
Gloucester County Planning Department	\$0
USGS Matching	\$0

Form 9-1366  
(Oct. 2005)

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement**

Customer #: 6000000292  
Agreement #: 12ENNJ000000057  
Project #: GC12LJ0000100/0000200  
TIN #: 216000660  
Fixed Cost Agreement  Yes  No

Page 1 of 2

**FOR  
WATER RESOURCES INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 1st day of June, 2012, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the GLOUCESTER COUNTY PLANNING DEPARTMENT, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation an investigation of water resources in Gloucester County, specifically, the operation of one continuous-record discharge gaging station 0141156 - Little Ease Run at Clayton and operation of continuous water level recorders on 4 ground water wells, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$-0-.

(a) \$-0- by the party of the first part during the period  
June 1, 2012 to May 31, 2013

(b) \$30,060 by the party of the second part during the period  
June 1, 2012 to May 31, 2013

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
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Form 9-1366  
continued

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement

Customer #: 6000000292  
Agreement #: 12ENN.J000000057  
Project #: GC12LJ0000100/0000200  
TIN #: 216000660

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U.S. Geological Survey  
United States  
Department of the Interior

Gloucester County Planning Department

USGS Point of Contact

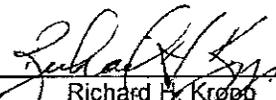
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Email: rwestergaard@co.gloucester.nj.us

Signatures

Signatures

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Title: Director, New Jersey Water Science Center

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: Robert Damminge  
Title: Freeholder Director

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Proposed program with the Gloucester County Planning Department for the period June 1, 2012 through May 31, 2013 in cooperation with the U.S. Geological Survey, New Jersey Water Science Center**

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Gloucester County Planning Department	\$30,060
USGS Matching	\$0

Form 9-1366  
(Oct. 2005)

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement**

Customer #: 600000292  
Agreement #: 12ENNJ000000057  
Project #: GC12LJ0000100/0000200  
TIN #: 216000660  
Fixed Cost Agreement  Yes  No

Page 1 of 2

**FOR  
WATER RESOURCES INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 1st day of June, 2012, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the GLOUCESTER COUNTY PLANNING DEPARTMENT, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation an investigation of water resources in Gloucester County, specifically, the operation of one continuous-record discharge gaging station 0141156 - Little Ease Run at Clayton and operation of continuous water level recorders on 4 ground water wells, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
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June 1, 2012 to May 31, 2013

(b) \$30,060 by the party of the second part during the period  
June 1, 2012 to May 31, 2013

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Bo

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

REQUISITION	
NO.	R2-03563

S H I P T O	GLOUC. CO PLANNING DEPARTMENT 1200 N. DELSEA DR. Building A CLAYTON, NJ 08312 856-307-6650
	VENDOR #: UNITE030
V E N D O R	U.S. GEOLOGICAL SURVEY MOUNTAIN VIEW OFFICE PARK 810 BEAR TAVERN RD., SUITE 206 WEST TRENTON, NJ 08628

ORDER DATE: 04/17/12  
DELIVERY DATE:  
STATE CONTRACT:  
F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	C.A.F. for United States Geological Survey June 1, 2012 to May 31, 2013 Joint Funding Agreement.	2-01-21-180-001-20215 Consultants, Surveys and Appraisals	30,060.0000	30,060.00
			TOTAL	30,060.00

*Michael Westergaard*  
REQUESTING DEPARTMENT

4-17-12  
DATE

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

BD

Certificate of Availability of Funds

TREASURER'S NO. 12-03410

DATE April 17, 2012

2-01-21-180-001-20215

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Planning

\$30,060 August Knestaut, Esq.

AMOUNT OF CERTIFICATION \_\_\_\_\_ COUNTY COUNSEL \_\_\_\_\_

DESCRIPTION:

Joint Funding Agreement with USGS for June 1, 2012 to May 31, 2013. For an Investigation of Water Resources in Gloucester County, specifically the operation of one stream gaging station and 4 continuous water level recorders.

VENDOR: United States Department of the Interior  
U.S. Geological Survey Water Resources Division

ADDRESS: Mountain View Office Park  
810 Bear Tavern Road, Suite 206  
West Trenton, NJ 08628

Richard Westergaard  
DEPARTMENT HEAD APPROVAL

APPROVED  [Signature]  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
NOT APPROVED

DATE PROCESSED 4-19-12

May 8, 2012

B3

**RESOLUTION AUTHORIZING A CHANGE ORDER DECREASE #01-FINAL  
WITH R.E. PIERSON CONSTRUCTION CO., INC. IN THE AMOUNT OF -\$20,954.73  
IN REGARD TO ENGINEERING PROJECT 08-10FA**

**WHEREAS**, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the resurfacing & safety improvements along Kings Highway/Salem Avenue, County Route 551, between Jessup Road (CR660) & State Highway Route 45, in the Township of West Deptford and the City of Woodbury, Gloucester County, Federal Project No. DHD-4009(101), Engineering Project #08-10FA (hereinafter the "Project"); and

**WHEREAS**, a contract for the Project was previously awarded to R. E. Pierson Construction Co., Inc (hereinafter "Pierson"), with a mailing address of PO Box 430, Woodstown, NJ 08098-0430 in the amount of \$845,059.10 (hereinafter the "Contract") following all public bidding procedures set out in the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., and regulations promulgated thereunder; and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order Decrease #01-Final for the Contract, which would decrease the total amount of the Contract for the Project by \$20,954.73, resulting in a new total contract amount of \$824,104.37; and

**WHEREAS**, the said Change Order #01-Final is for "as-built" quantity adjustments, including supplemental items for 23"x13" elliptical RCP, police traffic directors, type B inlets, and saw cutting/replacement of monolithic curb slab not originally included in the scope of work under the Contract; and

**WHEREAS**, the Project is a 100% Federally funded.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. The hereinabove referenced Change Order #01-Final to decrease Pierson's Contract with the County for the Project in the amount of \$20,954.73, resulting in a new total contract amount of \$824,104.37, be, and the same hereby is, approved; and
2. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order for the aforementioned purposes on behalf of the County; and
3. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid Federal Aid Change Order Decrease #01-Final regarding the Contract for the Project.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, May 2, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**NEW JERSEY DEPARTMENT OF TRANSPORTATION  
LOCAL AID  
FEDERAL AID CHANGE ORDER**

Sheet 1 of 2  
Order No: 1 Final  
Order Letter: \_\_\_\_\_  
Date: 4/3/12

B3

Project: Resurfacing & Safety Improvements County Route 551, Kings Hwy./ Salem Ave.  
Federal Project No: DHD-4009(101) Construction Doc. No. \_\_\_\_\_  
Contractor: R.E. Pierson Construction Co. Inc.

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Location of the proposed order: Various Locations on the project

Nature and reason for order: Asbuilt Quantities including supplemental items for 23"x13" elliptical RCP, Police traffic directors, Type B inlets, and sawcutting/replacement of monolithic curb slab of originally included in the scope of work. Time extension for added scope of work for drainage pipe installation. This project is partially reimbursible by Federal Funding.

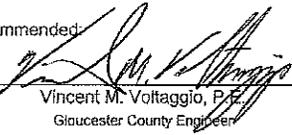
Extension  Reduction of time recommended for this order: 35 days

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract:	\$845,059.10		\$845,059.10
Adjusted amount based on orders No. 1 Final:	\$824,104.37		\$824,104.37

CONTRACT TIME	
Original Completion Date:	12/2/10
Adjustment This Order: (+ or -)	34
Previous Adjustments: (+ or -)	0
Adjusted Completion Date:	1/5/2011

ORDER NO.	<input checked="" type="checkbox"/> Road	Bridge	<input type="checkbox"/> Other
<u>1 Final</u>	Road	Bridge	Total
Extra Work:	\$148,441.00		\$148,441.00
Increases:	\$43,213.42		\$43,213.42
Decreases:	\$212,609.15		\$212,609.15
Total:	-\$20,954.73		-\$20,954.73

RESERVED FOR FHWA OR  
F.T.A.

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

4-18-12  
Date

Approved:  
  
\_\_\_\_\_  
Robert M. Damminger  
Freeholder Director

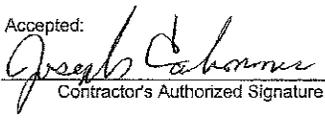
Date

Approved for Funding Participation Purposes:  
  
\_\_\_\_\_  
Manager, District #4, Local Aid

Date

ALTERNATE PROCEDURES PROJECTS  
This order is approved for Federal participation:  
  
\_\_\_\_\_  
Director, Local Aid & Economic Development

Date

Accepted:  
  
Contractor's Authorized Signature

4/18/12  
Date

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONTRACTS PAYABLE SECTION  
  
Reviewed by: \_\_\_\_\_ Date \_\_\_\_\_  
Input Submitted by: \_\_\_\_\_ Date \_\_\_\_\_  
  
Certification of Funds:  
  
\_\_\_\_\_  
Director of Accounting & Auditing

Date

Unprotested  
 Protested by letter dated \_\_\_\_\_ attached.

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
LOCAL AID  
FEDERAL AID CHANGE ORDER

Sheet 2 of 2  
Order No: 1 Final  
Order Letter: \_\_\_\_\_  
Date: 4/3/12

133

Project: Resurfacing & Safety improvements County Route 551, Kings Highway/Salem Ave., 08-10FA  
Federal Project Number: DHD-4009(101) Construction Doc. No. \_\_\_\_\_  
Contractor: R.E. Pierson Construction Co. Inc.

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE		
<b>Supplementals</b>					
56S	23" x 13" E.R.C.P.	360	\$80.00	\$28,800.00	
57S	Traffic Directors, Police	1,173.5	\$60.00	\$70,410.00	
58S	Inlets, Type B	2	\$2,300.00	\$4,600.00	
59S	Sawcut, remove/replace monolithic curb slab	783	\$57.00	\$44,631.00	
			<b>Total Extras</b>	<b>\$148,441.00</b>	
<b>Increases</b>					
13	9" x 16" Concrete Vertical Curb	1715	\$20.00	\$34,300.00	
26	Concrete Sidewalk, 4" Thick	77	\$40.00	\$3,080.00	
30	Beam Guiderail	37.5	\$15.00	\$562.50	
37	Thermoplastic	296	\$0.60	\$177.60	
39	Traffic Stripes, Long-Life, Epoxy Resin	3,201	\$0.32	\$1,024.32	
42	Two-Way Plowable Bi-Directional Blue Pavement Reflectors and Castings	3	\$23.00	\$69.00	
55	Pedestrian Signal Assemblies, Type W-1, W/ R 10-3e Decals	4	\$1,000.00	\$4,000.00	
			<b>Total Increases</b>	<b>\$43,213.42</b>	
<b>Decreases</b>					
3	Milling 2" Average Depth	411	\$3.65	\$1,500.15	
7	Superpave Hot Mix Asphalt 12.5H64 Surface Course, 2" Thick	411	\$11.65	\$4,788.15	
8	Superpave Hot Mix Asphalt 9.5H64 Leveling Course	31	\$60.00	\$1,860.00	
10	Tack Coat	760	\$0.01	\$7.60	
11	Sawing and Sealing Joints in HMA Overlay	609	\$1.25	\$761.25	
12	9" x18" Concrete Vertical Curb	700	\$21.00	\$14,700.00	
14	Full Depth Concrete Pavement Repair, Class E	1250	\$50.00	\$62,500.00	
15	Partial Depth Concrete Pavement Repair	500	\$50.00	\$25,000.00	
16	Sealing Joints in Concrete Pavement	22,000	\$1.00	\$22,000.00	
17	Concrete Driveway, Reinforced, 6" Thick	1093	\$60.00	\$65,580.00	
24	Reset Valve Boxes	10	\$100.00	\$1,000.00	
35	Nonvegetative Surface, Hot Mix Asphalt	300	\$20.00	\$6,000.00	
38	Traffic Markings, Symbols, Long-Life, Thermoplastic	2	\$6.00	\$12.00	
40	Traffic Stripes,	2,000	\$0.30	\$600.00	
41	Two-Way Plowable Bi-Directional Amber Pavement Reflectors and Castings	75	\$23.00	\$1,725.00	
44	Two-Way Plowable Mono-Directional White Pavement Reflectors and Castings	25	\$23.00	\$575.00	
51	Temporary Pavement Markers	1,000	\$1.00	\$1,000.00	
52	72" x 48" Public Works Project Sign	2	\$1,500.00	\$3,000.00	
			<b>Total Decreases</b>	<b>\$212,609.15</b>	
				<b>Total Amount Change Order No. 1 Final</b>	<b>-\$20,954.73</b>

Amount of Original Amount: ✓ \$845,059.10  
Adjusted Amount Based on Change Order No. 1 Final, ✓ (\$20,954.73)  
Total Change (+ or -): ✓ \$824,104.37  
% of Change in Contract: ✓ -2.48%  
[(+) Increase or (-) Decrease]

**COUNTY OF GLOUCESTER  
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: R.E. Pierson Construction Co., Inc.  
P.O. Box 430  
Woodstown, N.J. 08096-0430
- 2. Description of Project or Contract: Resurfacing & Safety Improvements Co.  
Rte. 551, Kings Hwy./Salem Ave.
- 3. Date of Original Contract: March 24, 2010
- 4. P.O. Number: 10-02634
- 5. Amount of Original Contract: ..... \$845,059.10
- 6. Amount of Previously Authorized Change Orders ..... \$0.00
- 7. Amount of this Change Order: #1 -Decrease Final ..... \$-20,954.73
- 8. New Total Amount of Contact ..... \$824,104.37  
(Total of Numbers 5, 6 & 7 Above)
- 9. Need or Purpose of this Change Order: Final as built quantities including supplemental items for 23"x13" elliptical RCP, Police Traffic Directors, Type B inlets, and sawcutting/replacement of monolithic curb slab not originally included in scope of work. This project is both Federally and State Aid funded.

This change order requested by *Kim M. V. Stangor* on 4-18-12  
(Department Head) (Date)

Accepted by *Joseph Carbonner* on 4/18/12  
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

\_\_\_\_\_  
Robert N. DiLella, Clerk

By: \_\_\_\_\_  
Robert M. Damminger, Director

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

**RESOLUTION AUTHORIZING A CONTRACT WITH TECHNA-PRO ELECTRIC, LLC FOR ON-CALL EMERGENCY TRAFFIC SIGNAL REPAIRS FOR AN AMOUNT NOT TO EXCEED \$324,000.00 FROM MAY 2, 2012 TO MAY 1, 2013, AS PER ENGINEERING BID SPECIFICATION #12-05**

**WHEREAS**, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the Gloucester County Traffic Signal Maintenance Project, Engineering Project #12-05 (hereinafter the "Project"); and

**WHEREAS**, bids were publicly received and opened for the Project by the County on May 20, 2012; and

**WHEREAS**, after following proper public bidding procedure, it was determined that Techna-Pro Electric, LLC, (hereinafter "Techna-Pro"), with an office address of 100 Pike Road, Bldg. B, Mount Laurel, NJ 08054, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$324,000.00 (hereinafter "Contract"); and

**WHEREAS**, the County's Purchasing and Engineering Departments recommend award of a contract to Techna-Pro for the Project for a term of one (1) year in an amount not to exceed \$324,000.00; and

**WHEREAS**, the contract for the Project is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A 40A:11-1, et seq.; and

**WHEREAS**, a contract with Techna-Pro would be for estimated units of service, with a minimum contract amount of zero, and a maximum contract amount of \$324,000.00; and

**WHEREAS**, a contract with Techna-Pro would be for estimated units of service, and therefore same is open ended, which does not obligate the County to make any purchase; and thereby, no Certificate of Availability of Funds is required at this time; and

**WHEREAS**, the continuation of any such contract with Techna-Pro beyond December 31, 2012 would be conditioned upon the approval of the 2013 County Budget.

**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, be and are hereby authorized to execute an open-ended contract with Techna-Pro for a minimum contract amount of Zero, and a maximum contract amount of THREE HUNDRED TWENTY-FOUR THOUSAND ZERO DOLLARS AND ZERO CENTS (\$324,000.00), per the unit prices submitted in its bid for the period beginning May 2, 2012 and ending May 1, 2012; and

**BE IT FURTHER RESOLVED**, that before any purchase be made or service rendered pursuant to the said contract that a certification shall be obtained from the Purchasing Agent for the County certifying that sufficient funds are available at that time for that purchase, and identifying the line item of the County budget out of which said funds will be paid.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 2, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

B4

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
TECHNA-PRO ELECTRIC, LLC**

**THIS CONTRACT** is made effective this 2<sup>nd</sup> day of **May 2012**, 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 **TECHNA-PRO ELECTRIC, LLC**, a New Jersey Corporation, with offices at 100 Pike Road, Bldg. B, Mount Laurel, NJ 08054, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for all labor and materials required concerning the construction of the Gloucester County Traffic Signal Maintenance Project, Engineering Project #12-05 (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. **TERM.** This Contract shall be effective for a one (1) year term commencing May 2, 2012 and ending May 1, 2013.

2. **COMPENSATION.** This Contract shall be for a minimum contract amount of zero, and a maximum contract amount not to exceed \$324,000.00, so that this is an open ended contract. The Contract shall be for estimated units of service and materials, as set forth in the Bid Specifications for bid PD 12-05 (hereinafter the "Specifications"), and the Contractor's Bid Proposal (hereinafter the "Proposal"). The Contractor shall supply and deliver all services and materials at this prices and price per unit as set forth in the Proposal. Since this is an open-ended contract, the County is not required to make any purchases hereunder.

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 and the Proposal, which are both incorporated herein in their entirety, and made a part hereof by reference. The Contractor shall supply and deliver services and materials to the County for the Project, as needed and requested by the County.

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

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the 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 permit held by Contractor, or its agents.

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

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

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

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

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

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by

virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

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

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

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

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

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

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

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

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

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

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

14. **PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1)

a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

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

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

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

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

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

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

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

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

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

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

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

18. **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 and the Specifications, and the 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 Proposal, then this Contract and the Specifications shall prevail.

**THIS CONTRACT** is effective as of this 2<sup>nd</sup> day of **May, 2012**.

**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. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**TECHNA-PRO ELECTRIC, LLC**

**By:** \_\_\_\_\_

\_\_\_\_\_  
(Please Print Name)

Office of the County Engineer  
County of Gloucester

Gloucester County Traffic Signal Maintenance Project

Engineering Project #12-05

Bid Date: Wednesday, April 20, 2012

Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 12-05

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 3		bidder 2 of 3		bidder 3 of 3	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Travel Time, Normal Work Hours	400	MH	\$113.00	\$45,200.00	\$122.00	\$48,800.00	\$175.00	\$70,000.00
2	Travel Time, Overtime Hours	300	MH	\$168.00	\$50,400.00	\$280.00	\$84,000.00	\$250.00	\$75,000.00
3	Travel Time, Federal Holiday Hours	50	MH	\$226.00	\$11,300.00	\$280.00	\$14,000.00	\$350.00	\$17,500.00
4	Job Time, Normal Work Hours	300	MH	\$113.00	\$33,900.00	\$122.00	\$36,600.00	\$175.00	\$52,500.00
5	Job Time, Overtime Work Hours	200	MH	\$168.00	\$33,600.00	\$280.00	\$56,000.00	\$250.00	\$50,000.00
6	Job Time, Federal Holiday Hours	50	MH	\$226.00	\$11,300.00	\$280.00	\$14,000.00	\$350.00	\$17,500.00
7	Inspection Time	300	MH	\$113.00	\$33,900.00	\$122.00	\$36,600.00	\$175.00	\$52,500.00
8	Bucket Truck	1800	MH	\$34.00	\$54,400.00	\$40.00	\$64,000.00	\$49.00	\$78,400.00
9	Equipment Allowance	--	Cost	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
				<b>Total Bid</b>	<b>\$324,000.00</b>	<b>Total Bid</b>	<b>\$404,000.00</b>	<b>Total Bid</b>	<b>\$463,400.00</b>

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

vprojects12-05 Summary of Bids 12-05 Summary of Bids

created: April 20, 2012  
completed: April 20, 2012

B21

B5

**RESOLUTION REQUESTING THAT NJDOT DESIGNATE A PORTION OF DELSEA DRIVE, STATE ROUTE 47, FOR BICYCLE LANES IN THE BOROUGHS OF GLASSBORO AND CLAYTON**

**WHEREAS**, the County of Gloucester (hereinafter the "County") has previously constructed bicycle lane facilities along County Route 655 a/k/a Fries Mill Road, and the former Conrail Line in the Boroughs of Glassboro and Clayton, and the Township of Monroe; and

**WHEREAS**, bicycle lane facilities are currently under design, with construction of same by the County too include construction along County Route 610 a/k/a East Academy Street in the Borough of Clayton, to connect the already existing bicycle lane facilities; and

**WHEREAS**, the County desires bicycle lane facilities to be designated along State Route 47 a/k/a Delsea Drive by the New Jersey Department of Transportation (hereinafter "NJDOT"), which would connect the existing and planned bicycle lane facilities in the Boroughs of Clayton and Glassboro, and create a looped route beneficial for bicycle and traffic safety, and promote bicycle use.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the County hereby requests that a portion of Route 47 a/k/a Delsea Drive, situated in the Boroughs of Glassboro and Clayton, such portion being specifically the section from the existing multipurpose trail known as Harry Shaw Trail in Glassboro to Howard and Clinton Avenues in Clayton, be designated the NJDOT for bicycle lane facilities.

**BE IT FURTHER RESOLVED**, that this Resolution may be recorded in the office of the Clerk of the County.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 02, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

BLP

**RESOLUTION AUTHORIZING PURCHASE OF TWO (2) NEW 2012 FORD SUPER DUTY F-250 4WD REGULAR CAB 137" XL VEHICLES WITH OPTIONS FROM DFFLM, LLC FOR USE BY THE GLOUCESTER COUNTY PUBLIC WORKS MOSQUITO CONTROL DIVISION, AND THE PARKS & RECREATION GROUNDS MAINTENANCE DIVISION, FOR THE LUMP SUM AMOUNT OF \$51,292.00, AS PER BID PD 012-009**

**WHEREAS**, the County of Gloucester's (hereinafter the "County") Department of Public Works, Division of Fleet Management, has need to acquire two (2) 2012 Ford Super Duty F-250 4WD Regular cab 137" XL vehicles (hereinafter the "Trucks") for use by the County's Public Works Mosquito Control Division, and Parks & Recreation Grounds Maintenance Division, to conduct County business; and

**WHEREAS**, the County, after due notice and advertisement, per Bid PD 012-009, received sealed bids for the purchase of two (2) Trucks for use by the County; and

**WHEREAS**, after following proper public bidding procedure, it was determined that DFFLM, LLC (hereinafter "DFFLM"), 215 Routes 202 & 31, Flemington, NJ 08822, was the lowest responsive and responsible bidder to provide the Trucks for the total amount of \$51,292.00, as more specifically described in the specifications for Bid PD #012-009; and

**WHEREAS**, the Purchasing Agent of the County has certified the availability of funds in the amount of \$51,292.00, pursuant to C.A.F. # 12-03685, which amount shall be charged against budget line item #2-01-26-315-001-20672.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of two (2) 2012 Ford Super Duty F-250 4WD Regular Cab 137"XL vehicles from DFFLM in the lump sum amount of \$51,292.00 for use by the County's Public Works Mosquito Control Division, and Parks & Recreation Grounds Maintenance Division, be, and the same hereby is, authorized; and

**BE IT FURTHER RESOLVED**, that the Freeholder Director, Clerk of the Board, and County Purchasing Agent, be and are hereby authorized and directed to execute all documents necessary for the aforementioned purposes on behalf of the County.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 2, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

Ble

PD 012-009 Bid Opening 4/12/2012 10:00am SPECIFICATIONS FOR SUPPLYING TWO (2) 2012 OR NEWER FORD SUPER DUTY F-250 4WD REGULAR CAB 137" XL OR EQUAL TO THE COUNTY OF GLOUCESTER		DFFLM, LLC Flemington Ford Lincoln Mercury 215 Routes 202&31 Flemington, NJ 08822 Steven Treble 908 782-3673 908 782-7305	Vendor: Day Ford Inc. 3696 William Penn Hwy Monroeville Pa 15146 Len Polistina 609 484-0555 856 694-0395 Fax	Vendor: Hertrich Fleet Service 1427 Bay Rd. Milford De. 19963 Michael Wright 800 698-9825 302 424-5286 Fax
<b>ITEM DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>UNIT PRICE</b>	<b>UNIT PRICE</b>	<b>UNIT PRICE</b>
1 2012 FORD SUPER DUTY F 250 4WD REG CAB 137" XL	\$21,735.00	\$23,129.00	\$21,785.00	
2 OPTIONS LISTED	\$3,911.00	\$3,500.00	\$5,231.00	
3 2 TRUCKS WITH ALL OPTIONS	\$51,292.00	\$53,258.00	\$54,032.00	
<b>Delivery Date</b>	90 to 120 Days	90-120 Days	60 to 90 Days	
<b>Variations: (if any)</b>	Final order date is 7/20/2012	BOSS model SD8.0 Plow offered Myers model unit add \$350.00 per.		
<b>Will you extend your prices to local government entities within the County</b>	YES	YES	YES	
<b>Bid specifications sent to:</b>	Prime Vendor Chapman Auto Group	Winner Ford	Center for Digital Gov.	
<b>Based upon the bids received, I recommend DFFLM, LLC be awarded the contract as the lowest responsive, responsible bidder.</b>	Sincerely,	Robert J. McErlane Assistant Purchasing Agent		

B7

**RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR FISCAL YEAR 2012 CONGESTION MITIGATION AND AIR QUALITY CONTROL GRANT FUNDING TO PURCHASE COMPRESSED NATURAL GAS TRANSPORT VANS**

**WHEREAS**, the Delaware Valley Regional Planning Commission (hereinafter the "DVRPC") has announced the availability of funding through the Congestion Mitigation and Air Quality Control Grant (hereinafter the "CMAQ Grant"), which it administers; and

**WHEREAS**, the Grant announcement requires that applications from eligible agencies be received by no later than Monday, May 14, 2012 at 5 p.m.; and

**WHEREAS**, the County of Gloucester (hereinafter the "County") desires to apply for and obtain CMAQ Grant funding in the amount of \$200,000.00 to off-set the cost of purchasing Compressed Natural Gas Transport Vans (hereinafter "CNG Vans") for the County's Division of Transportation Services Senior Citizen Transport Program; and

**WHEREAS**, the County's Planning Division has the expertise to prepare the Grant application, as required by the DVRPC, for consideration of award of CMAQ Grant funding to the County for purchase of CNG Vans; and

**WHEREAS**, the County's Planning Division will apply for \$200,000.00 in CMAQ Grant funding, with a twenty percent match commitment from the County of \$40,000.00 required, to assist in the purchase of up to two (2) CNG Vans by the County to be used by the County's Division of Transportation Services Senior Citizen Transportation Program to replace two (2) older vans that no longer meet current emissions standards; and

**WHEREAS**, the Planning Division has verified with the DVRPC that alternative fuel vehicle purchases are an eligible use of CMAQ Grant funding; and

**WHEREAS**, the Board of Chosen Freeholders of the County (hereinafter the "Board") understands and agrees that any CMAQ Grant funding received as a result of the application to DVRPC will be subject to the CMAQ Grant conditions, and other policies, regulations and rules issued by the DVRPC for the CMAQ Grant; and

**WHEREAS**, the Board understands and agrees that any CMAQ Grant funding received is subject to a twenty percent (20%) match commitment from the County in the sum of Forty Thousand Dollars and Zero Cents (\$40,000.00), so that a Certificate of Availability of Funds No. 12-03711 has been issued by the County's Purchasing Agent certifying to the availability of the \$40,000.00 matching funds, which shall be charged against budget line item # 2-01-26-315-001-20610.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, as follows:

1. The Director of the Board, and Clerk of the Board, are hereby authorized to execute any and all documents required to submit an application to the DVRPC for the CMAQ Grant funding for Fiscal Year 2012 for use by the County to purchase two (2) CNG Vans.
2. The Board of Chosen Freeholders confirms that it shall comply with all applicable regulations of the DVRPC for the CMAQ Grant, and will give any additional necessary assurances as may be required by the DVRPC.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 2, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

B7



## Delaware Valley Regional Planning Commission

### Congestion Mitigation and Air Quality Program (CMAQ)

<http://www.dvrpc.org/CMAQ/>

DVRPC's Congestion Mitigation and Air Quality (CMAQ) Program seeks transportation related projects that can help the region reduce emissions from mobile sources and meet the National Clean Air Act Standards. CMAQ eligible projects will demonstrably reduce air pollution emissions and in many cases reduce traffic congestion.

### 2012 Competitive CMAQ Program

DVRPC has set aside funds to support a Competitive CMAQ Program. Beginning in Fiscal Year 2013, DVRPC will make a total \$8,000,000 in CMAQ funds available for Bucks, Chester, Delaware, Montgomery, and Philadelphia counties in Pennsylvania. A total of \$2,600,000 will be available for projects in Burlington, Camden, Gloucester, and Mercer counties in New Jersey.

Examples of eligible CMAQ projects include pedestrian and bicycle projects, transit improvement programs, congestion reduction and traffic flow improvements, diesel retrofit projects, and funding of transportation demand management programs, among others. Public agencies and public – private partnerships with a public agency sponsor are eligible to apply for the Competitive CMAQ Program funds.

### Application Period

DVRPC will be accepting Competitive CMAQ Program applications from March 5, 2012 until 5:00 p.m. on Monday, May 14, 2012. Application Packages can be downloaded from this site and submitted via email to [CMAQ@dvrpc.org](mailto:CMAQ@dvrpc.org) or mail two copies to:

DVRPC  
Attn:2012 Competitive CMAQ Program  
190 N. Independence Mall West  
Philadelphia, PA 19106

**When submitting Application packages via email, please send a separate email alerting staff to the pending application so that staff can confirm receipt of the submission.**

Arrangements will be made to assist applicants file applications electronically.

### Program Application and Guidance

Please thoroughly review the DVRPC 2012 Competitive CMAQ Program Guidance [0.3 MB pdf] before starting the application process. The guidance can be downloaded on this webpage and will detail the eligibility requirements of the CMAQ program as well as describe the required forms to submit with the application.

Each completed application package will include:

Project Application Package [0.2 MB doc] which includes:

- A project application form (required)
- A project application checklist (required)
- A project abstract form (required)
- A project readiness checklist (required)

B8

**RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) USED 2011 VOLVO ECR 235CL SHORT RADIUS TAILSWING HYDRAULIC EXCAVATOR WITH QUICK COUPLER FROM PENN JERSEY MACHINERY FOR USE BY THE COUNTY OF GLOUCESTER'S DEPARTMENT OF PUBLIC WORKS FOR THE LUMP SUM AMOUNT OF \$165,000.00, AS PER BID PD-012-007**

**WHEREAS**, the County of Gloucester's (hereinafter the "County") Department of Public Works has the need to acquire one (1) new or used 2011 Volvo ECR 235CL short radius tailswing hydraulic excavator with quick coupler (hereinafter the "Excavator") for use by the County's Department of Public Works to conduct County business; and

**WHEREAS**, the County, after due notice and advertisement, per Bid PD 012-007, received sealed bids for the purchase of one (1) used Excavator for use by the County; and

**WHEREAS**, after following proper public bidding procedure, it was determined that Penn Jersey Machinery (hereinafter "Penn Jersey"), 1330 Hurffville Rd, Deptford, NJ 08096, was the lowest responsive and responsible bidder to provide a used Excavator for the total amount of \$165,000.00, as more specifically described in the specifications for Bid PD 012-007; and

**WHEREAS**, the Purchasing Agent of the County has certified the availability of funds in the amount of \$165,000.00, pursuant to C.A.F. # 12-03710, which amount shall be charged against budget line item #C-04-12-019-315-19401.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of one (1) used Volvo ECR 235CL short radius tailswing hydraulic excavator with quick coupler for use by the County's Department of Public Works for the lump sum amount of \$165,000.00 from Penn Jersey, per Bid PD 012-007, is hereby authorized; and

**BE IT FURTHER RESOLVED**, that the Freeholder Director, Clerk of the Board, and County Purchasing Agent, be and are hereby authorized and directed to execute all documents necessary for the aforementioned purposes on behalf of the County.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 2, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

38

PD 012-007 Bid Opening 3/06/2012 10:00am SPECIFICATIONS AND PROPOSAL FORM FOR THE PURCHASE OF A USED 2011 OR NEWER VOLVO ECR 235CL SHORT RADIUS TAILSWING HYDRAULIC EXCAVATOR WITH QUICK COUPLER OR APPROVED EQUAL FOR USE BY THE GLOUCESTER COUNTY DEPARTMENT OF PUBLIC WORKS		C-04-12-019-315-19401	
VENDOR: Penn Jersey Machinery 1330 Hurffville Rd. Deptford, NJ 08096 Walt Joachim 856 227-6400 856 227-0046 Fax		VENDOR: Jesco Inc. 118 St. Nicholas Ave. South Plainfield, NJ 08070 Jonathan Robustelli 908 753-3080 908 753-7853 Fax	
ITEM	DESCRIPTION	LUMP SUM	LUMP SUM
1	USED 2011 OR NEWER VOLVO ECR235CL EXCAVATOR	\$165,000.00	\$174,277.00
YEAR	2011		2012
HOURS	450 Hours		Less than 10
MAKE	Volvo		John Deere
MODEL	ECR235CL		225 DLC
DELIVERY DAYS	14 Days		15 Days ARO
VARIATIONS	NONE		See Attached
Will you extend your prices to local government entities within the County			
Bid specifications sent to: Harter Equipment Prime Vendor		YES	
Based upon the bids received, I recommend Penn Jersey Machinery be awarded the contract as the lowest responsive, responsible bidder.			
		Sincerely,	
		Robert J. McErlane	
		Assistant Purchasing Agent	

B8

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

REQUISITION	
NO.	R2-03894

SHIP TO	GLOUC. CO PUBLIC WORKS DEPT. 1200 N. DELSEA DR. BLDG A CLAYTON, NJ 08312 856-307-6400(HIGHWAY DIVISION)
VENDOR	VENDOR #: PENNJ010 PENN JERSEY MACHINERY 1330 HURFVILLE RD. DEPTFORD, NJ 08096

ORDER DATE: 04/26/12  
DELIVERY DATE:  
STATE CONTRACT:  
F.O.B. TERMS: Destination

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	As per PD-012-007 purchase used 2011 or newer Volvo ECR 235CL short radius tail swing hydraulic excavator with quick coupler or approved equal	C-04-12-019-315-19401 Heavy Equipment	165,000.0000	165,000.00
			TOTAL	165,000.00

*Joseph M. D'Alant* 4/26/2012  
 \_\_\_\_\_  
 REQUESTING DEPARTMENT DATE

B9

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH CME ASSOCIATES FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES IN THE AMOUNT OF \$65,834.50, AS PER RFP-12-027, FOR ENGINEERING PROJECT #11-03FA**

**WHEREAS**, the County of Gloucester (hereinafter the "County") has need for Construction Management and Inspection Services; and

**WHEREAS**, this need for such professional services is relative to the County's Proposed Resurfacing and Safety Improvements to Buck Road (CR553) from 1000' N. of Clayton Avenue (CR608) to the Salem County Line in the Townships of Elk & Franklin, Gloucester County, Federal Project #STP-0144(109) Construction, Engineering Project #11-03FA (hereinafter the "Project"); and

**WHEREAS**, the County requested proposals for such professional services via RFP-12-027 from interested providers, and evaluated those proposals consistent with the County's Fair and Open procurement process, and consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, the evaluation of the proposals that were submitted, based upon the established criteria, concluded that CME Associates, Consulting and Municipal Engineers (hereinafter "CME"), with an office address of 3141 Bordentown Avenue, Parlin, NJ 08859-1162, made the most advantageous proposal, as amended, to provide said services for a total contract amount of \$65,834.50; and

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

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$65,834.50, pursuant to C.A.F. #12-03709, which amount shall be charged against budget line item C-04-12-012-165-12228.

**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, be and are hereby authorized and directed to execute a contract with CME for Construction Management and Inspection Services, as set forth in RFP-12-027, and subject to all conditions and requirements of the specifications for the Project, for a total contract amount of SIXTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS AND FIFTY CENTS (\$65,834.50), per the prices submitted in CME's proposal dated March 23, 2012, and contingent upon approval by the NJ Department of Transportation.

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 02, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

B9

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
CME ASSOCIATES**

**THIS CONTRACT** is made effective this 02<sup>nd</sup> day of **May 2012**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 1 North Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **CME ASSOCIATES** with offices at 3141 Bordentown Avenue, Parlin, New Jersey 08859-1162, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, the County has determined that there is a need for Professional Engineering Services for construction management and inspection services required for the County's road improvement project known as "Resurfacing and Safety Improvements to Buck Road (CR553) from 1000' N. of Clayton Avenue (CR608) to the Salem County Line in the Townships of Elk & Franklin, Gloucester County", Federal Project #STP-0144(109), Engineering Project #11-03FA (hereinafter the "Project"); and

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

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

**TERMS OF AGREEMENT**

1. **COMMENCEMENT OF SERVICES.** Vendor shall commence services upon the execution of this Contract, and this Contract shall be effective for the length of time necessary for actual completion of the Project.

2. **COMPENSATION.** Vendor shall be compensated in an amount not to exceed \$65,834.50, pursuant to the proposal submitted, and as amended (hereinafter the "Proposal"), and subject to all terms and provisions of the County's Request for Proposals **RFP-12-027** (hereinafter the "RFP") concerning construction of the proposed **Project**, which are all incorporated into and made part of this Contract. The County shall not be required to purchase any minimum amount of services.

Vendor 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 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 RFP and the Vendor's Cost & Technical Proposal for the provision of: Construction Inspection Services for the Resurfacing and Safety Improvements to Buck Road (CR553) from 1000' N. of Clayton Avenue (CR608) to the Salem County Line in the Townships of Elk & Franklin, Gloucester County, as per Federal Project #STP-0144(109) Construction Engineering Project #11-03FA, dated March 23, 2012 (hereinafter the "Proposal"). The RFP and Proposal are incorporated herein in their entirety, and made a part of this Contract by reference.

**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 permit 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 RFP, if any, which are specifically referred to and incorporated herein by reference.

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

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

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

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, 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 subcontractor or 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 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 Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey and the Specifications. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the 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 provide the labor and materials that Vendor is required to provide 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. **PROCEDURE FOR PAYMENT OF BILLS.** The Vendor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

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

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

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

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

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

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

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

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

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

If a dispute between County and Vendor 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, Vendor 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 amendment approved by the County's Freeholder Board. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the amendment 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.** 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.

**19. INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor, and is not an agent of the County.

**20. 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.

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 RFP and the Proposal. Should there occur a conflict between this form of Contract and the RFP, then this Contract shall prevail. Should there occur a conflict between this Contract or the RFP, and the Proposal, then this Contract and the RFP shall prevail.

**THIS CONTRACT** is effective as of this 02<sup>nd</sup> day of **May, 2012.**

**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 Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**CME ASSOCIATES**

\_\_\_\_\_  
**By:** \_\_\_\_\_

\_\_\_\_\_  
(Please Print Name)

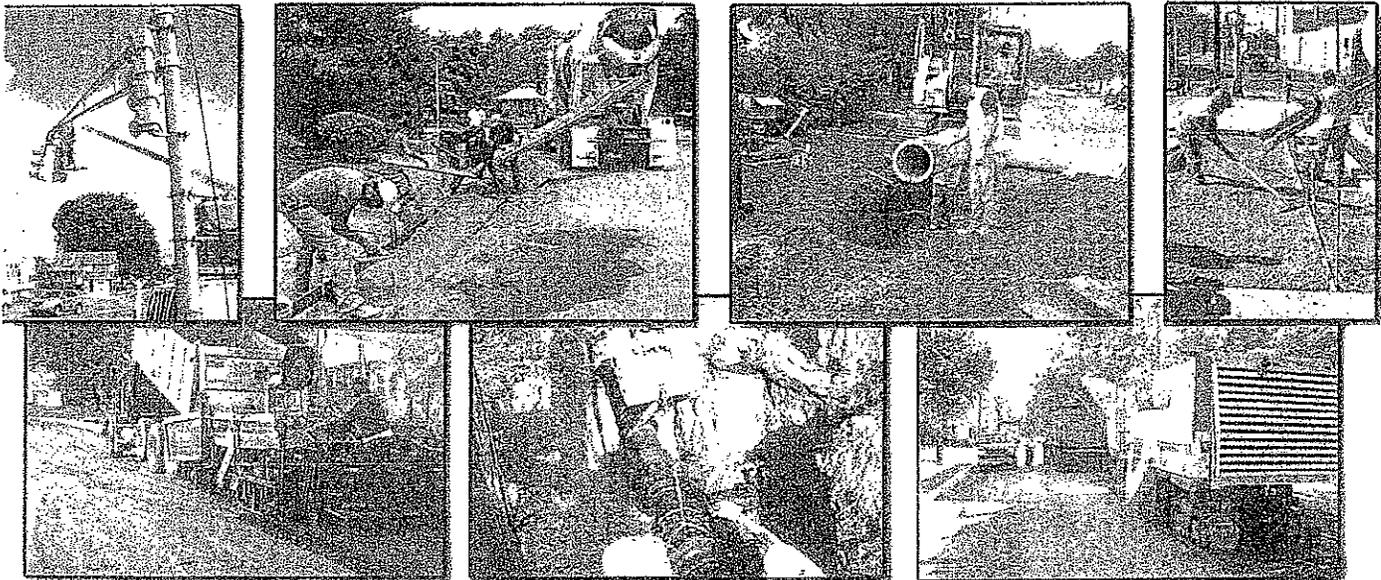
\_\_\_\_\_  
(Please Print Title)



B9

# COUNTY OF GLOUCESTER

**TECHNICAL PROPOSAL FOR THE PROVISION OF:  
Construction Management & Inspection Services for  
Resurfacing and Safety Improvements to Buck Road, CR553 from  
Salem County Line to Thornwood Drive in the  
Townships of Franklin & Elk**



**RFP #12-027**

**March 23, 2012  
10:00 A.M.**



ASSOCIATES

Parlin • Howell • Monmouth Junction • Atlantic City • Marlton

**Consulting & Municipal  
ENGINEERS**



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

Certificate of Availability of Funds

TREASURER'S NO. 12-03709  
C-04-12-012-165-12228

DATE March 05, 2012  
(\$65,834.50)

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$65,834.50 COUNTY COUNSEL August E. Knestaut, Esq.

DESCRIPTION: 

Professional Services Contract for Construction Management and Inspection Services per RFP-012-027, for the Construction of Resurfacing and Safety Improvements to Buck Road (CR553) from 1000' N. of Clayton Avenue (CR608) to the Salem County Line in the Townships of Elk & Franklin, Gloucester County, as per Federal Project #STP-0144(109) Construction, Engineering Project #11-03FA
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VENDOR: CME Associates, Consulting & Municipal Engineers

ADDRESS: 3141 Bordentown Avenue  
Parlin, NJ 08859-1162

  
DEPARTMENT HEAD APPROVAL

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

APPROVED  \_\_\_\_\_  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
NOT APPROVED

DATE PROCESSED \_\_\_\_\_

Meeting Date: May 02, 2012

B9

**BASIS OF AWARD**

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

**RFP-012-0-27 –Construction Management Services –Buck Rd – CME**

<p style="text-align: center;"><b>EVALUATION FACTORS</b></p> <p>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.</p>	<p style="text-align: center;"><b>SCORE</b></p>
<p><b>A. Technical Proposal contains all required information</b> All required documentation submitted.</p> <p style="text-align: center;"><u>5</u> points</p>	<p style="text-align: center;"><b>5</b></p>
<p><b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u></b></p> <p style="text-align: center;"><u>30</u> points. The personnel assigned to the project all have performed well on many similar projects for the County. They have experience with Federal projects and County procedures and requirements.</p>	<p style="text-align: center;"><b>30</b></p>
<p><b>C. <u>Relevance and Extent of Similar Engagements performed</u></b></p> <p>CME has performed many similar projects and has excellent experience with the County's procedures and policies. They also have experience with Federal process and requirements.</p> <p style="text-align: center;"><u>30</u> points.</p>	<p style="text-align: center;"><b>30</b></p>
<p><b>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b></p> <p style="text-align: center;"><u>35</u> points.</p> <p>CME has provided a plan for completing the project that has covered items of need and have performed these tasks well on past projects. The CM's Paulo Benatti and David Coates both take great care in completing the project needs from beginning to end.</p>	<p style="text-align: center;"><b>33</b></p>
	<p style="text-align: center;"><b>98</b></p>
<p style="text-align: center;"><b>TOTALS</b></p>	