

B7

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
SIGNAL CONTROL PRODUCTS**

**THIS CONTRACT** is made effective this **8th** day of August 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 **Signal Control Products.**, 199 Evans Way, Branchburg, NJ 08876, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the supply and delivery of certain traffic control parts and components, as set forth in bid **PD-012-016**, for use by the County's Public Works Department; and

**WHEREAS**, the Contractor represents that it is qualified to supply said items, 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 the period commencing **August 8, 2012** and concluding **August 7, 2013**, with an option for the County to extend this Contract for one (1) 2-year period, or two (2) 1 year periods.
2. **COMPENSATION.** The Contract shall be for a minimum contract amount of zero, and a maximum contract amount not to exceed \$631,987.50 for each Contract term, so that this is an open-ended contract. The Contract shall be for estimated units of service, as set forth in the Bid Specifications (hereinafter the "Specifications") for bid PD# 012-016, and the Contractor's Bid Proposal (hereinafter the "Proposal"). There is no obligation on the part of the County to make any purchase whatsoever.

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications, and the Proposal, which are incorporated herein and made a part hereof by reference. Contractor shall supply and deliver traffic control parts and components to and for the County, as per the requirements set forth in the Specifications for bid items 1, 3, 5, 6, 9-13, 16,18,21-22, 32, 33, 36-40, 43-48, 50-53, 55-60, 62-73, 76-79, 81, 83, 84, 85, 87, 89 on an "as needed" basis.

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

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

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

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

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

determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or

damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

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

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

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

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

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is

incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **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.

13. **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.

14. **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.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulations, 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. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, the Specifications, and the Proposal, all of which are referred to and incorporated herein. Should there occur a conflict between this form of Contract, and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications, and the Proposal, then this Contract and the Specifications shall prevail.

**THIS CONTRACT** is effective as of this 8<sup>th</sup> day of August, 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:**

**THE COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**SIGNAL CONTROL PRODUCTS**

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

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

B7

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
GENERAL TRAFFIC EQUIPMENT CORP.**

**THIS CONTRACT** is made effective this **8th** day of August 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 **General Traffic Equipment Corp.**, 259 Broadway Newburgh, NY 12550, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the supply and delivery of certain traffic control parts and components, as set forth in bid **PD-012-016**, for use by the County's Public Works Department; and

**WHEREAS**, the Contractor represents that it is qualified to supply said items, 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 the period commencing **August 8, 2012** and concluding **August 7, 2013**, with an option for the County to extend this Contract for one (1) 2-year period, or two (2) 1 year periods.
2. **COMPENSATION.** The Contract shall be for a minimum contract amount of zero, and a maximum contract amount not to exceed \$62,195.00 for each Contract term, so that this is an open-ended contract. The Contract shall be for estimated units of service, as set forth in the Bid Specifications (hereinafter the "Specifications") for bid PD# 012-016, and the Contractor's Bid Proposal (hereinafter the "Proposal"). There is no obligation on the part of the County to make any purchase whatsoever.

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications, and the Proposal, which are incorporated herein and made a part hereof by reference. Contractor shall supply and deliver traffic control parts and components to and for the County, as per the requirements set forth in the Specifications for bid items 2, 4, 7, 14, 15, 23-25, 28-32, 34, 35, 41, 42, 49, 54, 61, 75, 82, 83 on an "as needed" basis.

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

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

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

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

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

the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

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

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

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

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

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such

expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **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.

13. **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.

14. **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.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulations, 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. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, the Specifications, and the Proposal, all of which are referred to and incorporated herein. Should there occur a conflict between this form of Contract, and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications, and the Proposal, then this Contract and the Specifications shall prevail.

**THIS CONTRACT** is effective as of this 8<sup>th</sup> day of August, 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:**

**THE COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**GENERAL TRAFFIC EQUIPMENT CORP.**

\_\_\_\_\_

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

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

B7

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
TRAFFIC PARTS, INC.**

**THIS CONTRACT** is made effective this **8th** day of August 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 the "**County**", and **Traffic Parts, Inc.**, PO Box 837, Spring, Texas, 77383, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the supply and delivery of certain traffic control parts and components, as set forth in bid **PD-012-016**, for use by the County's Public Works Department; and

**WHEREAS**, the Contractor represents that it is qualified to supply said items, 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 the period commencing **August 8, 2012** and concluding **August 7, 2013**, with an option for the County to extend this Contract for a one (1) 2-year period, or two (2) 1 year periods.
2. **COMPENSATION.** The Contract shall be for a minimum contract amount of zero, and a maximum contract amount not to exceed \$11,928.25 for each Contract term, so that this is an open-ended contract. The Contract shall be for estimated units of service, as set forth in the Bid Specifications (hereinafter the "Specifications") for bid PD# 012-016, and the Contractor's Bid Proposal (hereinafter the "Proposal"). There is no obligation on the part of the County to make any purchase whatsoever.

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications, and the Proposal, which are incorporated herein and made a part hereof by reference. Contractor shall supply and deliver traffic control parts and components to and for the County, as per the requirements set forth in the Specifications for bid items 8, 17, 19, 20, 22A, 26, 27, 52 - 53 and 74 on an "as needed" basis.

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

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

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

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

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

the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

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

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

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

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

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such

expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **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.

13. **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.

14. **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.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulations, 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. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, the Specifications, and the Proposal, all of which are referred to and incorporated herein. Should there occur a conflict between this form of Contract, and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications, and the Proposal, then this Contract and the Specifications shall prevail.

**THIS CONTRACT** is effective as of this 8<sup>th</sup> day of August, 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. DI LELLA, CLERK**

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

**ATTEST:**

**TRAFFIC PARTS, INC.**

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

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

TO BOARD OF CHOSEN FREEHOLDERS.  
OF THE COUNTY OF GLOUCESTER

**FREEHOLDERS:**

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE PROJECT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON June 27, 2012 at 10:00 AM, LOCAL TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY ADMINISTRATION BUILDING, 2ND FLOOR, 2 SOUTH BROAD ST. WOODBURY, NJ 08096.

**THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT TO FURNISH ALL ITEMS IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES SPECIFIED BELOW:**

<u>Item #</u>	<u>Annual Unit Description</u>	<u>Est. Quantity</u>	<u>Price</u>
001	Traffic Signal ground mount Type "P" Controller Cabinet, unpainted sheet aluminum, with 6" sub base; Econolite 16-phase Model ASC/2S-2100 (or equal) controller with internal time base coordination module; Econolite Model 12 ELRA (or equal) 12-channel signal monitor, 16-position swing-down backpanel, 8-Vehicle, 4-Overlap, 4-Pedestrian, eight (8) solid-state load test switches for vehicle and pedestrian movements; 2 internal incandescent lamp fixtures; 5 heavy duty field terminal blocks; field terminal blocks for 20 detector cables; assistance of technician with the initial turn-on of the traffic signals.	5 each	\$ <u>N/B</u>
002	Solid State Flasher, rated 20 Amp, Model 204	20 each	\$ <u>26-</u>
003	Banding, 5/8" wide, stainless steel, 100 ft. length box	15 box	\$ <u>55-</u>
004	Bronze Truss Hanger with wire entrance outlet.	40 each	\$ <u>80</u>
005	Controller Cabinet Filter, 12" x 16" x 1" (12 per case)	5 case	\$ <u>N/B</u>
006	Aluminum Mast Arm, NJDOT Type 20M, with 6-5/8" clamps	5 each	\$ <u>N/B</u>
007	Flash Transfer Relays, Model -- 1366T200	10 each	\$ <u>22-</u>
008	Solid State Digital Flashers, square, model -- SM0103	5 each	\$ <u>85-</u>
009	Traffic Signal Mast Arm, Type 20MK	5 each	\$ <u>N/B</u>
010	12" Aluminum Tunnel Visor, Yellow, Traffic Technology Control # 070027B (or equal)	60 each	\$ <u>15-</u>
011	Pedestal Assembly, Type P-10', TBJ base,		

	square base	5 each	\$ <u>N/B</u>
012	Transyt Model 12 ELRA Signal Monitor	20 each	\$ <u>N/B</u>
013	Pole Bases Assembly, Type TB-20 for Type T pole w/connecting hardware, pole to base, and base foundation.	10 each	\$ <u>N/B</u>
014	Pedestrian Push Button Extension Brackets 18-24" Nipple length with 2 pole attachments	10 each	\$ <u>60-</u>
015	Pedestrian Push Buttons	25 each	\$ <u>18-</u>
016	ADA Compliant Pedestrian Buttons Polara Engineering Model BDLL2-X or equivalent	25 each	\$ <u>N/B</u>
017	24 Hour Flasher Controller Installed in SM141111 Cabinet	25 each	\$ <u>N/B</u>
018	Meter Cabinets, Type "T" w/Cabinet Base to Foundation Hardware "w/o" anchor bolts	10 each	\$ <u>N/B</u>
019	12" Louvered Inserts (Black)	10 each	\$ <u>70-</u>
020	8" Louvered Inserts (Black)	5 each	\$ <u>50-</u>
021	Mast Arms 15m, 6-5/8"	5 each	\$ <u>N/B</u>
022	Traffic Signal Standard, Type "T" Poles, 6-5/8"	10 each	\$ <u>N/B</u>
021A	8" Aluminum Tunnel Visor, Yellow, Traffic Technology Control # 070024B (or equal)	35 each	\$ <u>12-</u>
023	1 1/2" x 12" Nipple Assembly, Complete with Elbow	80 each	\$ <u>20-</u>
024	1 1/2" x 6" Nipple Assembly, Complete with Elbow	80 each	\$ <u>1650</u>
025	1 1/4" x 6" Rigid Steel Nipple	25 each	\$ <u>6-</u>
026	1 1/4" Service Weather Head	10 each	\$ <u>12-</u>
027	2" Service Weather Head	20 each	\$ <u>25-</u>
028	2" Rigid Steel Conduit, 10' length	10 each	\$ <u>40-</u>
020	1 1/4" Rigid Steel Conduit, 10' length	10 each	\$ <u>30-</u>
030	Buckles for banding, 5/8"-wide Stainless Steel, 100 Buckles per Box	5 boxes	\$ <u>35-</u>
031	2-Way Hollow Top Brackets, 14" long for Traffic Signal Heads	40 each	\$ <u>45-</u>
032	2-Way Bottom T-Bar Assembly, 14" long for Traffic Signal Heads	40 each	\$ <u>20-</u>

033	Cool-Band-it Tool, UIC/3001	5 each	\$ _____
034	12" 3-Section Aluminum Traffic Signal with Red, Yellow & Green LED's	75 each	\$ <u>265-</u>
035	8" 3-Section Aluminum Traffic Signal with Red, Yellow & Green LED's	75 each	\$ <u>210-</u>
033	Econolite Controller Assembly Model ASC-25-2100	25 each	\$ <u>N/B</u>
033	8' Pedestal Pole with TBJ-6 Base, with Connecting Hardware - Base to Foundation	10 each	\$ <u>N/B</u>
038	12' Pedestal Pole with TBJ-6 Base, with Connecting Hardware - Base to Foundation	40 each	\$ <u>N/B</u>
039	14' Pedestal Pole with TBJ-6 Base, with Connecting Hardware - Base to Foundation	20 each	\$ <u>N/B</u>
040	16' Pedestal Pole with TBJ-6 Base, with Connecting Hardware - Base to Foundation	20 each	\$ <u>N/B</u>
041	16" 1-Section Aluminum Pedestrian Signal w/Hand-Man LED	50 each	\$ <u>175-</u>
042	Hub Plates	100 each	\$ <u>7-</u>
043	1.5" x 10' PVC Conduit (Sch. 80)	20 each	\$ <u>N/B</u>
044	1.5" x 10' Metal Conduit (Sch. 80)	20 each	\$ <u>N/B</u>
045	5/8" x 10' Brass Grounding Rods	20 each	\$ <u>N/B</u>
046	Electric Services Cable (THHN), Rolls of 500' black 600 volt - 6 AWG - copper - stranded - black - jacket for wet/dry locations	5 each	\$ <u>N/B</u>
047	3-Conductor 14 AWG Wire Reels of IMSA 20-1 600 V (1,000' reel)	5 each	\$ <u>N/B</u>
048	5-Conductor 14 AWG Wire, Reels of IMSA 19-1 600 V (1,000' reel)	5 each	\$ <u>N/B</u>
049	Astro-Bracket Standard Assembly AB-0116-4-29-SS	20 each	\$ <u>85-</u>
050	Clary SP-1000 Battery Back-Up System	10 each	\$ <u>N/B</u>
051	18" Subbase for "P" Meter Cabinet, with qty-2 Shelves	10 each	\$ <u>N/B</u>
052	4" Cabinet Fan with Guard	50 each	\$ <u>N/B</u>
053	Signal Closure kit for traffic signal as	50 each	\$ <u>4-</u>

manufactured by Pelco Products,  
part #SE-30546-yellow

- 054 Signal Hardware Kit for connecting traffic signal sections together as manufactured by Peek Traffic Systems, part #070012B (or equal). 50 each \$ 3-
- 055 The video detection device shall consist of the following: A Machine Video Processor (MVP) shall include a TCP/IP internet protocol addressable 22x zoom color image sensor. The MVP image sensor shall be an integrated imaging color CCD array with optics, high-speed, image processing hardware and a general purpose CPU bundled into a sealed enclosure. The MVP shall provide direct real-time iris and shutter speed control. The MVP image sensor shall be equipped with an integrated auto zoom / auto focus lens that can be changed using configuration computer software 5 each \$ N/B
- 056 Burle Phillips VPK590 series 1/3" image format black and white manual zoom (5.8-50mm), manual focus high resolution environmentalized CCD 1/3" with 16-pin MS connector on back and extra long sunshield machined to mount on Pelco AB-0173 series camera brackets 5 each \$ N/B
- 057 One (1) complete detection package shall consist of the following items: 5 each \$ N/B
- 4 - Machine Video Processor (MVP) color 22x zoom
  - 4 - 80ft camera cable (5.5 twist color-coded pairs)
  - 4 - Camera mounting brackets (AB-0173-1-29-SS)
  - 1 - Communication interface panel w/ Ethernet adapter (ACIP4E)
  - 1 - 1,000ft bulk roll camera branch cable (5.5 pair)
  - 1 - Minihub II detector port master
  - 1 - Shelf-mount enclosure with AC adapter for minihub
  - 1 - Supplier to assist with installation, setup and 4hrs of training
- 058 One (1) complete Video camera assembly shall consist of the following items: 5 each \$ N/B
- 4 - Econolite Autoscope Rack Vision Machine Vision Processors.
  - 4 - Econolite Autoscope Image Ais 11 Image Sensors
  - 1 - Reel 1,000' Econolite Sensor Cable  
75 Ohm Video Coaxial with 16 AWG 3/C
  - 1 - Video Signal Surge Protection Arris Technologies IMG 2
  - 4 - Mounting Brackets - Sky Bracket SB29-ACM-74
- 059 NJDOT Type "K" pole complete. Consisting of a 10" x 9" tapered 6063-T6 spun aluminum pole .250" wall with M81 transformer base. Includes base-to-base foundation, base-to-pole hardware, aluminum pole cap and bolt covers. Per NJDOT dwg T-1001. 5 each \$ N/B
- 060 Rework existing "P" cabinet. Empty cabinet to be picked up at the Gloucester County Maintenance yard, Clayton. The following items are to be installed in above cabinet: 5 each \$ N/B
- 1 - 16-position TS1 style backpanel  
with four (4) extra field terminal blocks
  - 1 - NJDOT style power supply

- 1 - NJDOT loop style detector panel  
w/ pedestrian isolation circuits and  
six (6) 4-channel loop detector harnesses
- 1 - detector test button panel
- 1 - Door switch assembly
- 1 - Fan, Light and Thermostat assembly

The controller, conflict monitor, loop detectors and other plug-ins shall not be supplied.

061	1-way aluminum slipfitter with bronze chase nipple	5 each	\$ <u>35-</u>
062	7 conductor 14AWG IMSA stranded traffic signal cable on 1,000 ft reel.	5 each	\$ <u>N/B</u>
063	10 conductor 14AWG IMSA stranded traffic signal cable on 1,000 ft reel.	5 each	\$ <u>N/B</u>
064	SKY-Electronics relay type SKKP-2C coil: 12 VAC, 1/6 HP, 10 amp, 120 VAC 1/3 HP 10 amp 240 VAC 10 amp 28 VDC (Used for Pedestrian Push Buttons)	10 each	\$ <u>N/B</u>
065	25' mast arms type 25MK.	5 each	\$ <u>N/B</u>
066	20' x 3/4" Greenfield tubing.	10 each	\$ <u>N/B</u>
067	3/4" straight Flex connectors.	10 each	\$ <u>N/B</u>
068	3/4" 90° Flex connectors.	10 each	\$ <u>N/B</u>
069	2" x 12" galvanized conduit nipples.	25 each	\$ <u>N/B</u>
070	X-XClose galvanized nipples.	25 each	\$ <u>N/B</u>
071	Galvanized conduit couplings.	25 each	\$ <u>N/B</u>
072	Steel Locknuts.	25 each	\$ <u>N/B</u>
073	D/C insulated conduit bushing.	25 each	\$ <u>N/B</u>
074	12" aluminum pedestrian signal visor (yellow).	10 each	\$ <u>26-</u>
075	16" aluminum pedestrian signal visor (yellow).	10 each	\$ <u>26-</u>
076	Outpost Batteries for Clary UPS Units: Clary 41 Ah Batteries (set of 6)	5 set	\$ <u>N/B</u>
077	Outpost Batteries for Clary UPS Units: Clary 51 Ah Batteries (set of 6)	5 set	\$ <u>N/B</u>
078	Outpost Batteries for Clary UPS Units: U-Bolt Kit AB-0256-SS	25 each	\$ <u>N/B</u>
079	Outpost Batteries for Clary UPS Units: Clamp Screw Kit AB-0204-SS	25 each	\$ <u>N/B</u>
080	Batteries for Signal Sense UPS Units:		

	North Star Battery Model #NSB12-370 100 Ah Battery with Steel Can	25 each	\$ <u>N/B</u>
081	M81 Transformer Base for Type "K" Traffic Signal Pole	10 each	\$ <u>N/B</u>
082	3-Way Hollow Top Brackets, 14" Long for Traffic Signal Heads (yellow)	25 each	\$ <u>65-</u>
083	3-Way Bottom T-Bar Assembly, 14" Long for Traffic Signals (Yellow)	25 each	\$ <u>35-</u>
084	24" x 30" LED Blankout Sign "No Turn on Red" with Overhead Mounting Brackets	5 each	\$ <u>N/B</u>
085	Pedestrian Signal 16" 1-Section Aluminum Yellow Body with Countdown-type LED Module	25 each	\$ <u>260-</u>
086	Signal Sense SH1200UR Traffic UPS Unit	5 each	\$ <u>N/B</u>
087	12", 3-sec optically programmable traffic signal Yellow aluminum body with visors R-A-G lens configuration equipped with LEDs and setup for overhead mount	5 each	\$ <u>N/B</u>
088	12", 5-sec optically programmable traffic signal Yellow aluminum body with visors R-A-G-YA-GA cluster lens configuration equipped with LEDs & setup for overhead mount	5 each	\$ <u>N/B</u>
089	2020, 4-camera machine vision processor (MVP) with software based JPEG video compression; shelf mount with 120VAC internal power supply. Provides vehicle detection, traffic data management, speed, and incident detection. Traffic data is stored in non-volatile memory and can be polled in real-time	5 each	\$ <u>N/B</u>

**THE COUNTY INTENDS TO MAKE AN AWARD TO THE LOWEST RESPONSIVE,  
RESPONSIBLE BIDDER FOR EACH INDIVIDUAL LINE ITEM. HOWEVER, TO OFFSET  
THE ADMINISTRATIVE COSTS FOR ISSUING A CONTRACT, THE COUNTY RESERVES  
THE RIGHT TO MAKE A SPLIT AWARD ONLY WHEN THE TOTAL SAVINGS WILL  
AMOUNT TO \$250.00 OR MORE.**

LUMP SUM BID

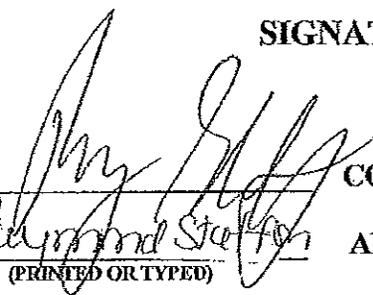
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Variations \_\_\_\_\_  
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Do you have any exceptions to these specifications?

yes \_\_\_\_\_ no X

**SIGNATURE PAGE**

SIGNED:  COMPANY: General Traffic Equipment Corp.  
NAME: Raymond Steffen ADDRESS: 259 Broadway  
(PRINTED OR TYPED) Newburgh New York 12550  
TITLE: President TELE #: 845-569-9000  
DATE: \_\_\_\_\_ FAX #: 845-569-1800

TO BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE PROJECT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON June 27, 2012 at 10:00 AM, LOCAL TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY ADMINISTRATION BUILDING, 2ND FLOOR, 2 SOUTH BROAD ST. WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT TO FURNISH ALL ITEMS IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES SPECIFIED BELOW:

<u>Item #</u>	<u>Annual Unit Description</u>	<u>Est. Quantity</u>	<u>Price</u>
001	Traffic Signal ground mount Type "P" Controller Cabinet, unpainted sheet aluminum, with 6" sub base; Econolite 16-phase Model ASC/2S-2100 (or equal) controller with internal time base coordination module; Econolite Model 12 ELRA (or equal) 12-channel signal monitor, 16-position swing-down backpanel, 8-Vehicle, 4-Overlap, 4-Pedestrian, eight (8) solid-state load test switches for vehicle and pedestrian movements; 2 internal incandescent lamp fixtures; 5 heavy duty field terminal blocks; field terminal blocks for 20 detector cables; assistance of technician with the initial turn-on of the traffic signals.	5 each	\$ 9,345.00 each
002	Solid State Flasher, rated 20 Amp, Model 204	20 each	\$ 28.00 each
003	Banding, 5/8" wide, stainless steel, 100 ft. length box	15 box	\$ 44.00 each
004	Bronze Truss Hanger with wire entrance outlet.	40 each	\$ 114.00 each
005	Controller Cabinet Filter, 12" x 16" x 1" (12 per case)	5 case	\$ 36.00 each
006	Aluminum Mast Arm, NJDOT Type 20M, with 6-5/8" clamps	5 each	\$ 845.00 each
007	Flash Transfer Relays, Model - 1366T200	10 each	\$ 25.00 each
008	Solid State Digital Flashers, square, model - SM0103	5 each	\$ 100.00 each
009	Traffic Signal Mast Arm, Type 20MK	5 each	\$ 1,140.00 each
010	12" Aluminum Tunnel Visor, Yellow, Traffic Technology Control # 070027B (or equal)	60 each	\$ 13.00 each

011	Pedestal Assembly, Type P-10', TBJ base, square base	5 each	\$ <u>345.00</u> each
012	Transyt Model 12 ELRA Signal Monitor	20 each	\$ <u>655.00</u> each
013	Pole Bases Assembly, Type TB-20 for Type T pole w/connecting hardware, pole to base, and base foundation.	10 each	\$ <u>385.00</u> each
014	Pedestrian Push Button Extension Brackets 18-24" Nipple length with 2 pole attachments	10 each	\$ <u>125.00</u> each
015	Pedestrian Push Buttons	25 each	\$ <u>26.00</u> each
016	ADA Compliant Pedestrian Buttons Polara Engineering Model BDLL2-X or equivalent	25 each	\$ <u>95.00</u> each
017	24 Hour Flasher Controller Installed in SM141111 Cabinet	25 each	\$ <u>395.00</u> each
018	Meter Cabinets, Type "T" w/Cabinet Base to Foundation Hardware "w/o" anchor bolts	10 each	\$ <u>495.00</u> each
019	12" Louvered Inserts (Black)	10 each	\$ <u>58.00</u> each
020	8" Louvered Inserts (Black)	5 each	\$ <u>48.00</u> each
021	Mast Arms 15m, 6-5/8"	5 each	\$ <u>860.00</u> each
022	Traffic Signal Standard, Type "T" Poles, 6-5/8"	10 each	\$ <u>965.00</u> each
022A	8" Aluminum Tunnel Visor, Yellow, Traffic Technology Control # 070024B (or equal)	35 each	\$ <u>13.00</u> each
023	1 1/2" x 12" Nipple Assembly, Complete with Elbow	80 each	\$ <u>34.00</u> each
024	1 1/4" x 6" Nipple Assembly, Complete with Elbow	80 each	\$ <u>32.00</u> each
025	1 1/4" x 6" Rigid Steel Nipple	25 each	\$ <u>7.50</u> each
026	1 1/4" Service Weather Head	10 each	\$ <u>9.50</u> each
027	2" Service Weather Head	20 each	\$ <u>17.00</u> each
028	2" Rigid Steel Conduit, 10' length	10 each	\$ <u>75.00</u> each
029	1 1/4" Rigid Steel Conduit, 10' length	10 each	\$ <u>65.00</u> each
030	Buckles for banding, 5/8"-wide Stainless Steel, 100 Buckles per Box	5 boxes	\$ <u>38.00</u> each
031	2-Way Hollow Top Brackets, 14" long for Traffic Signal Heads	40 each	\$ <u>74.00</u> each

032	2-Way Bottom T-Bar Assembly, 14" long for Traffic Signal Heads	40 each	\$ <u>20.00</u> each
033	Cool-Band-it Tool, UIC/3001	5 each	\$ <u>85.00</u> each
034	12" 3-Section Aluminum Traffic Signal with Red, Yellow & Green LED's	75 each	\$ <u>310.00</u> each
035	8" 3-Section Aluminum Traffic Signal with Red, Yellow & Green LED's	75 each	\$ <u>215.00</u> each
036	Econolite Controller Assembly Model ASC-25-2100	25 each	\$ <u>1,950.00</u> each
037	8' Pedestal Pole with TBJ-6 Base, with Connecting Hardware - Base to Foundation	10 each	\$ <u>335.00</u> each
038	12' Pedestal Pole with TBJ-6 Base, with Connecting Hardware - Base to Foundation	40 each	\$ <u>395.00</u> each
039	14' Pedestal Pole with TBJ-6 Base, with Connecting Hardware - Base to Foundation	20 each	\$ <u>425.00</u> each
040	16' Pedestal Pole with TBJ-6 Base, with Connecting Hardware - Base to Foundation	20 each	\$ <u>450.00</u> each
041	16" 1-Section Aluminum Pedestrian Signal with Hand-Man LED	50 each	\$ <u>189.00</u> each
042	Hub Plates	100 each	\$ <u>12.00</u> each
043	1.5" x 10' PVC Conduit (Sch. 80)	20 each	\$ <u>16.00</u> each
044	1.5" x 10' Metal Conduit (Sch. 80)	20 each	\$ <u>65.00</u> each
045	5/8" x 10' Brass Grounding Rods	20 each	\$ <u>52.00</u> each
046	Electric Services Cable (THHN), Rolls of 500' black 600 volt - 6 AWG - copper - stranded - black - jacket for wet/dry locations	5 each	\$ <u>295.00</u> each
047	3-Conductor 14 AWG Wire Reels of IMSA 20-1 600 V (1,000' reel)	5 each	\$ <u>550.00</u> each
048	5-Conductor 14 AWG Wire, Reels of IMSA 19-1 600 V (1,000' reel)	5 each	\$ <u>825.00</u> each
049	Astro-Bracket Standard Assembly AB-0116-4-29-SS	20 each	\$ <u>150.00</u> each
050	Clary SP-1000 Battery Back-Up System	10 each	\$ <u>7,650.00</u> each
051	18" Subbase for "P" Meter Cabinet, with qty-2 Shelves	10 each	\$ <u>515.00</u> each

052	4" Cabinet Fan with Guard	50 each	\$ <u>24.00</u> each
053	Signal Closure kit for traffic signal as manufactured by Pelco Products, part #SE-30546-yellow	50 each	\$ <u>2.75</u> each
054	Signal Hardware Kit for connecting traffic signal sections together as manufactured by Peek Traffic Systems, part #070012B (or equal).	50 each	\$ <u>3.50</u> each
055	The video detection device shall consist of the following: A Machine Video Processor (MVP) shall include a TCP/IP internet protocol addressable 22x zoom color image sensor. The MVP image sensor shall be an integrated imaging color CCD array with optics, high-speed, image processing hardware and a general purpose CPU bundled into a sealed enclosure. The MVP shall provide direct real-time iris and shutter speed control. The MVP image sensor shall be equipped with an integrated auto zoom / auto focus lens that can be changed using configuration computer software	5 each	\$ <u>3,900.00</u> each
056	Burle Phillips VPK590 series 1/3" image format black and white manual zoom (5.8-50mm), manual focus high resolution environmentalized CCD 1/3" with 16-pin MS connector on back and extra long sunshield machined to mount on Pelco AB-0173 series camera brackets	5 each	\$ <u>1,425.00</u> each
057	One (1) complete detection package shall consist of the following items: 4 - Machine Video Processor (MVP) color 22x zoom 4 - 80ft camera cable (5.5 twist color-coded pairs) 4 - Camera mounting brackets (AB-0173-1-29-SS) 1 - Communication interface panel w/ Ethernet adapter (ACIP4E) 1 - 1,000ft bulk roll camera branch cable (5.5 pair) 1 - Minihub II detector port master 1 - Shelf-mount enclosure with AC adapter for minihub 1 - Supplier to assist with installation, setup and 4hrs of training	5 each	\$ <u>19,800.00</u> each
058	One (1) complete Video camera assembly shall consist of the following items: 4 - Econolite Autoscope Rack Vision Machine Vision Processors 4 - Econolite Autoscope Image Ais 11 Image Sensors 1 - Reel 1,000' Econolite Sensor Cable 75 Ohm Video Coaxial with 16 AWG 3/C 1 - Video Signal Surge Protection Arris Technologies IMG 2 4 - Mounting Brackets - Sky Bracket SB29-ACM-74	5 each	\$ <u>18,200.00</u> each
059	NJDOT Type "K" pole complete. Consisting of a 10" x 9" tapered 6063-T6 spun aluminum pole .250" wall with M81 transformer base. Includes base-to-base foundation, base-to-pole hardware, aluminum pole cap and bolt covers. Per NJDOT dwg T-1001.	5 each	\$ <u>1,450.00</u> each

060	Rework existing "P" cabinet. Empty cabinet to be picked up at the Gloucester County Maintenance yard, Clayton. The following items are to be installed in above cabinet: 1 - 16-position TS1 style backpanel with four (4) extra field terminal blocks 1 - NJDOT style power supply 1 - NJDOT loop style detector panel w/ pedestrian isolation circuits and six (6) 4-channel loop detector harnesses 1 - detector test button panel 1 - Door switch assembly 1 - Fan, Light and Thermostat assembly The controller, conflict monitor, loop detectors and other plug-ins shall not be supplied.	5 each	\$ <u>5,800.00</u> each
061	1-way aluminum slipfitter with bronze chase nipple	5 each	\$ <u>52.00</u> each
062	7 conductor 14AWG IMSA stranded traffic signal cable on 1,000 foot reel.	5 each	\$ <u>1,175.00</u> each
063	10 conductor 14AWG IMSA stranded traffic signal cable on 1,000 foot reel.	5 each	\$ <u>1,650.00</u> each
064	SKY-Electronics relay type SKKP-2C coil: 12 VAC, 1/6 HP, 10 amp, 120 VAC 1/3 HP 10 amp 240 VAC 10 amp 28 VDC (Used for Pedestrian Push Buttons)	10 each	\$ <u>12.00</u> each
065	25' mast arms type 25MK.	5 each	\$ <u>1,375.00</u> each
066	20' x 3/4" Greenfield tubing.	10 each	\$ <u>30.00</u> each
067	3/4" straight Flex connectors.	10 each	\$ <u>5.00</u> each
068	3/4" 90° Flex connectors.	10 each	\$ <u>5.00</u> each
069	2" x 12" galvanized conduit nipples.	25 each	\$ <u>6.00</u> each
070	X-XClose galvanized nipples.	25 each	\$ <u>7.00</u> each
071	Galvanized conduit couplings.	25 each	\$ <u>6.00</u> each
072	Steel Locknuts.	25 each	\$ <u>3.00</u> each
073	D/C insulated conduit bushing.	25 each	\$ <u>28.00</u> each
074	12" aluminum pedestrian signal visor (yellow).	10 each	\$ <u>15.00</u> each
075	16" aluminum pedestrian signal visor (yellow).	10 each	\$ <u>45.00</u> each
076	Outpost Batteries for Clary UPS Units: Clary 41 Ah Batteries (set of 6)	5 set	\$ <u>1,110.00</u> each
077	Outpost Batteries for Clary UPS Units: Clary 51 Ah Batteries (set of 6)	5 set	\$ <u>1,110.00</u> each

078	Outpost Batteries for Clary UPS Units: U-Bolt Kit AB-0256-SS	25 each	\$ 5.00 each
079	Outpost Batteries for Clary UPS Units: Clamp Screw Kit AB-0204-SS	25 each	\$ 22.00 each
080	Batteries for Signal Sense UPS Units: North Star Battery Model #NSB12-370 100 Ah Battery with Steel Can	25 each	\$ No Bid
081	M81 Transformer Base for Type "K" Traffic Signal Pole	10 each	\$ 670.00 each
082	3-Way Hollow Top Brackets, 14" Long for Traffic Signal Heads (yellow)	25 each	\$ 115.00 each
083	3-Way Bottom T-Bar Assembly, 14" Long for Traffic Signals (Yellow)	25 each	\$ 35.00 each
084	24" x 30" LED Blankout Sign "No Turn on Red" with Overhead Mounting Brackets	5 each	\$ 3,200.00 each
085	Pedestrian Signal 16" 1-Section Aluminum Yellow Body with Countdown-type LED Module	25 each	\$ 255.00 each
086	Signal Sense SH1200UR Traffic UPS Unit	5 each	\$ No Bid
087	12", 3-sec optically programmable traffic signal Yellow aluminum body with visors R-A-G lens configuration equipped with LEDs and setup for overhead mount	5 each	\$ 2,550.00 each
088	12", 5-sec optically programmable traffic signal Yellow aluminum body with visors R-A-G-YA-GA cluster lens configuration equipped with LEDs & setup for overhead mount	5 each	\$ 4,150.00 each
089	2020, 4-camera machine vision processor (MVP) with software based JPEG video compression; shelf mount with 120VAC internal power supply. Provides vehicle detection, traffic data management, speed, and incident detection. Traffic data is stored in non-volatile memory and can be polled in real- time	5 each	\$ 9,800.00 each

**THE COUNTY INTENDS TO MAKE AN AWARD TO THE LOWEST RESPONSIVE,  
RESPONSIBLE BIDDER FOR EACH INDIVIDUAL LINE ITEM. HOWEVER, TO OFFSET  
THE ADMINISTRATIVE COSTS FOR ISSUING A CONTRACT, THE COUNTY RESERVES  
THE RIGHT TO MAKE A SPLIT AWARD ONLY WHEN THE TOTAL SAVINGS WILL  
AMOUNT TO \$250.00 OR MORE.**

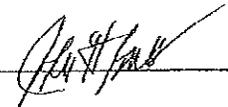
LUMP SUM BID

\$ 765,020.00

Variations NONE  
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Do you have any exceptions to these specifications?  
yes \_\_\_\_\_ no XXX

**SIGNATURE PAGE**

**SIGNED:**  **COMPANY:** Signal Control Products, Inc  
**NAME:** John H Bolt **ADDRESS:** 199 Evans Way  
(PRINTED OR TYPED) Branchburg, NJ 08876  
**TITLE:** Vice President **TELE #:** 908-231-1133  
**DATE:** 25 June 2012 **FAX #:** 908-707-0333

TO BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF GLOUCESTER

**FREEHOLDERS:**

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE PROJECT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON **June 27, 2012 at 10:00 AM**, LOCAL TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY ADMINISTRATION BUILDING, 2ND FLOOR, 2 SOUTH BROAD ST. WOODBURY, NJ 08096.

**THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT TO FURNISH ALL ITEMS IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES SPECIFIED BELOW:**

<u>Item #</u>	<u>Annual Unit Description</u>	<u>Est. Quantity</u>	<u>Price</u>
001	Traffic Signal ground mount Type "P" Controller Cabinet, unpainted sheet aluminum, with 6" sub base; Econolite 16-phase Model ASC/2S-2100 (or equal) controller with internal time base coordination module; Econolite Model 12 ELRA (or equal) 12-channel signal monitor, 16-position swing-down backpanel, 8-Vehicle, 4-Overlap, 4-Pedestrian, eight (8) solid-state load test switches for vehicle and pedestrian movements; 2 internal incandescent lamp fixtures; 5 heavy duty field terminal blocks; field terminal blocks for 20 detector cables; assistance of technician with the initial turn-on of the traffic signals.	5 each	\$ <u>No Bid</u>
002	Solid State Flasher, rated 20 Amp, Model 204 <i>TP490</i>	20 each	\$ <u>35.75</u>
003	Banding, 5/8" wide, stainless steel, <i>TP4070</i> 100 ft. length box	15 box	\$ <u>54.75/box</u>
004	Bronze Truss Hanger with wire entrance outlet.	40 each	\$ <u>No Bid</u>
005	Controller Cabinet Filter, 12" x 16" x 1" (12 per case)	5 case	\$ <u>        </u>
006	Aluminum Mast Arm, NJDOT Type 20M, with 6-5/8" clamps	5 each	\$ <u>        </u>
007	Flash Transfer Relays, Model - 1366T200 <i>TP84</i>	10 each	\$ <u>34.50</u>
008	Solid State Digital Flashers, square, model - SM0103 <i>TP150</i>	5 each	\$ <u>75.00</u>
009	Traffic Signal Mast Arm, Type 20MK	5 each	\$ <u>No Bid</u>
010	12" Aluminum Tunnel Visor, Yellow, Traffic		

Technology Control # 070027B (or equal) ~~TP#~~ 5540 60 each \$ 14.50

011	Pedestal Assembly, Type P-10', TBJ base, square base	5 each	\$ <u>No Bid</u>
012	Transyt Model 12 ELRA Signal Monitor	20 each	\$ _____
013	Pole Bases Assembly, Type TB-20 for Type T pole w/connecting hardware, pole to base, and base foundation.	10 each	\$ _____
014	Pedestrian Push Button Extension Brackets 18-24" Nipple length with 2 pole attachments	10 each	\$ _____
015	Pedestrian Push Buttons TP4301	25 each	\$ <u>24.50</u>
016	ADA Compliant Pedestrian Buttons Polara Engineering Model BDLL2-X or equivalent	25 each	\$ <u>No Bid</u>
017	24 Hour Flasher Controller Installed in SM141111 Cabinet TP1470	25 each	\$ <u>295.00</u>
018	Meter Cabinets, Type "T" w/Cabinet Base to Foundation Hardware "w/o" anchor bolts	10 each	\$ <u>No Bid</u>
019	12" Louvered Inserts (Black) TP3435	10 each	\$ <u>54.75</u>
020	8" Louvered Inserts (Black) TP1494	5 each	\$ <u>47.75</u>
021	Mast Arms 15m, 6-5/8"	5 each	\$ <u>No Bid</u>
022	Traffic Signal Standard, Type "T" Poles, 6-5/8"	10 each	\$ _____
022A	8" Aluminum Tunnel Visor, Yellow, Traffic Technology Control # 070024B (or equal) TP5534	35 each	\$ <u>11.50</u>
023	1 1/2" x 12" Nipple Assembly, Complete with Elbow NIPLE-A12-TP-1YN w/1276, 2127, 2128, 4290	80 each	\$ <u>29.00</u>
024	1 1/2" x 6" Nipple Assembly, Complete with Elbow NIPLE-A06-TP-1YN w/1276, 2127, 2128, 4290	80 each	\$ <u>27.00</u>
025	1 1/2" x 6" Rigid Steel Nipple TP3365	25 each	\$ <u>12.25</u>
026	1 1/4" Service Weather Head #FITWH125	10 each	\$ <u>6.95</u>
027	2" Service Weather Head #FITWH200	20 each	\$ <u>12.25</u>
028	2" Rigid Steel Conduit, 10' length	10 each	\$ <u>No Bid</u>
029	1 1/2" Rigid Steel Conduit, 10' length	10 each	\$ _____
030	Buckles for banding, 5/8"-wide Stainless Steel, 100 Buckles per Box TP4016	5 boxes	\$ <u>42.50</u>
031	2-Way Hollow Top Brackets, 14" long for Traffic Signal Heads	40 each	\$ <u>No Bid</u>

032	2-Way Bottom T-Bar Assembly, 14" long for Traffic Signal Heads	40 each	\$ <u>No Bid</u>
033	Cool-Band-it Tool, UIC/3001 <i>TP#4018</i>	5 each	\$ <u>105.00</u>
034	12" 3-Section Aluminum Traffic Signal with Red, Yellow & Green LED's <i>516-TAY-305-CTN-JUN-1A</i>	75 each	\$ <u>270.00</u>
035	8" 3-Section Aluminum Traffic Signal with Red, Yellow & Green LED's <i>516-EAY-305-CTN-JUN-1A</i>	75 each	\$ <u>243.00</u>
036	Econolite Controller Assembly Model ASC-25-2100	25 each	\$ <u>No Bid</u>
037	8' Pedestal Pole with TBJ-6 Base, with Connecting Hardware -- Base to Foundation	10 each	\$ _____
038	12' Pedestal Pole with TBJ-6 Base, with Connecting Hardware -- Base to Foundation	40 each	\$ _____
039	14' Pedestal Pole with TBJ-6 Base, with Connecting Hardware -- Base to Foundation	20 each	\$ _____
040	16' Pedestal Pole with TBJ-6 Base, with Connecting Hardware -- Base to Foundation	20 each	\$ _____
041	16" 1-Section Aluminum Pedestrian Signal with Hand-Man LED <i>SSPEP-PAN-Y2N-Y</i>	50 each	\$ <u>205.00</u>
042	Hub Plates <i>TP 2405</i>	100 each	\$ <u>8.00</u>
043	1.5" x 10' PVC Conduit (Sch. 80)	20 each	\$ <u>No Bid</u>
044	1.5" x 10' Metal Conduit (Sch. 80)	20 each	\$ _____
045	5/8" x 10' Brass Grounding Rods	20 each	\$ _____
046	Electric Services Cable (THHN), Rolls of 500' black 600 volt - 6 AWG - copper - stranded - black - jacket for wet/dry locations	5 each	\$ <u>400.00</u> <sup>500'</sup> / reel
047	3-Conductor 14 AWG Wire Reels of IMSA 20-1 600 V (1,000' reel)	5 each	\$ <u>630.00</u> <sup>1000'</sup> / reel
048	5-Conductor 14 AWG Wire, Reels of IMSA 19-1 600 V (1,000' reel)	5 each	\$ <u>910.00</u> <sup>1000'</sup> / reel
049	Astro-Bracket Standard Assembly AB-0116-4-29-SS <i>E2BRC-195-360-BIN-NMS</i>	20 each	\$ <u>125.00</u>
050	Clary SP-1000 Battery Back-Up System	10 each	\$ <u>No Bid</u>
051	18" Subbase for "P" Meter Cabinet, with qty-2 Shelves	10 each	\$ _____

052	4" Cabinet Fan with Guard	TP #894X	50 each	\$ 24.00
053	Signal Closure kit for traffic signal as manufactured by Pelco Products, part #SE-30546-yellow	TP1049	50 each	\$ 2.75
054	Signal Hardware Kit for connecting traffic signal sections together as manufactured by Peek Traffic Systems, part #070012B (or equal).	TP1970	50 each	\$ 4.75
055	The video detection device shall consist of the following: A Machine Video Processor (MVP) shall include a TCP/IP internet protocol addressable 22x zoom color image sensor. The MVP image sensor shall be an integrated imaging color CCD array with optics, high-speed, image processing hardware and a general purpose CPU bundled into a sealed enclosure. The MVP shall provide direct real-time iris and shutter speed control. The MVP image sensor shall be equipped with an integrated auto zoom / auto focus lens that can be changed using configuration computer software		5 each	\$ No Bid
056	Burle Phillips VPK590 series 1/3" image format black and white manual zoom (5.8-50mm), manual focus high resolution environmentalized CCD 1/3" with 16-pin MS connector on back and extra long sunshield machined to mount on Pelco AB-0173 series camera brackets		5 each	\$
057	One (1) complete detection package shall consist of the following items: 4 - Machine Video Processor (MVP) color 22x zoom 4 - 80ft camera cable (5.5 twist color-coded pairs) 4 - Camera mounting brackets (AB-0173-1-29-SS) 1 - Communication interface panel w/ Ethernet adapter (ACIP4E) 1 - 1,000ft bulk roll camera branch cable (5.5 pair) 1 - Minihub II detector port master 1 - Shelf-mount enclosure with AC adapter for minihub 1 - Supplier to assist with installation, setup and 4hrs of training		5 each	\$
058	One (1) complete Video camera assembly shall consist of the following items: 4 - Econolite Autoscope Rack Vision Machine Vision Processors 4 - Econolite Autoscope Image Ais 11 Image Sensors 1 - Reel 1,000' Econolite Sensor Cable 75 Ohm Video Coaxial with 16 AWG 3/C 1 - Video Signal Surge Protection Arris Technologies IMG 2 4 - Mounting Brackets - Sky Bracket SB29-ACM-74		5 each	\$
059	NJDOT Type "K" pole complete. Consisting of a 10" x 9" tapered 6063-T6 spun aluminum pole .250" wall with M81 transformer base. Includes base-to-base foundation, base-to-pole hardware, aluminum pole cap and bolt covers. Per NJDOT dwg T-1001.		5 each	\$

060	Rework existing "P" cabinet. Empty cabinet to be picked up at the Gloucester County Maintenance yard, Clayton. The following items are to be installed in above cabinet: 1 - 16-position TS1 style backpanel with four (4) extra field terminal blocks 1 - NJDOT style power supply 1 - NJDOT loop style detector panel w/ pedestrian isolation circuits and six (6) 4-channel loop detector harnesses 1 - detector test button panel 1 - Door switch assembly 1 - Fan, Light and Thermostat assembly The controller, conflict monitor, loop detectors and other plug-ins shall not be supplied.	5 each	\$ <u>No Bid</u>
061	1-way aluminum slipfitter with bronze chase nipple	5 each	\$ <u>36.75</u>
062	<sup>POST-1-NNA-CB</sup> 7 conductor 14AWG IMSA stranded traffic signal cable on 1,000 foot reel.	5 each	\$ <u>1200.00 / 1000' reel</u>
063	10 conductor 14AWG IMSA stranded traffic signal cable on 1,000 foot reel.	5 each	\$ <u>1,750.00 / 1000' reel</u>
064	SKY-Electronics relay type SKKP-2C coil: 12 VAC, 1/6 HP, 10 amp, 120 VAC 1/3 HP 10 amp 240 VAC 10 amp 28 VDC (Used for Pedestrian Push Buttons)	10 each	\$ <u>No Bid</u>
065	25' mast arms type 25MK.	5 each	\$ _____
066	20' x 3/4" Greenfield tubing.	10 each	\$ _____
067	3/4" straight Flex connectors.	10 each	\$ _____
068	3/4" 90° Flex connectors.	10 each	\$ _____
069	2" x 12" galvanized conduit nipples.	25 each	\$ _____
070	X-XClose galvanized nipples.	25 each	\$ _____
071	Galvanized conduit couplings.	25 each	\$ _____
072	Steel Locknuts.	25 each	\$ _____
073	D/C insulated conduit bushing.	25 each	\$ _____
074	12" aluminum pedestrian signal visor (yellow). TP 3524	10 each	\$ <u>13.75</u>
075	16" aluminum pedestrian signal visor (yellow). TP 1967	10 each	\$ <u>27.50</u>
076	Outpost Batteries for Clary UPS Units: Clary 41 Ah Batteries (set of 6)	5 set	\$ <u>No Bid</u>
077	Outpost Batteries for Clary UPS Units: Clary 51 Ah Batteries (set of 6)	5 set	\$ _____

078	Outpost Batteries for Clary UPS Units: U-Bolt Kit AB-0256-SS	25 each	\$ <u>No Bid</u>
079	Outpost Batteries for Clary UPS Units: Clamp Screw Kit AB-0204-SS	25 each	\$ _____
080	Batteries for Signal Sense UPS Units: North Star Battery Model #NSB12-370 100 Ah Battery with Steel Can	25 each	\$ _____
081	M81 Transformer Base for Type "K" Traffic Signal Pole	10 each	\$ _____
082	3-Way Hollow Top Brackets, 14" Long for Traffic Signal Heads (yellow)	25 each	\$ _____
083	3-Way Bottom T-Bar Assembly, 14" Long for Traffic Signals (Yellow)	25 each	\$ _____
084	24" x 30" LED Blankout Sign "No Turn on Red" with Overhead Mounting Brackets	5 each	\$ _____
085	Pedestrian Signal 16" 1-Section Aluminum Yellow Body with Countdown-type LED Module <i>SSPED-PFN-YA-Y</i>	25 each	\$ <u>255.50 DM</u> <del>288.50</del>
086	Signal Sense SH1200UR Traffic UPS Unit	5 each	\$ <u>No Bid</u>
087	12", 3-sec optically programmable traffic signal Yellow aluminum body with visors R-A-G lens configuration equipped with LEDs and setup for overhead mount	5 each	\$ <u>No Bid</u>
088	12", 5-sec optically programmable traffic signal Yellow aluminum body with visors R-A-G-YA-GA cluster lens configuration equipped with LEDs & setup for overhead mount	5 each	\$ <u>No Bid</u>
089	2020, 4-camera machine vision processor (MVP) with software based JPEG video compression; shelf mount with 120VAC internal power supply. Provides vehicle detection, traffic data management, speed, and incident detection. Traffic data is stored in non-volatile memory and can be polled in real- time	5 each	\$ <u>No Bid</u>

**THE COUNTY INTENDS TO MAKE AN AWARD TO THE LOWEST RESPONSIVE,  
RESPONSIBLE BIDDER FOR EACH INDIVIDUAL LINE ITEM. HOWEVER, TO OFFSET  
THE ADMINISTRATIVE COSTS FOR ISSUING A CONTRACT, THE COUNTY RESERVES  
THE RIGHT TO MAKE A SPLIT AWARD ONLY WHEN THE TOTAL SAVINGS WILL  
AMOUNT TO \$250.00 OR MORE.**

LUMP SUM BID

102,936.25 DM  
\$ 103,761.25

Variations Item 7 Struthers-Dunn, Item 8 Traffic Sensor, Item 17 14"x11"x11"  
Item 49 Chapel Hill - Clamy Bolt Forged, Acet Strainers, Item 53 Chapel Hill

Do you have any exceptions to these specifications?

yes  no

*See above*

### SIGNATURE PAGE

SIGNED: *Danny Miller* COMPANY: Traffic Parts Inc

NAME: Danny Miller ADDRESS: PO Box 837  
(PRINTED OR TYPED)

TITLE: Regional Sales Manager Spring, TX 77383

DATE: 6-25-12 TELE #: 800-345-6329

FAX #: \_\_\_\_\_

Email: danny@trafficparts.com

<p>PD 012-016                  Bid Opening 6/27/2012 10:00am                  SPECIFICATIONS AND PROPOSAL FORM FOR                  THE PURCHASE OF TRAFFIC SIGNAL PARTS AND                  COMPONENTS</p>		<p><b>VENDOR:</b>                  Signal Control Products Inc                  199 Evans Way                  Branchburg, NJ 08876                  John H. Bolt, Vice President                  908 237-1133                  908 707-0333 Fax</p>	<p><b>VENDOR:</b>                  General Traffic Equipment Corp.                  259 Broadway                  Newburg, New York 12550                  Raymond Staffon - President                  845 569-9000                  845 569-1800 Fax</p>	<p><b>VENDOR:</b>                  Traffic Parts Inc.                  PO Box 837                  Spring Tx. 77383                  Danny Miller Re. Sales Manager                  800 345-6329</p>
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Prices</b>	<b>Prices</b>	
1	See attached list for parts & components	See attached	See attached	
	<b>DELIVERY ARO</b>			
	<b>Variations: (if any)</b>			
	Will you extend your prices to local government entities within the County	YES	YES	YES
	Bid specifications sent to:	!SgFt	Prime Vendor	Leotek Electronics
	Term of contract is for one (1) year with an option to extend the term for one (1) 2 year or 2 one (1) year extensions.			
	Based upon the bids received, I recommend the using department review all bids and award to the lowest responsive, responsible bidders.			
			Sincerely,	
			Robert J. McErlane	
			Assistant Purchasing Agent	

Purchase of Traffic Signal Parts and Components

Office of the County Engineer  
County of Gloucester

SUMMARY OF BIDS



PD-012-016

Item No.	Unit	Description	Estimated Quantity	Signal Control Products 199 Evans Way Branchburg, NJ 08876 Howard M. Bolt, Pres. Phone: 908-231-1133 Fax: 908-707-0333	General Traffic Equipment Corp. 259 Broadway Newburgh, NY 12550 Raymond Staffon, Pres. Phone: 845-569-9000 Fax: 845-569-1800	Traffic Parts Inc. PO Box 837 Spring Tx, 77383 Danny Miller, Sales Mgr. Phone: 1-800-345-6329
				Price	Price	Price
1	each	Traffic Signal ground mount Type "P" Controller Cabinet, unpainted sheet aluminum, with 6" sub base; Econolite 16-phase Model ASC/2S-2100 (or equal) controller with internal time base coordination module; Econolite Model 12 ELRA (or equal) 12-channel signal monitor, 16-position swing-down backpanel, 8-Vehicle, 4-Overlap, 4-Pedestrian, eight (8) solid-state load test switches for vehicle and pedestrian movements; 2 internal incandescent lamp fixtures; 5 heavy duty field terminal blocks; field terminal blocks for 20 detector cables; assistance of technician with the initial turn-on of the traffic signals.	5	\$9,345.00	No Bid	No Bid
2	each	Solid State Flasher, rated 20 AMP Model 204	20	\$28.00	\$26.00	\$35.75
3	each	Banding 5/8" wide, stainless steel, 100 ft. length box	15	\$344.00	\$55.00	\$54.75
4	each	Bronze Truss Hanger with wire entrance outlet	40	\$114.00	\$30.00	No Bid
5	case	Controller Cabinet Filter, 12"x16"x1" (12 per case)	5	\$36.00	No Bid	No Bid
6	each	Aluminum Mast Arm, NJDOT Type 20M, with 6-5/8" clamps	5	\$843.00	No Bid	No Bid
7	each	Flash Transfer Relays, Model - 1366T200	10	\$25.00	\$22.00	\$34.50
8	each	Solid State Flash Digital Flashers, square, Model SM0103	5	\$100.00	\$85.00	\$75.00
9	each	Traffic Signal Mast Arm, Type 20MK	5	\$140.00	No Bid	No Bid
10	each	12" Aluminium Tunnel Visor, Yellow, Traffic Technology Control # 7002027B	60	\$13.00	\$15.00	\$14.50
11	each	Pedestal Assembly, Type P010, TBJ base, square base	5	\$343.00	No Bid	No Bid
12	each	Transyt Model 12 ELRA Signal Monitor	20	\$655.00	No Bid	No Bid
13	each	Pole Bases Assembly, Type TB-20 for Type T pole w/connecting hardware, pole to base, and base foundation	10	\$385.00	No Bid	No Bid
14	each	Pedestrian Push Button Extension Brackets 18-24" Nipple length with 2 pole attachments	10	\$125.00	\$60.00	No Bid
15	each	Pedestrian Push Buttons	25	\$26.00	\$18.00	\$24.50
16	each	ADA Compliant Pedestrian Buttons Polara Engineering Model BDLL2-X or equivalent	25	\$95.00	No Bid	No Bid
17	each	24 Hour Flasher Controller installed in SM141111 Cabinet	25	\$395.00	No Bid	\$295.00
18	each	Meter Cabinets, Type "T" w/ Cabinet Base to Foundation Hardware "w/o" anchor bolts	10	\$495.00	No Bid	No Bid
19	each	12" Louvered Inserts (Black)	10	\$58.00	\$70.00	\$54.75
20	each	8" Louvered Inserts (Black)	5	\$48.00	\$50.00	\$47.50

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**SUMMARY OF BIDS**



PD-012-016

Item No.	Unit	Description	Estimated Quantity	Signal Control Products		General Traffic Equipment Corp.		Traffic Parts Inc.	
				Price	Price	Price	Price	Price	Price
21	each	Mast Arms 15in, 6-5/8"	5	\$860.00	No Bid	No Bid	No Bid	No Bid	
22	each	Traffic Signal Standard, Type "T" Poles, 6-5/8"	10	\$965.00	No Bid	No Bid	No Bid	No Bid	
22A	each	8" Aluminum Tunnel Visor, Yellow, Traffic Technology Control#070024B (or equal)	35	\$13.00	\$12.00	\$11.50	\$11.50	\$11.50	
23	each	1 1/2" x 12" Nipple Assembly, Complete with Elbow	80	\$34.00	\$20.00	\$29.00	\$29.00	\$29.00	
24	each	1 1/4" x 6" Nipple Assembly, Complete with Elbow	80	\$32.00	\$16.50	\$27.00	\$27.00	\$27.00	
25	each	1 1/4" x 6" Rigid Steel Nipple	25	\$7.50	\$6.00	\$12.25	\$12.25	\$12.25	
26	each	1 1/4 Service Weather Head	10	\$9.50	\$12.00	\$6.95	\$6.95	\$6.95	
27	each	2" Service Weather Head	20	\$17.00	\$25.00	\$12.25	\$12.25	\$12.25	
28	each	2" Rigid Steel Conduit, 10' length	10	\$75.00	\$10.00	No Bid	No Bid	No Bid	
29	box	1 1/4" Rigid Steel Conduit, 10' length	10	\$65.00	\$39.00	No Bid	No Bid	No Bid	
30	each	Buckles for banding, 5/8" - wide Stainless Steel 100 buckles per Box	5	\$38.00	\$33.00	\$42.50	\$42.50	\$42.50	
31	each	2-way Hollow Top Brackets, 14" long for Traffic Signal Heads	40	\$74.00	\$45.00	No Bid	No Bid	No Bid	
32	each	2-Way Bottom T-Bar Assembly, 14" long for Traffic Signal Heads	40	\$20.00	\$20.00	No Bid	No Bid	No Bid	
33	each	Cool-Band-it Tool, UIC/3001	5	\$33.00	No Bid	\$105.00	\$105.00	\$105.00	
34	each	12" 3-section aluminum Traffic Signal with Red, Yellow & Green LED's	75	\$310.00	\$265.00	\$270.00	\$270.00	\$270.00	
35	each	8" 3 Section Aluminum Traffic Signal with Red, Yellow & Green LED's	75	\$215.00	\$210.00	\$243.00	\$243.00	\$243.00	
36	each	Econolite Controller Assembly Model ASC-25-2100	25	\$1,230.00	No Bid	No Bid	No Bid	No Bid	
37	each	8' Pedestal Pole with TBJ-6 Base with connecting hardware - Base to Foundation	10	\$355.00	No Bid	No Bid	No Bid	No Bid	
38	each	12' Pedestal Pole with TBJ-6 Base with connecting hardware - Base to Foundation	40	\$395.00	No Bid	No Bid	No Bid	No Bid	
39	each	14' Pedestal Pole with TBJ-6 Base with connecting hardware - Base to Foundation	20	\$175.00	No Bid	No Bid	No Bid	No Bid	
40	each	16' Pedestal Pole with TBJ-6 Base with connecting hardware - Base to Foundation	20	\$460.00	No Bid	No Bid	No Bid	No Bid	
41	each	16" 1-Section Aluminum Pedestrian Signal with Hand-Man LED	50	\$189.00	\$175.00	\$205.00	\$205.00	\$205.00	
42	each	Hub Plates	100	\$12.00	\$7.00	\$8.00	\$8.00	\$8.00	
43	each	1.5" x 10' PVC Conduit (Sch.80)	20	\$16.00	No Bid	No Bid	No Bid	No Bid	
44	each	1.5" x 10' Metal Conduit (Sch.80)	20	\$65.00	No Bid	No Bid	No Bid	No Bid	
45	each	5/8" x 10' Brass Grounding Rods	20	\$50.00	No Bid	No Bid	No Bid	No Bid	
46	each	Electric Services Cable (THHN), Rolls of 500' black 600 Volt - 6AWG - copper-stranded-black-jacket for wet/dry locations	5	\$295.00	No Bid	\$400.00	\$400.00	\$400.00	
47	each	3- Conductor 14 AWG Wire Reels of IMISA 19-1 600 V (1,000' reel)	5	\$550.00	No Bid	\$630.00	\$630.00	\$630.00	

**SUMMARY OF BIDS**



**PD-012-016**

Item #	Unit	Description	Quantity	Signal Control Products 199 Evans Way Branchburg, NJ 08876 Howard M. Bolt, Pres. Phone: 908-231-1133 Fax: 908-707-0333	General Traffic Equipment Corp. 259 Broadway Newburgh, NY 12550 Raymond Staffon, Pres. Phone: 845-569-9000 Fax: 845-569-1800	Traffic Parts Inc. PO Box 837 Spring Tx, 77383 Danny Miller Sales Mgr. Phone: 1-800-345-6329
			Estimated	Price	Price	Price
48	each	5-Conductor 14 AWG Wire, Reels of IMSA 19-1 600 V (1,000' reel)	5	\$825.00	No Bid	\$910.00
49	each	Astro-Bracket Standard Assembly AB-0116-4-29-SS	20	\$150.00	\$85.00	\$125.00
50	each	Clary SP-1000 Battery Back-Up System	10	\$7,950.00	No Bid	No Bid
51	each	18" Subbase for "P" Meter Cabinet, with qty-2 Shelves	10	\$575.00	No Bid	No Bid
52	each	4" Cabinet Fan with Guard	50	\$21.00	No Bid	\$27.00
53	each	Signal Closure Kit for traffic signal as manufactured by PELCO Products, Part # SE-30546-yellow	50	\$975	\$4.00	\$75
54	each	Signal Hardware Kit for connecting Traffic Signal sections together as manufactured by Peck Traffic Systems, Part # 070012B ( or equal)	50	\$3.50	\$3.00	\$4.75
55	each	The video detection device shall consist of the following: a Machine Video Processor (MVP) shall include a TCP/IP internet protocol addressable 22x zoom color image sensor. The MVP image sensor shall be an integrated imaging color CCD array with optics, high-speed, image processing hardware and a general purpose CPU bundled into a sealed enclosure. The MVP shall provide direct real-time iris and shutter speed control. The MVP image sensor shall be equipped with an integrated auto zoom/auto focus lens that can be changed using configuration computer software	5	\$3,900.00	No Bid	No Bid
56	each	Burle Phillips VPK590 Series 1/3" image format black and white manual zoom (5.8-50mm), manual focus high resolution environmentalized CCD 1/3" with 16-pin MS connector on back and extra long sunshield machined to mount on Pelco AB-0173	5	\$1,250.00	No Bid	No Bid
57	each	One (1) complete detection package shall consist of the following items: 4- Machine Video Processor (MVP) color 22x zoom color image sensor. 4-80ft cameral cable (5.5) twist color coded pairs). 4-Camera mounting brackets (AB-0173-1-29-SS). 1- Communication interface panel w/ Ethernet adaptor (ACIP4E) 1- 1,000 ft. bulk roll camera branch cable (5.5 pair) 1- Minihub II detector port master, 1- Shelf-mount enclosure with AC adapter for Minihub 1- Supplier to assist with installation, setup and 4 hrs. of training.	5	\$3,800.00	No Bid	No Bid
58	each	One (1) complete video camera assembly shall consist of the following items: 4- Econolite Autoscope rack Vision Machine Processors, 4- Econolite Autoscope Image Ais 11 Image Sensors, 1- Reel 1,000' Econolite Sensor Cable 75 Ohm Video Coaxial with 16 AWG 3/C, 4-Mounting Vrackets - Sky Bracket SB29-ACM-74	5	\$18,200.00	No Bid	No Bid

**SUMMARY OF BIDS**



**PD-012-016**

Item No.	Unit	Description	Estimated Quantity	Signal Control Products 199 Evans Way Branchburg, NJ 08876 Howard M. Bolt, Pres. Phone: 908-231-1133 Fax: 908-707-0333	General Traffic Equipment Corp. 259 Broadway Newburgh, NY 12550 Raymond Stratton, Pres. Phone: 845-569-9000 Fax: 845-569-1800	Traffic Parts Inc. PO Box 837 Spring Tx, 77383 Danny Miller Sales Mgr. Phone: 1-800-345-6329
				Price	Price	Price
59	each	NJDOT Type "K" pole complete. Consisting of a 10"x9" tapered 6063 T6 spun aluminum pole .250" wall with M81 transformer base. Includes base to-base foundation, base-to-pole hardware, aluminum pole cap and bolt covers. Per NJDOT dwg T-1001	5	\$1,750.00	No Bid	No Bid
60	each	Rework existing "P" cabinet. Empty cabinet to be picked up at the Gloucester County Maintenance yard, Clayton. The following items are to be installed in above cabinet: 1 - 16-position TSI style backpanel with four(4) extra field terminal blocks, 1 - NJDOT style power supply, 1 - NJDOT loop style detector panel w/pedestrian isolation circuits and six (6) 4-channel loop detector harnesses, 1 - detector test button panel, 1 - Door switch assembly, 1 - Fan, Light and Thermostat assembly. The controller, conflict monitor, loop detectors and other plug-ins shall not be supplied.	5	\$3,800.00	No Bid	No Bid
61	each	1-way aluminum slipfitter with bronze chase nipple	5	\$52.00	\$35.00	\$36.75
62	each	7 conductor 14AWG IMSA, stranded traffic signal cable on 1,000 foot reel	5	\$1,750.00	No Bid	\$1,200.00
63	each	10 conductor 14AWG IMSA, stranded traffic signal cable on 1,000 foot reel	5	\$1,650.00	No Bid	\$1,750.00
64	each	SKY-Electronics relay type SKKP-2C Coit: 12 VAC, 1/6 HP, 10 amp, 120 VAC 1/3 HP 10 amp, 240 VAC amp 28 VDC (used for Pedestrian Push Buttons)	10	\$120.00	No Bid	No Bid
65	each	25' mast arms type 25MK	5	\$375.00	No Bid	No Bid
66	each	20' x 3/4" Greenfield tubing	10	\$300.00	No Bid	No Bid
67	each	3/4" straight Flex connectors	10	\$5.00	No Bid	No Bid
68	each	3/4" 90° Flex connectors	10	\$5.00	No Bid	No Bid
69	each	2" x 12: galvanized conduit nipples	25	\$8.00	No Bid	No Bid
70	each	X-X-close galvanized nipples	25	\$7.00	No Bid	No Bid
71	each	Galvanized conduit couplings	25	\$6.00	No Bid	No Bid
72	each	Steel Locknuts	25	\$3.00	No Bid	No Bid
73	each	D/C insulated conduit bushing	25	\$38.00	No Bid	No Bid
74	each	12" aluminum, pedestrian signal visor (yellow)	10	\$15.00	\$26.00	\$13.75
75	each	16" aluminum, pedestrian signal visor (yellow)	10	\$45.00	\$39.00	\$27.50
76	each	Outpost Batteries for Clary UPS Units: Clary 41 Ah Batteries (set of 6)	5	\$1,100.00	No Bid	No Bid
77	each	Outpost Batteries for Clary UPS Units: Clary 51 Ah Batteries (set of 6)	5	\$1,100.00	No Bid	No Bid

**SUMMARY OF BIDS**



PD-012-016

Item No.	Unit	Description	Estimated Quantity	Signal Control Products 199 Evans Way Branchburg, NJ 08876 Howard M. Bolt, Pres. Phone: 908-231-1133 Fax: 908-707-0333	General Traffic Equipment Corp. 259 Broadway Newburgh, NY 12550 Raymond Staffon, Pres. Phone: 845-569-9000 Fax: 845-569-1800	Traffic Parts Inc. PO Box 837 Spring Tx, 77383 Danny Miller Sales Mgr. Phone: 1-800-345-6329
				Price	Price	Price
78	each	Outpost Batteries for Clary UPS Units: U-Bolt Kit AB-0256-SS	25	\$3,000	No Bid	No Bid
79	each	Outpost Batteries for Clary UPS Units: Clamp Screw Kit AB-0204-SS	25	\$2,000	No Bid	No Bid
80	each	Batteries for Signal Sense UPS Units: North Star Battery Model #NSB12-370 100 ah Battery with Steel Can	25	No Bid	No Bid	No Bid
81	each	M81 Transformer Base fo Type "K" Traffic Signal Pole	10	\$67,000	No Bid	No Bid
82	each	3-Way Hollow Top Brackets, 14" Long for Traffic Signal Heads (Yellow)	25	\$115.00	\$65.00	No Bid
83	each	3-Way Bottom T-Bar Assembly, 14" Long for Traffic Signals (Yellow)	25	\$3,500	\$3,500	No Bid
84	each	24"x30" LED Blankout Sign "No Turn on Red" with Overhead Mounting Brackets	5	\$6,200.00	No Bid	No Bid
85	each	Pedestrian Signal 16" 1-Section Aluminum Yellow Body with Countdown-type LED Module	25	\$9,550	\$260.00	\$255.50
86	each	Signal Sense SH1200 UR Traffic UPS Unit	5	No Bid	No Bid	No Bid
87	each	12", 3-sec optically programmable traffic signal Yellow Aluminum Body with visors R-A-G lens configuration equipped with LEDs and setup for overhead mount	5	\$2,550.00	No Bid	No Bid
88	each	12", 5 sec optically programmable traffic signal Yellow Aluminum body with visors R-A-G-YA-GA cluster Lens configuration equipped with LEDs & setup for overhead Mount	5	\$4,350.00	No Bid	No Bid
89	each	2020, 4-camera machine vision processor (MVP) with software based JPEG video compression; shelf mount with 120 VAC internal power supply. Provides vehicle detection, traffic data management, speed, and incident detection. Traffic data is stored in non-volatile memory and can be polled in real-time	5	\$9,800.00	No Bid	No Bid
				<b>\$631,987.50</b>	<b>\$62,195.00</b>	<b>\$11,928.25</b>

total of low bid items x estimated quantities

True copy of Summary of Bids received

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

Recommend award to Signal Control Products for items: 1,3,5,6,9-13,16,18,21,22,32,33,36-40,43-48,50-53,55-60,62-73,76-79,81,83-85,87-89  
 Recommend award to General Traffic Equipment Corp. for items: 2,4,7,14,15,23-25,28-32,34,35,41,42,49,54,61,75,82,83  
 Recommend award to Traffic Parts Inc. for items: 8,17,19, 20,22A,26,27,52,53,74

B8

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH SICKLES & ASSOCIATES, INC. IN AN AMOUNT OF \$94,635.00, AS PER RFP-012-038, FOR ENGINEERING PROJECT #08-13SA**

**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 road improvement project known as "Construction of a Roundabout at Kings Highway/Woodstown Road (CR605) and Ferry Road/Salem Avenue (CR620) in the Borough of Swedesboro", Engineering Project #08-13SA (hereinafter the "Project"); and

**WHEREAS**, the County requested proposals for such professional services, via RFP-12-038, 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**, based upon the evaluation of the proposals that were submitted in accordance with the established criteria, it was concluded that Sickles & Associates, Inc. (hereinafter "Sickles"), with an office address of Sherwood Mews, 833 Kings Highway, Woodbury, NJ 08096-3110, made the most advantageous proposal to provide said services to the County for a total contract amount of \$94,635.00; and

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

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$94,635.00, pursuant to C.A.F. #12-06823, which amount shall be charged against budget line items C-04-07-013-165-13220 (\$32,852.00) and C-04-09-013-165-13210 (\$61,783.00), for a total amount of \$94,635.00.

**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 Sickles for Construction Management and Inspection Services for the Project, as set forth in RFP-012-038, and subject to all conditions and requirements of the specifications for the Project, for a maximum contract amount of NINETY FOUR THOUSAND SIX HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS (\$94,635.00), per the prices submitted in Sickles' proposal dated June 20, 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 this Resolution and contract are on file and available for public inspection in the Office of the Purchasing Agent for 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, August 8, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
SICKELS & ASSOCIATES, INC.**

**THIS CONTRACT** is made effective this **08<sup>th</sup>** day of **August 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 **Sickels & Associates, Inc.**, with offices at Sherwood Mews, 833 Kings Highway, Woodbury, NJ 08096-3110, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for Professional Engineering Services for Construction Management and Inspection Services required for the County's construction of the project known as "Construction of a Roundabout at Kings Highway/Woodstown Road (CR605) and Ferry Road/Salem Avenue (CR620) in the Borough of Swedesboro, Gloucester County", Engineering Project #08-135A (hereinafter the "Project"); and

**WHEREAS**, the County issued RFP-012-038 for the said construction management and inspection services, to which the Contractor responded; and

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

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

**TERMS OF AGREEMENT**

**1. COMMENCEMENT OF SERVICES.** This Contract shall be effective for the length of time necessary for the actual completion of the Project.

**2. COMPENSATION.** Contractor shall be compensated in an amount not to exceed **\$94,635.00** for Construction Managements and Inspection Services, **per RFP-012-038**, required by the County for the construction of the Project, as per the specifications identified as **Engineering Project #08-13SA**.

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 County's RFP 012-038 (hereinafter the "RFP") and the Contractor's Proposal, "Response to RFP #12-038 Construction Inspection Services Construction of Roundabout at Kings Highway/Woodstown Road (CR605) and Ferry Road/Salem Avenue (CR620) Borough of Swedesboro" dated July 06, 2012 for the Project (hereinafter the "Proposal") both of which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the proposal documents, the proposal documents shall prevail.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the RFP and the Proposal, and 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 RFP, 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 RFP, and the Contractor's Proposal, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the RFP, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the RFP and the Contractor's Proposal, then this Contract and the RFP shall prevail.

**THIS CONTRACT is effective as of this 08<sup>th</sup> day of August 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**

**SICKELS & ASSOCIATES, INC.**

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

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

# SICKELS & ASSOCIATES, INC.

Engineers • Planners • Surveyors

July 27, 2012

County of Gloucester  
1200 N. Delsea Drive  
Clayton, New Jersey 08312

Attention: Vince Voltaggio, PE, CME  
County Engineer

**RE: PROPOSAL FOR CONSTRUCTION INSPECTION SERVICES  
OF A ROUNDABOUT AT KINGS HIGHWAY/WOODSTOWN ROAD  
(CR605) AND FERRY ROAD/SALEM AVENUE (CR620)  
SWEDSBORO, NEW JERSEY  
GLOUCESTER COUNTY RFP 12-038  
S&A PROPOSAL NO. 2012-73**

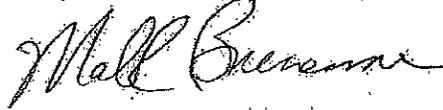
Dear Mr. Voltaggio:

Sickels & Associates, Inc. would like to thank you for the opportunity to speak to you today about the scope of work for the above referenced project. Based upon same, we are able to adjust our anticipated costs and revise the amount of our proposal to \$94,635.00.

Please advise us, at your convenience, if you need any additional information from us.

Very truly yours,

SICKELS & ASSOCIATES, INC.



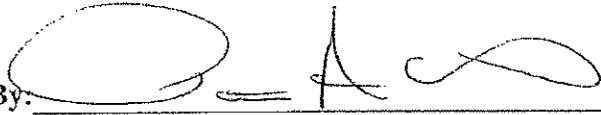
Mark Brunermer, PE, CME  
President

MRB:mrB

Sherwood Mews • 833 Kings Highway  
Woodbury, New Jersey 08096-3110  
(856) 848-6800 FAX (856) 848-8520  
www.sickelsassoc.com

RESPONSE TO RFP #12-038  
CONSTRUCTION INSPECTION SERVICES  
CONSTRUCTION OF ROUNDABOUT AT  
KINGS HIGHWAY/WOODSTOWN ROAD (CR605)  
AND FERRY ROAD/SALEM AVENUE (CR620)  
BOROUGH OF SWEDESBORO

Prepared By:



---

Patricia A. Owens, Secretary/Treasurer

833 Kings Highway, Woodbury, NJ 08096-3110  
Phone 856-848-6800  
Fax 856-848-8520  
[www.sickelsassoc.com](http://www.sickelsassoc.com)

**PROPOSAL FOR CONSTRUCTION INSPECTION SERVICES**  
**CONSTRUCTION OF A ROUNDABOUT**  
**KINGS HIGHWAY/WOODSTOWN ROAD (CR605)**  
**AND FERRY ROAD/SALEM AVENUE (CR620)**  
**BOROUGH OF SWEDESBORO, GLOUCESTER COUNTY, NEW JERSEY**  
**GLOUCESTER COUNTY REF 12-038**  
**S&A PROPOSAL NO. 2012-73**

ITEM	DESCRIPTION	HOURS	HOURLY RATE	TOTAL COST
<b>PHASE I - PRE CONSTRUCTION CONTRACT ADMINISTRATION &amp; COORDINATION</b>				
		4	\$ 139.25	\$ 557.00
1	MEETING ATTENDANCE	50	\$ 85.70	\$ 4,285.00
2	SUBMITTAL REVIEWS	8	\$ 139.25	\$ 1,114.00
3	MISCELLANEOUS ENGINEER (SCHEDULING, MINUTES, DOT SUBMITTALS, ETC.)	16	\$ 139.25	\$ 2,228.00
4	UTILITY COORDINATION			
<b>TOTAL (PHASE I - PRE CONSTRUCTION CONTRACT ADMINISTRATION &amp; COORDINATION)</b>				<b>\$ 8,184.00</b>
<b>PHASE II - CONTRACT ADMINISTRATION/CONSTRUCTION OBSERVATION</b>				
		50	\$ 87.70	\$ 4,385.00
1	CONSTRUCTION MANAGEMENT	800	\$ 74.50	\$ 59,600.00
2	CONSTRUCTION OBSERVATION	60	\$ 74.50	\$ 4,470.00
3	UTILITY RELOCATION / COORDINATION	16	\$ 74.50	\$ 1,192.00
4	BI WEEKLY MEETING ATTENDANCE, MINUTES, ETC.	26	\$ 85.70	\$ 2,228.20
5	PAYMENT REQUESTS, CHANGE ORDERS, ETC.	28	\$ 139.25	\$ 3,899.00
6	MISCELLANEOUS ENGINEER (COORDINATION)	25	\$ 85.70	\$ 2,142.50
7	STATE AID CHECKLIST			\$ 77,916.70
<b>TOTAL (PHASE II - CONTRACT ADMINISTRATION/CONSTRUCTION OBSERVATION)</b>				<b>\$ 77,916.70</b>
<b>PHASE III - AS-BUILT SURVEY AND DRAWINGS</b>				
		40	\$ 137.75	\$ 5,510.00
1	FIELD SURVEY - OBTAIN AS-BUILT INFORMATION & VERIFICATION	40	\$ 74.50	\$ 2,980.00
2	PREPARE PLAN, DOWNLOAD DATA, REVISIONS	8	\$ 108.65	\$ 869.20
3	REVIEW, SIGN AND ISSUE PLAN			\$ 9,359.20
<b>TOTAL PHASE III - AS-BUILT SURVEY AND PLAN</b>				<b>\$ 9,359.20</b>
<b>PHASE IV - POST CONSTRUCTION CONTRACT ADMINISTRATION / PROJECT CLOSEOUT</b>				
		25	\$ 85.70	\$ 2,142.50
1	PREPARATION OF CLOSEOUT DOCUMENTS (FINAL PAYMENT, FINAL CHANGE ORDER, FEDERALLY FUNDED CHECKLISTS, ETC)	16	\$ 139.25	\$ 2,228.00
2	MISCELLANEOUS ENGINEER (COORDINATION)			\$ 4,370.50
<b>TOTAL PHASE IV - POST CONSTRUCTION CONTRACT ADMINISTRATION / PROJECT CLOSE</b>				<b>\$ 99,850.40</b>
<b>TOTAL CONSULTING FEE</b>				<b>\$ 99,850.40</b>

PATRICIA A. OWENS  
 SECRETARY - TREASURER

# ASSOCIATES, INC.

ANNUAL FEE SCHEDULE  
Effective January 2012

JOB CLASSIFICATION

HOURLY FEE SCHEDULE

Professional Engineer, CEO & President	\$139.25
Professional Engineer, Director	\$122.40
Professional Engineer, Manager	\$115.25
Project Engineer	\$ 98.20
Project Manager	\$ 86.20
Design Engineer	\$ 76.00
Design Technician	\$ 74.50
CADD Drafting Technician	\$ 72.50
Drafting Technician	\$ 59.15
Junior Drafting Technician	\$ 43.90
Professional Land Surveyor, Chief Surveyor	\$108.65
Professional Land Surveyor, Assistant Surveyor	\$ 80.10
Survey Technician/Calculator	\$ 74.50
Survey Manager	\$ 76.50
Survey Party Chief	\$ 75.00
Survey Field Crew (3 Persons)	\$150.00
Survey Field Crew (2 Persons)	\$137.75
GPS Crew - (2 Persons)	\$161.15
Construction Director	\$ 87.70
Construction Manager	\$ 85.70
Senior Construction Technician	\$ 74.50
Construction Technician	\$ 71.40
Technical Writer/Word Processing Technician	\$ 49.00

In the event a Professional Engineer or Land Surveyor is needed for depositions and/or court appearances, such time shall be invoiced at an hourly rate of \$190.00.

In the event outside consultants are to be contracted by Sickels & Associates, Inc. at the request of the client, then this firm shall administer, coordinate and be compensated for such performance at an hourly rate relative to the individual.

REIMBURSABLE EXPENSES

Print Costs:	Prints	\$0.45/S.F.
	Mylar & Cloth Prints	\$4.00/S.F.
	Color Plotting	\$1.75/S.F.
	Photo Copies	\$0.20/Each
	Color Photo Copies	\$0.75/Each
Travel Expenses:	Mileage:	\$0.35/Mile
	Tolls & Parking Fees	Direct Cost.

All expenses incurred related to the execution of the project such as regular, certified & express mail, certified property owners list, assessment maps, enlargement and/or reduction, photography, aerial maps and sampling, testing and laboratory fees shall be borne by CLIENT and invoiced according. A surcharge of twenty percent (20%) shall be added to all such invoices.

Sherwood Mews • 833 Kings Highway  
Woodbury, New Jersey 08096-3110  
(856) 848-6800 FAX (856) 848-8520  
www.sickelsassoc.com

**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-012-0-38 - King's Highway Roundabout – Sickels & Associates**

<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> Personnel involved in this project have excellent experience in the design, construction management and inspection of this type of roundabout intersection.</p> <p style="text-align: center;"><u>25</u> points.</p>	<p style="text-align: center;"><b>25</b></p>
<p><b>C. <u>Relevance and Extent of Similar Engagements performed</u></b> Sickels has successfully performed the design, construction management and inspection on the construction of a roundabout that is very similar to this project.</p> <p style="text-align: center;"><u>25</u> points.</p>	<p style="text-align: center;"><b>25</b></p>
<p><b>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> <u>25</u> points. Sickels has provided a very detailed plan for completing the project and have demonstrated a very good understanding of the project. They are very familiar with county procedures and standards as well as with NJDOT requirements.</p>	<p style="text-align: center;"><b>25</b></p>
<p><b>E. Reasonableness of Cost Proposal</b> <u>20</u> points. The cost provided was reasonable and provided for appropriate time to complete the project</p>	<p style="text-align: center;"><b>18</b></p>
<p><b>TOTALS</b></p>	<p style="text-align: center;"><b>98</b></p>

B8

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

REVISED

Certificate of Availability of Funds

TREASURER'S NO. 12-06823  
C-04-07-013-165-13220  
C-04-09-013-165-13210

DATE July 09, 2012  
(\$32,852.00)  
(\$61,783.00)

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

AMOUNT OF CERTIFICATION \$94,635.00 COUNTY COUNSEL August E. Knestaut, Esq.

DESCRIPTION: Professional Services Contract for Construction Management & Inspection Services per RFP-012-038 for the project "Construction of a Roundabout at Kings Highway/Woodstown Road (CR605) and Ferry Road/Salem Avenue (CR620) in the Borough of Swedesboro." Engineering Project #08-13SA

VENDOR: Sickles & Associates, Inc.  
ADDRESS: Sherwood Mews  
833 Kings Highway  
Woodbury, NJ 08096-3110

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

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

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

Meeting Date: August 08, 2012

B9

**RESOLUTION AUTHORIZING A CONTRACT WITH R.E. PIERSON  
CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$779,889.00 FOR THE  
CONSTRUCTION OF ENGINEERING PROJECT #08-13SA**

**WHEREAS**, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the roadway improvement project known as the "Construction of a Roundabout at Kings Highway/Woodstown Road (CR605) and Ferry Road/Salem Avenue (CR620) in the Borough of Swedesboro", Engineering Project #08-13SA (hereinafter the "Project"); and

**WHEREAS**, bids were publicly received and opened for the Project by the County on July 12, 2012; and

**WHEREAS**, after following proper public bidding procedure, it was determined that R.E. Pierson Construction Company, Inc. (hereinafter "Pierson"), with an office address of P.O. Box 430, Woodstown, NJ 08098, 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 \$779,889.00; and

**WHEREAS**, the County's Purchasing and Engineering Departments have recommend the award of a contract to Pierson for the Project; 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**, the Purchasing Agent for the County has certified the availability of funds for a contract with Pierson in the amount of \$779,889.00, pursuant to C.A.F. #12-06822, which amount shall be charged against budget line items C-04-11-013-165-13210 (\$340,000.00), and C-04-12-013-165-13228 (\$439,889.00), for a total amount of \$779,889.00.

**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 a contract with Pierson for construction of the Project in the amount of SEVEN HUNDRED SEVENTY-NINE THOUSAND EIGHT HUNDRED EIGHTY-NINE DOLLARS AND ZERO CENTS (\$779,889.00), per the prices submitted in its bid, and contingent upon approval by the NJ Department of Transportation.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 08, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
R.E. PIERSON CONSTRUCTION COMPANY, INC.**

**THIS CONTRACT** is made effective this **08<sup>th</sup>** day of **August 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 **R.E. Pierson Construction Company, Inc.**, a New Jersey Corporation, with offices at PO Box 430, Woodstown, NJ 08098-0430, 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 road improvement project known as "Construction of a Roundabout at Kings Highway/Woodstown Road (CR605) and Ferry Road/Salem Avenue (CR620) in the Borough of Swedesboro", Engineering Project #08-13SA (hereinafter the "Project"); and

**WHEREAS**, Contractor represents that it is qualified to perform said services by providing all labor and materials necessary for the Project, and desires to so perform pursuant to the terms and provisions of this Contract.

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

**TERMS OF AGREEMENT**

**1. COMMENCEMENT OF SERVICES.** Contractor shall commence services for the Project upon the County issuing a written Notice to Proceed to the Contractor; and the Contractor shall complete all work required for Substantial Completion of the Project within one hundred and thirty (130) days after the Notice to Proceed has been issued.

**2. COMPENSATION.** Contractor shall be compensated in the amount of **\$779,889.00** for all labor and materials required to construct the **Project**, as per the Specifications issued by the County identified as **08-13SA** (hereinafter the "Specifications"), which are incorporated herein by reference.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications, which are incorporated herein in their entirety, and made a part hereof by reference. The Contractor shall construct the Project in accordance with the Specifications.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the 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, the Specifications, and the Contractor's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the Contractor's bid package, then this Contract and the Specifications shall prevail.

**THIS CONTRACT** is effective as of this **08<sup>th</sup>** day of **August, 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**

**R.E. PIERSON CONSTRUCTION CO., INC.**

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

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

B9

Office of the County Engineer  
County of Gloucester

Construction of a Roundabout at Kings Highway/Woodstown Road (CR603) and Ferry Road/Salem Avenue (CR620)  
in the Borough of Swedesboro, County of Gloucester  
Engineering Project #08-13SA

Bid Date: Thursday, July 12, 2012

Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 08-13SA

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 4		bidder 2 of 4		bidder 3 of 4		bidder 4 of 4	
				Unit Price	Amount						
1	Progress Schedule	1	L.S.	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
2	Mobilization	1	L.S.	\$50,000.00	\$50,000.00	\$10,000.00	\$10,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
3	Construction Layout	1	L.S.	\$25,000.00	\$25,000.00	\$14,000.00	\$14,000.00	\$2,000.00	\$2,000.00	\$15,000.00	\$15,000.00
4	Super Silt Fence, Orange	3,000	L.F.	\$0.01	\$30.00	\$5.00	\$15,000.00	\$5.25	\$15,750.00	\$5.00	\$15,000.00
5	Inlet Filter Type 2	17	UNIT	\$100.00	\$1,700.00	\$100.00	\$1,700.00	\$175.00	\$2,975.00	\$140.00	\$2,380.00
6	Breakaway Barricade	15	UNIT	\$0.01	\$0.15	\$120.00	\$1,800.00	\$0.01	\$0.15	\$110.00	\$1,650.00
7	Drum	34	UNIT	\$0.01	\$0.34	\$50.00	\$1,700.00	\$0.01	\$0.34	\$70.00	\$2,380.00
8	Traffic Cone	25	UNIT	\$0.01	\$0.25	\$10.00	\$250.00	\$0.01	\$0.25	\$15.00	\$375.00
9	Construction Signs	1,260	S.F.	\$10.00	\$12,600.00	\$8.00	\$10,080.00	\$0.01	\$12.60	\$10.00	\$12,600.00
10	Construction Identification Sign, 4' x 8'	2	UNIT	\$1,000.00	\$2,000.00	\$1,300.00	\$2,600.00	\$100.00	\$200.00	\$900.00	\$1,800.00
11	Temporary Traffic Stripes, 4"	5,500	L.F.	\$0.15	\$825.00	\$0.15	\$825.00	\$0.15	\$825.00	\$0.20	\$1,100.00
12	Hot Mix Asphalt 9.5 H 64 Levelling Course	25	TON	\$100.00	\$2,500.00	\$75.00	\$1,875.00	\$100.00	\$2,500.00	\$130.00	\$3,250.00
13	Traffic Director, Flagger	40	HOURL	\$0.01	\$0.40	\$65.00	\$2,600.00	\$85.00	\$3,400.00	\$80.00	\$3,200.00
14	Final Cleanup	1	L.S.	\$2,500.00	\$2,500.00	\$100.00	\$100.00	\$100.00	\$100.00	\$3,000.00	\$3,000.00
15	Variable Message Sign	3	UNIT	\$500.00	\$1,500.00	\$1,600.00	\$4,800.00	\$9,000.00	\$27,000.00	\$7,500.00	\$22,500.00
16	Clearing Site	1	L.S.	\$62,437.05	\$62,437.05	\$40,000.00	\$40,000.00	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00
17	Geotextile, Roadway Stabilization	200	S.Y.	\$5.00	\$1,000.00	\$3.00	\$600.00	\$5.00	\$1,000.00	\$2.00	\$400.00
18	Dense-Graded Aggregate Base Course, Variable Depth	1,100	C.Y.	\$35.00	\$38,500.00	\$35.00	\$38,500.00	\$45.00	\$49,500.00	\$45.00	\$49,500.00
19	Excavation, Test Pit	6	C.Y.	\$100.00	\$600.00	\$100.00	\$600.00	\$350.00	\$2,100.00	\$200.00	\$1,200.00
20	Excavation, Unclassified	1,700	C.Y.	\$25.00	\$42,500.00	\$9.00	\$15,300.00	\$28.00	\$47,600.00	\$25.00	\$42,500.00
21	L-14 Soil Aggregate	458	C.Y.	\$4.58	\$2,100.00	\$40.00	\$18,320.00	\$28.00	\$12,824.00	\$25.00	\$11,450.00
22	Police Traffic Directors	40	HOURL	\$60.00	\$2,400.00	\$60.00	\$2,400.00	\$60.00	\$2,400.00	\$60.00	\$2,400.00
23	Dense-Graded Aggregate Base Course, 6" Thick	5,000	S.Y.	\$6.50	\$32,500.00	\$7.00	\$35,000.00	\$8.00	\$40,000.00	\$8.00	\$40,000.00
24	Hot Mix Asphalt Driveway, 4" Thick	300	S.Y.	\$27.00	\$8,100.00	\$28.00	\$8,400.00	\$30.00	\$9,000.00	\$25.00	\$7,500.00
25	HMA Milling, 3" Or Less	1,500	S.Y.	\$2.50	\$3,750.00	\$5.00	\$7,500.00	\$5.00	\$7,500.00	\$6.00	\$9,000.00

SUMMARY OF BIDS



SPECIFICATION NO. 08-13SA

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 4		bidder 2 of 4		bidder 3 of 4		bidder 4 of 4	
				Unit Price	Amount						
26	Tack Coat	293	GAL	\$2.00	\$586.00	\$1.00	\$293.00	\$0.01	\$2.93	\$4.00	\$1,172.00
27	Prime Coat	1,010	GAL	\$0.01	\$10.10	\$1.00	\$1,010.00	\$0.01	\$10.10	\$1.00	\$1,010.00
28	Hot Mix Asphalt 12.5 H 76 Surface Course, 2" Thick	700	TON	\$80.00	\$56,000.00	\$80.00	\$56,000.00	\$85.00	\$59,500.00	\$100.00	\$70,000.00
29	Hot Mix Asphalt 25 H 64 Base Course, 4" Thick	950	TON	\$75.00	\$71,250.00	\$82.00	\$77,900.00	\$80.00	\$76,000.00	\$90.00	\$85,500.00
30	Sawing & Sealing Joints in Hot Mix Asphalt Overlay	550	L.F.	\$3.50	\$1,925.00	\$5.00	\$2,750.00	\$10.00	\$5,500.00	\$10.00	\$5,500.00
31	18" Reinforced Concrete Pipe	566	L.F.	\$55.00	\$31,130.00	\$50.00	\$28,300.00	\$55.00	\$31,130.00	\$50.00	\$28,300.00
32	24" Reinforced Concrete Pipe	450	L.F.	\$50.00	\$22,500.00	\$55.00	\$24,750.00	\$72.00	\$32,400.00	\$80.00	\$36,000.00
33	18" Reinforced Concrete Pipe, Class IV	400	L.F.	\$38.00	\$15,200.00	\$50.00	\$20,000.00	\$55.00	\$22,000.00	\$60.00	\$24,000.00
34	14" x 23" Reinforced Concrete Pipe, Class HE-IV	30	L.F.	\$120.00	\$3,600.00	\$80.00	\$2,400.00	\$100.00	\$3,000.00	\$60.00	\$1,800.00
35	24" HDPE Perforated Pipe	150	L.F.	\$65.00	\$9,750.00	\$70.00	\$10,500.00	\$95.00	\$14,250.00	\$70.00	\$10,500.00
36	Inlet, Type B	14	UNIT	\$2,000.00	\$28,000.00	\$2,900.00	\$40,600.00	\$100.00	\$1,400.00	\$3,400.00	\$47,600.00
37	Inlet, Type C	2	UNIT	\$2,000.00	\$4,000.00	\$2,700.00	\$5,400.00	\$100.00	\$200.00	\$3,400.00	\$6,800.00
38	Inlet, Type B-2	2	UNIT	\$5,000.00	\$10,000.00	\$3,000.00	\$6,000.00	\$3,000.00	\$6,000.00	\$4,500.00	\$9,000.00
39	Inlet, Type E	4	UNIT	\$3,500.00	\$14,000.00	\$3,000.00	\$12,000.00	\$100.00	\$400.00	\$3,500.00	\$14,000.00
40	Inlet, Type Double B	1	UNIT	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$5,800.00	\$5,800.00
41	Underground Storm Outlet Structure Box	1	UNIT	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00	\$7,500.00	\$7,500.00
42	Reset Fence (NS)	110	L.F.	\$12.00	\$1,320.00	\$20.00	\$2,200.00	\$25.00	\$2,750.00	\$25.00	\$2,750.00
43	Concrete Sidewalk, 4" Thick	400	S.Y.	\$45.00	\$18,000.00	\$49.00	\$19,600.00	\$42.75	\$17,100.00	\$60.00	\$24,000.00
44	Concrete Island, 6" Thick	150	S.Y.	\$50.00	\$7,500.00	\$63.00	\$9,450.00	\$47.25	\$7,087.50	\$75.00	\$11,250.00
45	2' x 2' Detectable Warning Surface Panel	80	UNIT	\$100.00	\$8,000.00	\$240.00	\$19,200.00	\$145.00	\$11,600.00	\$110.00	\$8,800.00
46	Stamped Reinforced Concrete Pavement, 6" Thick	342	S.Y.	\$120.00	\$41,040.00	\$65.00	\$22,230.00	\$100.00	\$34,200.00	\$125.00	\$42,750.00
47	9" x 18" Concrete Vertical Curb	1,000	L.F.	\$16.00	\$16,000.00	\$26.00	\$26,000.00	\$16.25	\$16,250.00	\$24.00	\$24,000.00
48	12" x 13" Concrete Sloping Curb	993	L.F.	\$17.50	\$17,377.50	\$36.00	\$35,748.00	\$17.75	\$17,625.75	\$25.00	\$24,825.00
49	15" Concrete Monolithic Vertical Curb	1,255	L.F.	\$18.50	\$23,217.50	\$42.00	\$52,710.00	\$21.50	\$26,982.50	\$22.00	\$27,610.00
50	Belgium Block Curb, 6" Reveal	250	L.F.	\$20.00	\$5,000.00	\$38.00	\$9,500.00	\$18.50	\$4,625.00	\$32.00	\$8,000.00
51	Traffic Stripes, Long Life, Epoxy Resin 4"	6,000	L.F.	\$0.50	\$3,000.00	\$0.48	\$2,760.00	\$0.46	\$2,760.00	\$0.50	\$3,000.00
52	Traffic Markings, Thermoplastic	900	S.F.	\$3.70	\$3,330.00	\$3.70	\$3,330.00	\$3.70	\$3,330.00	\$4.00	\$3,600.00
53	RPM, Bi-Directional, Amber Lens	40	UNIT	\$25.00	\$1,000.00	\$40.00	\$1,600.00	\$39.25	\$1,570.00	\$45.00	\$1,800.00
54	RPM, Bi-Directional, Blue Lens	5	UNIT	\$25.00	\$125.00	\$40.00	\$200.00	\$39.25	\$196.25	\$45.00	\$225.00
55	Regulatory and Warning Sign	380	S.F.	\$21.50	\$8,170.00	\$48.00	\$18,240.00	\$25.00	\$9,500.00	\$40.00	\$15,200.00

**SUMMARY OF BIDS**



**SPECIFICATION NO. 08-13SA**

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 4		bidder 2 of 4		bidder 3 of 4		bidder 4 of 4	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
56	Guide Sign, Type GA, Steel "U" Post Supports	105	S.F.	\$25.00	\$2,625.00	\$45.00	\$4,725.00	\$25.00	\$2,625.00	\$50.00	\$5,250.00
57	Non-Freeze Yard Hydrant	2	UNIT	\$1,000.00	\$2,000.00	\$3,800.00	\$7,600.00	\$500.00	\$1,000.00	\$2,400.00	\$4,800.00
58	Reset Water Valve Box	3	UNIT	\$0.01	\$0.03	\$50.00	\$150.00	\$100.00	\$300.00	\$100.00	\$300.00
59	Relocate Fire Hydrant	1	UNIT	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
60	18" x 36" Junction Box	2	UNIT	\$1,000.00	\$2,000.00	\$1,600.00	\$3,200.00	\$2,600.00	\$5,200.00	\$2,200.00	\$4,400.00
61	3" Rigid Metallic Conduit	100	L.F.	\$55.00	\$5,500.00	\$20.00	\$2,000.00	\$58.00	\$5,800.00	\$55.00	\$5,500.00
62	Topsoiling, 4" Thick	2,500	S.Y.	\$1.65	\$4,125.00	\$3.00	\$7,500.00	\$5.00	\$12,500.00	\$2.00	\$5,000.00
63	Borrow Topsoil	10	C.Y.	\$5.00	\$50.00	\$60.00	\$600.00	\$50.00	\$500.00	\$30.00	\$300.00
64	Fertilizing and Seeding, Type B	2,500	S.Y.	\$0.50	\$1,250.00	\$1.50	\$3,750.00	\$0.65	\$1,625.00	\$0.60	\$1,500.00
65	Straw Mulching	2,500	S.Y.	\$0.50	\$1,250.00	\$1.00	\$2,500.00	\$0.40	\$1,000.00	\$0.60	\$1,500.00
66	Wood Mulching, 2" Thick	270	S.Y.	\$28.00	\$7,560.00	\$4.00	\$1,080.00	\$5.00	\$1,350.00	\$5.40	\$1,458.00
67	Small Deciduous Tree, 7-8' High, B&B	10	UNIT	\$235.00	\$2,350.00	\$175.00	\$1,750.00	\$300.00	\$3,000.00	\$250.00	\$2,500.00
68	Deciduous Shrub, 3-4' High, B&B	80	UNIT	\$135.00	\$10,800.00	\$50.00	\$4,000.00	\$75.00	\$6,000.00	\$150.00	\$12,000.00
69	Perennial, #1 Container	50	UNIT	\$18.00	\$900.00	\$20.00	\$1,000.00	\$15.00	\$750.00	\$20.00	\$1,000.00
70	Landscaping Retaining Wall	150	S.F.	\$10.00	\$1,500.00	\$40.00	\$6,000.00	\$35.00	\$5,250.00	\$45.00	\$6,750.00
71	Sediment Control Bag	10	UNIT	\$0.01	\$0.10	\$100.00	\$100.00	\$175.00	\$1,750.00	\$340.00	\$3,400.00
72	Excavation, Regulated Material	6	C.Y.	\$10.00	\$60.00	\$100.00	\$600.00	\$150.00	\$900.00	\$60.00	\$360.00
73	Disposal of Regulated Material	10	TON	\$30.00	\$300.00	\$250.00	\$2,500.00	\$150.00	\$1,500.00	\$90.00	\$900.00
				<b>Total Bid</b>	<b>\$779,889.00</b>	<b>Total Bid*</b>	<b>\$811,576.00</b>	<b>Total Bid</b>	<b>\$824,107.37</b>	<b>Total Bid</b>	<b>\$986,895.00</b>

\* Bid rejected.  
Charles Marandino, LLC did not submit  
NIDOT Prequalification documents

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

C-04-11-013-165-13210 (\$340,000.00)  
C-04-12-013-165-13228 (\$439,889.00)

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

B9

Certificate of Availability of Funds

TREASURER'S NO. 12-06822 DATE July 09, 2012

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

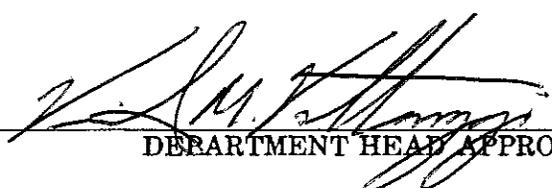
AMOUNT OF CERTIFICATION \$779,889.00 COUNTY COUNSEL August E. Knestaut, Esq.

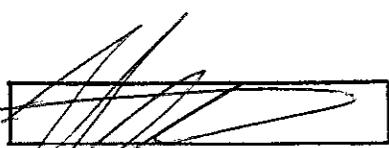
DESCRIPTION: 

Construction Contract for the project "Construction of a Roundabout at Kings Highway/Woodstown Road (CR605) and Ferry Road/Salem Avenue (CR620) in the Borough of Swedesboro." Engineering Project #08-13SA

VENDOR: R.E. Pierson Construction Company, Inc.

ADDRESS: P.O. Box 430  
Woodstown, NJ 08098-0430

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

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED \_\_\_\_\_ Meeting Date: August 08, 2012

B10

**RESOLUTION AUTHORIZING PURCHASE OF ONE (1) 2013 UNMARKED FORD TAURUS SEDAN POLICE INTERCEPTOR FROM HERTRICH FLEET SERVICES FOR USE BY THE COUNTY SHERIFF'S DEPARTMENT FOR THE SUM OF \$27,480.00, AS PER BID PD 012-017**

**WHEREAS**, the County of Gloucester's (hereinafter the "County") Department of Public Works, Division of Fleet Management, has need to acquire one(1) 2013 or newer unmarked Ford Taurus Sedan Police Interceptor (hereinafter the "Unmarked Sedan")for use by the County's Sheriff's Department to conduct County business; and

**WHEREAS**, the County, after due notice and advertisement, per Bid PD 012-017, received sealed bids for the purchase of one (1) Unmarked Sedan for use by the County; and

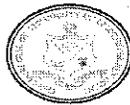
**WHEREAS**, after following proper public bidding procedure, it was determined that Hertrich Fleet Services (hereinafter "Hertrich"), of 1427 Bay Road, Milford, Delaware, was the lowest responsive and responsible bidder to provide the Unmarked Sedan for the total amount of \$27,480.00, as more specifically described in the specifications for Bid PD #012-017; and

**WHEREAS**, the Purchasing Agent of the County has certified the availability of funds in the amount of \$27,480.00, pursuant to C.A.F. # 12-06850, for purchase of the Unmarked Sedan, which amount 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 that the purchase of one (1) 2013 unmarked Ford Taurus Sedan Police Interceptor from Hertrich for the sum of \$27,480.00 for use by the County's Sheriff's Department, per Bid PD 012-017, 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, and take all actions, 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, August 8,, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

B10

PD 012-017 Bid Opening 7/6/2012 10:00am SPECIFICATIONS FOR SUPPLYING ONE (1) 2013 OR NEWER UNMARKED FORD SEDAN POLICE INTERCEPTOR TO THE COUNTY OF GLOUCESTER			
VENDOR: Hertrich Fleet Services 1427 Bay rd. Millford De. Michael Wright 800 698-9825 302 839-0555 Fax	VENDOR: Miller Ford Sales Rt. 38 PO Box 617 Lumberton, NJ 08048 Edward Elefante 732 801-0527 609 261-7854 Fax	VENDOR: Day Ford 3696 William Penn Hwy Monroeville, PA 15146 Len Polistina Gov. Sales 609 484-0555 856 649-0395 Fax	VENDOR: Winner Ford 250 Haddonfield-Berlin Rd Cherry Hill, NJ 08034 Michael Drahuschak 856 427-2792 856 428-4718 Fax
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Per Unit</b>	<b>Per Unit</b>
1	2013 Ford Taurus Police Interceptor	\$27,480.00	\$28,499.00
	DELIVERY ARO	90 to 120 Days	90 to 120 Days
	Variations: (if any)	NONE	Siren Control box from Whelen OTHERS- See attached
	Will you extend your prices to local government entities within the County	YES	YES
	Bid specifications sent to:	Flemington Ford Rakhi Patel	Prime Vendor Transport Azumah
	Based upon the bids received, I recommend Hertrich Fleet Services be awarded the contract as the lowest responsive, responsible bidder.		
			Sincerely,
			Robert J. McErlane Assistant Purchasing Agent

Based on production schedule at time of order

Wig Wag N/A

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

BIO

Certificate of Availability of Funds

TREASURER'S NO. 12-06850

DATE July 27, 2012

2-01-315-001-20610

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT PW Fleet Mgt Div

AMOUNT OF CERTIFICATION \$27,480.00 COUNTY COUNSEL August Knestaut

DESCRIPTION:

Resolution authorizing the purchase of one (1) or newer unmarked Ford Sedan Police Interceptor for use by the County's Sheriff's Department for the lump sum amount \$27,480. per Bid # PD012-017

VENDOR: Hertrich Fleet Services

ADDRESS: 1427 Bay Rd

Milford De 19963

Larry Hayes  
DEPARTMENT HEAD APPROVAL

APPROVED  [Signature]  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
NOT APPROVED

DATE PROCESSED 8-1-12

Freeholder Mtg Aug. 8, 2012

B11

**RESOLUTION AUTHORIZING THE PURCHASE OF FOUR (4) 2013 FORD TAURUS SEDAN POLICE INTERCEPTORS FROM DAY FORD FOR USE BY THE COUNTY SHERIFF'S AND CORRECTION'S DEPARTMENTS AT \$30,625.00 EACH, FOR THE TOTAL AMOUNT OF \$122,500.00, AS PER BID PD-012-018**

**WHEREAS**, the County of Gloucester's (hereinafter the "County") Department of Public Works, Division of Fleet Management, has need to acquire four (4) 2013 or newer Ford Taurus Sedan Police Interceptors (hereinafter the "Interceptors"), three (3) for use by the County's Sheriff's Department and one (1) for use by the County's Department of Corrections, to conduct County business; and

**WHEREAS**, the County, after due notice and advertisement, per Bid PD 012-018, received sealed bids for the purchase of four (4) Interceptors for use by the County; and

**WHEREAS**, after following proper public bidding procedure, it was determined that Day Ford (hereinafter "Day Ford"), of 3696 William Penn Highway, Monroeville, PA, 15146, was the lowest responsive and responsible bidder to provide to the County four (4) Interceptors at \$30,625.00 each, for the total amount of \$122,500.00, as more specifically described in the specifications for Bid PD 012-018; and

**WHEREAS**, the Purchasing Agent of the County has certified the availability of funds in the amount of \$122,500.00, pursuant to C.A.F. # 12-06821, for purchase of the four (4) Interceptors, which amount 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, that the purchase of four (4) 2013 Ford Taurus Sedan Police Interceptors, three (3) for use by the County's Sheriff's Department, and one (1) for use by the County's Department of Corrections, for the lump sum amount of \$122,500.00 from Day Ford, per Bid PD 012-018, be, and 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, August 8, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

BH

PD 012-018 Bid Opening 7/6/2012 10:00am SPECIFICATIONS FOR SUPPLYING FOUR (4) 2013 OR NEWER FORD SEDAN POLICE INTERCEPTORS TO THE COUNTY OF GLOUCESTER			
<b>VENDOR:</b>	<b>VENDOR:</b>	<b>VENDOR:</b>	<b>VENDOR:</b>
Day Ford 3696 William Penn Hwy Monroeville, PA 15146	Hertrich Fleet Services 1427 Bay rd. Milford De.	Miller Ford Sales Rt. 38 PO Box 617 Lumberton, NJ 08048	Wimmer Ford 250 Haddonfield-Berlin Rd Cherry Hill, NJ 08034
Len Polistina Gov. Sales 609 484-0555 856 649-0395 Fax	Michael Wright 800 698-9825 302 839-0555 Fax	Edward Elefante 732 801-0527 609 261-7854 Fax	Michael Drahuschak 856 427-2792 856 428-4718 Fax
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Per Unit</b>	<b>Per Unit</b>
1	2013 Ford Taurus Police Interceptor	\$30,625.00	\$31,631.00
	TOTAL FOR FOUR	\$122,500.00	\$126,524.00
	DELIVERY ARO	90 Days	70 to 120 Days
	Variations: (if any)	NONE	SEE ATTACHED
	Will you extend your prices to local government entities within the County	YES	YES
	Bid specifications sent to:	Flemington Ford Rakhi Patel	Prime Vendor Transport Azumah
	Based upon the bids received, I recommend Day Ford be awarded the contract as the lowest responsive, responsible bidder.		
		Sincerely,	
		Robert J. McErlane	
		Assistant Purchasing Agent	

B11

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

Certificate of Availability of Funds

TREASURER'S NO. 12-06821

DATE July 27, 2012

BUDGET NUMBER - CURRENT YR 2-01-26-315-001-20610 B 2012 DEPARTMENT P.W. Fleet Mgmt Division

AMOUNT OF CERTIFICATION \$122,500.00 COUNTY COUNSEL August Knestaut

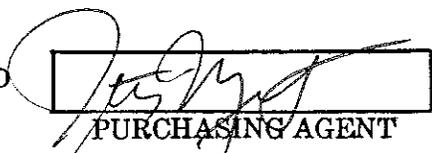
DESCRIPTION: Resolution authorizing purchase of four (4) 2013 or newer Ford Sedan Police Interceptors from Day Ford for use by the County's Sheriff's Department as per Bid# PD-012-018

VENDOR: Day B Ford

ADDRESS: 3696 William Penn Hwy

Monroeville, Pa 15146

  
DEPARTMENT HEAD APPROVAL

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 8-1-12

FREEHOLDER MIG. \*\*?  
Aug. 8, 2012

B12

**RESOLUTION AUTHORIZING SIGNING OF AGREEMENT NO. 13-61-030  
BETWEEN THE COUNTY AND THE DELAWARE VALLEY REGIONAL PLANNING  
COMMISSION FOR A GRANT IN THE AMOUNT OF \$62,625.00 FOR THE FISCAL  
YEAR 2013 SUPPORTIVE REGIONAL HIGHWAY PLANNING PROGRAM**

**WHEREAS**, the Delaware Valley Regional Planning Commission (hereinafter the "DVRPC") has received funds from the United States Department of Transportation, Federal Transit Administration, for the Fiscal Year 2013 Supportive Regional Highway Planning Program (hereinafter the "Highway Planning Program"); and

**WHEREAS**, the DVRPC has made grants to the County of Gloucester (hereinafter the "County") in past years from the Highway Planning Program to support the County's Planning Division's highway and transportation planning services; and

**WHEREAS**, the DVRPC has agreed to make a grant available to the County from the Highway Planning Program in consideration of the County Planning Division's performing certain in-kind services related to the said program, in accord with the terms and conditions of the attached Agreement No. 13-61-030 (hereinafter the "Agreement"); and

**WHEREAS**, the Agreement provides for funding from the DVRPC to the County in the sum of \$39,100.00 for implementation of the Highway Planning Program, with in-kind matching services from the County for implementing the said program in the amount of \$23,525.00, for a total grant amount of \$62,625.00; and

**WHEREAS**, the County's Planning Division has the expertise to provide the services as required in the aforesaid Agreement; and

**WHEREAS**, the Board of Chosen Freeholders of the County desires to obtain the said grant funds of \$39,100.00, and to thereby implement said program with its attendant responsibilities, as per the Agreement.

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

1. The Freeholder Director, and Clerk of the Board, be, and are, hereby authorized and directed to execute Agreement No.13-61-030 between the County, and the DVRPC in the amount of \$62,625.00 (\$39,100.00 from the DVRPC, and \$23,525.00 from the County as in-kind matching services) for the Fiscal Year 2013 Supportive Regional Highway Planning Program.
2. This Resolution shall be effective immediately upon passage.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on August 8, 2012.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT DILELLA, CLERK**

B12



BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Dammingier

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.

TO: Jessica Lucas

DEPARTMENT: Public Works / Planning

GRANT TITLE: Supportive Regional Highway Planning Program

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



DATE: July 26, 2012

DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870  
Fax: 856.384.0207

[lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

**CERTIFICATION LETTER**

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements.

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]  
Grants Coordinator

FREEHOLDER MEETING: August 8, 2012

New Jersey Relay Service – 711  
Gloucester County Relay Service  
(TTY/TTD) – (856)848-6616

**CHECKLIST  
RESOLUTION PACKAGE**

**GRANT TITLE:** Supportive Regional Highway  
Planning Program

**PLEASE INCLUDE THE FOLLOWING ITEMS FOR:  
RESOLUTION PACKAGE**

- ✓ Grant application - Original
- ✓ Pages marked for signature
- ✓ Agenda Request Form via e-mail to Lisa Cerny, Grants Coordinator.
- ✓ Brief description via e-mail to Lisa Cerny, Grants Coordinator.
- ✓ Package / Letter for Freeholder Liaison

**A MINIMUM OF THREE (3) PACKAGES SHOULD BE SENT TO THE GRANTS OFFICE FOR PROCESSING. PACKAGES SHOULD REFLECT THE NUMBER OF ORIGINAL SIGNATURES REQUIRED BY GRANTOR. THIS IS IN ADDITION TO THE NUMBER OF COPIES NEEDED IN THE GRANTS PROCESS.**

\* Request one copy  
after signature  
back to Planning  
OFFICE.

09/26/05



BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damming

FREEHOLDER LIAISON  
Heather Simmons

**MEMORANDUM**

**To: Heather Simmons, Freeholder Liaison**

**From: Rick Westergaard, Planning Director** *RW*

**Re: Supportive Regional Highway Planning Program**

**Date: 7/5/12**

---



Planning Division staff has submitted the necessary documentation to have an item placed on a future Freeholder Board Meeting agenda. The agenda request is to execute contract number 13-61-030, which is an agreement between the County of Gloucester and the Delaware Valley Regional Planning Commission for a Supportive Regional Highway Planning Program grant in the amount of \$62,625.00, of which the County will receive \$39,100.00 cash with \$23,525.00 in in-kind services for the total amount of \$62,625.00.

DEPARTMENT OF PUBLIC  
WORKS  
PLANNING DIVISION

**DIRECTOR**  
Larry Haynes, Sr.

PLANNING DIRECTOR  
Richard Westergaard,  
PP/AICP

This grant enables the Planning Division of Gloucester County to participate in the regional transportation planning process. Through this grant, which has been awarded to Gloucester County for over 20 years, staff is able to contribute to the DVRPC 2040 Long Range Plan, as well as the yearly multi-million dollar Transportation Improvement Plan (TIP) as it relates to projects in the County and its municipalities.

OFFICE OF GOVERNMENT  
SERVICES

1200 N. Delsea Drive  
Clayton, NJ 08312

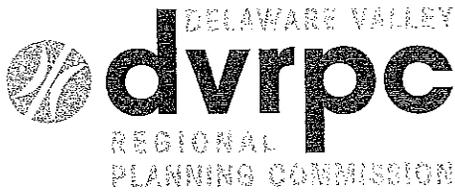
Phone 856.307.6650  
Fax 856.307.6656

[westergaard@co.gloucester.nj.us](mailto:westergaard@co.gloucester.nj.us)

[www.co.gloucester.nj.us](http://www.co.gloucester.nj.us)

Thank you.

Cc: Lisa Cerny, Grants Coordinator



190 N INDEPENDENCE MALL WEST  
8TH FLOOR  
PHILADELPHIA, PA 19106-1520  
Phone: 215-592-1800  
Fax: 215-592-9125  
www.dvrpc.org

*jl 7-5-10*

June 21, 2012

Mr. Richard Westergaard  
Planning Director  
The County of Gloucester, NJ  
Gloucester County Administration Building  
Clayton, NJ 08312

Project Number: 13-61-030  
Project Title: Supportive Regional Highway Planning Program

Dear Mr. Westergaard:

Enclosed are two copies of an agreement between The Delaware Valley Regional Planning Commission (DVRPC) and **The County of Gloucester, NJ** for your review. Please have both copies signed and return them to my attention at DVRPC. I will then forward a fully executed copy to you for your files.

Please be sure to have the Object Budget and Task Budget filled out before returning the agreements.

Please contact Sarah Oaks at DVRPC for assistance and guidance concerning the start of this project.

If you have any questions regarding the contract or would like to discuss the agreement, please call me at 215-238-2925.

Thank you,

  
John R. Griffiths  
Contract Manager

Copies: Sarah Oaks

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Amount: \$62,625

No. 13-61-030

AGREEMENT

BY AND BETWEEN

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

AND

THE COUNTY OF GLOUCESTER, NJ

This agreement, made at Philadelphia, Pennsylvania, this 1st day of July, 2012, by and between the Delaware Valley Regional Planning Commission, a body politic and corporate, created by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws of 1966, as amended and supplemented, having its principal office at the American College of Physicians Building, 190 N. Independence Mall - West, Philadelphia, Pennsylvania 19106, hereinafter referred to as the COMMISSION;

And

The County of Gloucester, NJ, located at Gloucester County Administration Building, 1200 N. Delsea Drive, Clayton, NJ 08312 hereinafter referred to as the CONTRACTOR.

WITNESSETH:

WHEREAS, the COMMISSION has entered into Agreement with the New Jersey Department of Transportation, hereinafter collectively referred as the AGENCY, whereby the COMMISSION is to perform certain obligations under its Agreement in the

accomplishment of a grant from the following Agency:

Agency	Funds	Source of Funds	Date
New Jersey Department of Transportation	\$39,100	Federal Highway Administration	07/01/2012

WHEREAS, the CONTRACTOR will perform certain services under this Agreement in connection with Project No. 13-61-030, Supportive Regional Highway Planning Program, in the COMMISSION's FY 2013 Work Program, hereinafter referred to as the PROJECT; and

WHEREAS, the CONTRACTOR is qualified to perform the services as herein set forth, being duly selected in accordance with the COMMISSION's CONTRACTOR Selection Procedures; and

WHEREAS, the PROJECT will be coordinated by the COMMISSION's Executive Director, or designee, with other elements of the COMMISSION's overall program of regional planning, to avoid duplication of effort and to ensure that all activities in the program are compatible and interrelated;

Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the CONTRACTOR shall be responsible for the technical direction, management and conduct of the PROJECT and administratively responsible to the COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

### Section 1: General Conditions

1.1 The COMMISSION hereby agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform such services as are specified in this Agreement, Exhibit "A", Scope of Services, DVRPC Work Program Description, and the Standard Articles of Agreement, DVRPC Form No. 10, Exhibit "B". These two exhibits are attached hereto and made a part hereof by reference.

### Section 2: Contract Funding

2.1 The estimated cost of the PROJECT is \$62,625 funded as shown by the following:

Funds Provided by Agencies: \$39,100.00

CONTRACTOR Local Match: \$23,525.00

CONTRACTOR Match for COMMISSION: \$0.00

Commission Contribution:

Other Contributions:

Total Amount: \$62,625

### Section 3: Method of Payment

3.1 The work to be performed by the CONTRACTOR shall be on a cost-reimbursable basis with progress payments based on the submission of invoices and progress reports documenting the work completed during the period reported.

3.2 CONTRACTOR's spending will be in accordance with the Object Budget attached and made part of this agreement as Exhibit "C". If applicable a Task Budget shall be included as a part of Exhibit "C". During the term of this agreement requests to modify either budget shall be made in writing to the COMMISSION's Contracts Officer.

3.3 The amount payable by the COMMISSION to the CONTRACTOR shall not exceed Thirty Nine Thousand One Hundred Dollars (\$39,100.00). The CONTRACTOR understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.

#### Section 4: Administration of Agreement

4.1 The Executive Director of the COMMISSION, or his/her designee, shall be the authorized agent to act on behalf of the COMMISSION in the administration of this Agreement; shall give notices, issue change orders, and otherwise represent the COMMISSION in the negotiation of matters arising out of this Agreement.

4.2 The Principal of the CONTRACTOR, or his or her designee, shall be the authorized agent to act on behalf of the CONTRACTOR in the administration of this Agreement and in the negotiation of matters arising out of this Agreement.

#### Section 5: Time of Performance

5.1 The CONTRACTOR shall commence work upon the agreement date of the contract. The CONTRACTOR shall complete work on the PROJECT no later than June 30, 2013.

#### Section 6: Coordination and Cooperation

6.1 The CONTRACTOR agrees to provide the COMMISSION with sufficient copies of all materials and documents, in a timely manner, which are necessary for the COMMISSION to meet its obligations to the AGENCY.

6.2 The CONTRACTOR understands that the services to be provided by the CONTRACTOR form input to the COMMISSION's overall planning program and must be provided in accordance with the COMMISSION's schedule.

Section 7: Special Conditions

7.2 The Standard Articles of Agreement, Exhibit "B" hereto are hereby modified as follows:

Article 1.7- The first sentence shall read: The CONTRACTOR is required to submit a quarterly summary progress report to the COMMISSION no later than thirty (30) days after the close of the preceding quarter.

Article 6- Invoices shall be submitted on a quarterly basis with all invoices submitted with an attached progress report. The final invoices for this project must be submitted no later than August 15, 2013 or payment cannot be assured. All other conditions of Article 6 remain unchanged

IN WITNESS WHEREOF, the COMMISSION and the CONTRACTOR have executed this Agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

DELAWARE VALLEY REGIONAL  
PLANNING COMMISSION

\_\_\_\_\_  
(SEAL)

By: \_\_\_\_\_  
Barry Seymour  
Executive Director

Date \_\_\_\_\_

ATTEST:

THE COUNTY OF GLOUCESTER, NJ

\_\_\_\_\_  
(SEAL)

By: \_\_\_\_\_  
, Gloucester County, NJ

Date \_\_\_\_\_

*Sign*

Federal Information:  
Type of Grant: FHWA Grant  
Grant Number: 20.205  
Federal Funds: \$39,100.00

SCOPE OF SERVICES

The County of Gloucester, NJ  
DVRPC Work Program Description

Exhibit A

**PROJECT: 13-61-030: Gloucester County: Supportive Regional Highway Planning Program**

---

**Responsible Agency: Gloucester County Planning Division**

**Project Manager: Sarah Oaks**

**Goals:**

Improve efficiency of the region's transportation network by participating in sub-regional transportation core planning efforts.

**Description:**

This is a continuing project which provides for county participation in the regional transportation planning process and the maintenance of county level plans, programs and data to support the regional transportation planning effort. It ensures local government and citizen coordination of regional and county planning activities, and provides technical assistance to local governments on regional, state and county level transportation projects.

**Tasks:**

**Task I - Administration:**

1. Perform the general administrative duties, including liaison and interagency coordination.
2. Prepare quarterly progress reports and expenditure reports; prepare annual completion report.
3. Develop annual work program for FY 2012.
4. Perform necessary public participation.
5. Review transportation reports and correspondence and provide responses.
6. Attend meetings including DVRPC monthly RTC meetings, quarterly progress report meetings, Planning Work Program meetings, and special meetings as required.

**Task II - Transportation Improvement Program:**

1. Prepare the Gloucester County TIP in coordination with NJDOT and DVRPC with regard to local project status and formulation of the regional TIP and provide comment.
2. Monitor federal aid program progress.
3. Maintain an inventory of TIP projects and update project status.
4. Formulate scoping projects in coordination with NJ DOT and DVRPC.

**PROJECT: 13-61-030: Gloucester County: Supportive Regional Highway Planning Program (Cont.)**

**Task III - Transportation Plan Maintenance:**

1. Coordinate County Transportation Policies with the Regional and State Long Range Plans.
2. Monitor and evaluate impact of proposed land development on existing and proposed highway and transit facilities.
3. Monitor certain state highway improvements and proposals.
4. Update the Gloucester County Official Map.
5. Maintain an update of the functional classification system.
6. Review regional, state and municipal transportation policies for consistency with the County's Plan.

**Task IV - Transportation Planning Data and Analysis:**

1. Prepare and maintain Traffic Volume Map using data supplied by DVRPC as well as counts taken by the county and share traffic count data with interested parties.
2. Maintain data files supplied by NJDOT as data source for the transportation efforts.
3. Maintain information on Management Systems such as Bridge, Pavement, Safety, etc.
4. Take traffic counts at selected locations to support transportation studies and to maintain the traffic county map.
5. Develop and maintain a GIS database for traffic counts.

**Products:**

1. Quarterly progress and expenditure reports.
2. Summaries on meetings and seminars attended related to highway planning.
3. Annual completion report for FY 2012.
4. FY 2012 work program for Supportive Regional Highway Planning Program.
5. An updated and adopted county Transportation Improvement Program.
6. A brief report on the activities which were undertaken in the planning/implementation of TIP projects.
7. Current and up-to-date version of the Official Map of County Highways and related transportation planning documents, as necessary.
8. Traffic Information available for public use.
9. Updated traffic counts at selected locations to support transportation planning efforts.

<b>Fiscal Year</b>	<b>Total</b>	<b>Highway Program</b>	<b>Transit Program</b>	<b>Comprehensive Program</b>	<b>Other</b>
2011	\$63,250	\$63,250			
2012	\$63,250	\$63,250			
2013	\$62,625	\$62,625			

INVOICE

Delaware Valley Regional  
Planning Commission  
190 N. Independence Mall West – 8<sup>th</sup> Floor  
Philadelphia, PA 19106

Date: \_\_\_\_\_  
Agreement No.: 13-61-030  
Reporting Period:  
From: \_\_\_\_\_  
To: \_\_\_\_\_

Attention: Accounting Department

This invoice is submitted consistent with the terms and conditions of the above referenced Agreement:

1. Total Cost Incurred During Period	\$
2. Less Matching for Agency Grant (-37.565%)	\$ _____
3. Less Retainage, if any	(-) \$0.00 _____
4. Net Amount Payable	\$

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Agency: The County of Gloucester, NJ

Project Title: Supportive Regional Highway Planning Program

\*Please attach all original invoices.

# DETAILED BILLING REPORT

Date: \_\_\_\_\_

Agreement No. : \_\_\_\_\_

Reporting Period: From: \_\_\_/\_\_\_/\_\_\_ To: \_\_\_/\_\_\_/\_\_\_

The following is a true statement of the costs incurred by our staff during the period:

	Name	Title	Hourly Rate	Hours	Total Costs
1					
2					
3					
4					
5					
6					

SUBTOTAL \$ \_\_\_\_\_

FRINGE BENEFITS \$ \_\_\_\_\_

TOTAL LABOR \$ \_\_\_\_\_

NON-LABOR COSTS (Specify in Detail)

1		\$ _____
2		\$ _____
3		\$ _____

TOTAL NON-LABOR \$ \_\_\_\_\_

Submitted By: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

=====

TOTAL COST \$ \_\_\_\_\_

Task Billing Summary

AGENCY: Gloucester County

PROJECT NO.: 13-61-030

DATE: 7/5/12

TASK TITLE	BUDGET	PREVIOUS COSTS	CURRENT COSTS	TOTAL COSTS	BALANCE
ADMINISTRATION	\$ 6,625.00				\$ 6,625.00
TRANSPORTATION IMPROVEMENT PLAN	\$ 24,000.00				\$ 24,000.00
TRANSPORTATION PLAN MAINTENANCE	\$ 24,000.00				\$ 24,000.00
DATA & ANALYSIS	\$ 8,000.00				\$ 8,000.00
<b>TOTAL</b>	\$ 62,625.00				\$ 62,625.00



DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Standard Articles of Agreement

Form 10

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This document is based on the March 1994 version. The date of all subsequent revisions appears after the Article, Section or paragraph revised.

Article 20: Surveys and Questionnaires was deleted 9-19-97

Last Revision 11-23-98

## Article 1: Responsibilities and Services of the CONTRACTOR

1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the CONTRACTOR shall be responsible for the technical direction, management and conduct of the PROJECT.

1.2 The COMMISSION hereby agrees to engage the CONTRACTOR and the CONTRACTOR shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the Agreement and Exhibit "A", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.

1.3 The CONTRACTOR hereby agrees to administer the Agreement in accordance with all requirements and regulations of the AGENCY and COMMISSION. The CONTRACTOR understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this Agreement at any particular time. *Section Revised 2-2-98*

1.4 The CONTRACTOR bears primary responsibility for the administration and success of the PROJECT, although the CONTRACTOR is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise. The giving of such advice shall not shift the responsibility for final decisions to the COMMISSION or the AGENCY.

1.5 The CONTRACTOR hereby agrees to furnish its services in the amount necessary to complete promptly, effectively and in conformance with professional standards established by the AGENCY and Federal government the services specified by this Agreement. All of the services specified by this Agreement shall be performed by the CONTRACTOR and its employees or subcontractor under the personal supervision of a qualified Project Manager as shall be designated by the CONTRACTOR and approved by the COMMISSION. *Section Revised 2-2-98*

The CONTRACTOR agrees that the COMMISSION shall not be subject to any obligations or liabilities to any subcontractor or any other person not party to this Agreement.

*Paragraph Added 2-2-98*

1.6 The personnel required to perform the services specified by this Agreement shall be procured by the CONTRACTOR. All procurement expenses shall be borne by the CONTRACTOR. All personnel engaged in performing the services specified by this Agreement shall be fully qualified and authorized or permitted under State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION.

1.7 The CONTRACTOR is required to submit a monthly summary progress report to

Exhibit B.3

the COMMISSION not later than ten (10) days after the close of the preceding month. This report shall be in narrative form, divided by tasks as specified in the Scope of Services, and include the percentage of progress for each task for the period and to date; a comparison of costs incurred with amounts budgeted; a comparison of work performed to the schedule; where established goals were not met, or slippage has occurred or is anticipated, the report must include a narrative description of the difficulties encountered and the CONTRACTOR's proposed solution of the problem.

1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this Agreement, the CONTRACTOR shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.

The CONTRACTOR shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT's recommendations. These comments should be directed to the nature and objectives of the PROJECT, report findings and final recommendations.

1.9 The CONTRACTOR hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.

1.10 The CONTRACTOR shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the CONTRACTOR's officers, employees or agents under this Agreement; and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands. *Section Revised 2-2-98*

1.11 None of the personal services specified by this Agreement shall be subcontracted by the CONTRACTOR without prior approval of the COMMISSION. This provision does not include commercial services, such as printing, etc. *Section Revised 11-20-98*

1.12 All subcontracts entered into by the CONTRACTOR shall contain all of the provisions of these Standard Articles of Agreement. *Section Revised 11-20-98*

1.13 The CONTRACTOR shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or subagreement supported by Federal

assistance if a real or apparent conflict of interest would be involved.  
11-23-98

*Section Added*

#### Article 2: Assignability

2.1 The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION thereto; provided, however, that claims for compensation due, or to become due the CONTRACTOR from the COMMISSION under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COMMISSION.

#### Article 3: Supervision

3.1 In order that the COMMISSION may meet its obligations to the AGENCY, with respect to supervision of the content and technical quality of the services performed as specified by this Agreement, it is hereby agreed that the services performed by the CONTRACTOR under this Agreement shall be under the general supervision and direction of the COMMISSION.

#### Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the Program, shall:

4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to insure that all activities in its Program are compatible and interrelated.

4.2 Provide technical assistance to the CONTRACTOR required during the development of the PROJECT.

4.3 Provide data existing in the COMMISSION's data file to the CONTRACTOR. The cost for this data shall be only that of reproduction or processing. The CONTRACTOR shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the CONTRACTOR shall treat as confidential any materials which may be stipulated by the COMMISSION.

4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the CONTRACTOR.

4.5 The COMMISSION shall, as appropriate, conduct a review of the administration of the PROJECT to determine whether the CONTRACTOR has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this

Agreement.

4.6 After execution of this Agreement, and prior to the first invoice, the COMMISSION's audit staff may hold an "Accounting and Record Keeping" meeting at the CONTRACTOR's offices with their assigned Project Manager, administrative and accounting personnel in order to insure that all procedures and records will be maintained in conformance with Federal Audit Standards and Regulations. *Section Revised 9-19-97*

#### Article 5: Changes and Amendments

5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this Agreement and do not affect the substantive rights of the COMMISSION or the CONTRACTOR. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the CONTRACTOR. Such changes will be in writing and will generally be effected by a letter from the COMMISSION to the CONTRACTOR.

*Section Revised 9-19-97*

5.2 Minor changes, corrections or additions to the Agreement that have been mutually agreed upon by the COMMISSION and the CONTRACTOR shall be in writing in the form of a letter from the COMMISSION to the CONTRACTOR, setting forth therein the changes, corrections or additions, approved by endorsement of the COMMISSION.

*Section Revised 9-19-97*

Letters authorizing changes may be issued in the following instances:

- a. When the CONTRACTOR requests a budget revision in the Object Line Budget or Task Budget that exceeds five (5%) percent of the total PROJECT costs.

*Paragraph Revised 9-19-97*

- b. As determined by the COMMISSION, an extension of the Time of Performance is required.
- c. Minor changes or clarifications to the Scope of Services which do not substantively alter the products to be produced.

5.3 Any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduce the time or effort devoted to the PROJECT on the part of the CONTRACTOR will require a formal agreement amendment to increase or decrease the dollar amount, the term, or other

principal provisions of this Agreement.

5.4 No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this Agreement. Formal amendments may be executed subsequently only with respect to matters which are the subject of final audit or dispute appeals.

5.5 Copies of either or both amendments to the agreement and letters authorizing changes will be attached to the original of this Agreement and to each copy. Such letters and amendments will then become a part thereof.

5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the Agreement number.

#### Article 6: Compensation and Method of Payment

6.1 Payment shall be made by the COMMISSION to the CONTRACTOR based on monthly or quarterly invoices which shall be submitted in writing by the CONTRACTOR to the COMMISSION. These invoices shall consist of:

- a. Invoice form indicating expenditures during the reporting period duly certified by the CONTRACTOR.
- b. Detailed account of all personnel working on the PROJECT; hourly rate, number of hours, and total costs. Detailed list of all other costs.
- c. Billing Summary by Object Class.
- d. Billing Summary by Task.

Sample forms are attached.

6.2 Such monthly or quarterly invoices for payment shall be honored and paid by the COMMISSION to the CONTRACTOR based on receipt and acceptance by the COMMISSION of the following:

- a. The invoices for payment submitted by the CONTRACTOR in accordance with Section 6.1 hereof.
- b. The PROJECT progress reports submitted by the CONTRACTOR in accordance with Article 1.7 hereof.

The CONTRACTOR's final invoice must be presented within forty-five (45) days after termination of services.

6.3 The final payment shall be made after the COMMISSION has determined that the

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CONTRACTOR has satisfactorily performed the services specified by this Agreement. It is expressly understood and agreed that where the final payment is authorized and payment made to the CONTRACTOR prior to final audit, and if at the time of final audit the COMMISSION and/or the United States of America determines items to be ineligible under the Federal grant contract, the CONTRACTOR will make restitution of any overpayment to the COMMISSION for subsequent repayment to the United States of America.

6.4 Allocability of PROJECT costs shall be determined by the following:

- a. The costs must be reasonable within the scope of the PROJECT.
- b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
- c. Such costs must be accorded consistent treatment through application of generally accepted accounting principles.
- d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
- e. Such costs must be net costs to the CONTRACTOR (i.e., the price paid minus any refunds, rebates or discounts). *Paragraph Replaced 2-2-98*
- f. The CONTRACTOR may not delegate or transfer his responsibility for the use of the funds set forth in this Agreement.
- g. Overhead and fringe rates are provisional and subject to audit.

Costs must conform to the applicable US OMB Circular or Federal regulation:

For a legally established government entity - US Office of Management and Budget (OMB) Circular A-87, Revised, "Cost Principals for State and Local Governments".

For institutions of higher education - US OMB Circular A-21, Revised, "Cost Principals for Educational Institutions".

For private non-profit organizations - US OMB Circular A-122, Revised, "Cost Principals for Non-Profit Organizations".

For-private organizations - Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations".

*Paragraph Added 2-2-98*

6.5 The CONTRACTOR shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.

6.6 Compensation and method of payment are subject to all special conditions set

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forth in the Special Conditions Section of this Agreement.

Article 7: Termination of Agreement for Cause and/or Convenience

7.1 If, through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, the COMMISSION shall thereupon have the right to terminate this Agreement.

7.2 The COMMISSION shall have the right to terminate this Agreement for convenience whenever the COMMISSION shall determine that such termination is in the best interest of the COMMISSION and that continuation of the PROJECT(s) would not produce results commensurate with the further expenditure of funds.

7.3 This Agreement shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the CONTRACTOR by this Agreement.

7.4 The COMMISSION may terminate this Agreement in writing or by telephone. If termination is telephoned, the COMMISSION shall confirm such termination in writing.

- a. In either case, the effective date of the termination shall be the date of notification.
- b. Upon notification of termination, the CONTRACTOR must stop incurring costs and cease performance immediately. *Section Revised 9-19-97*

7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the CONTRACTOR shall, at the option of the COMMISSION, become the property of the COMMISSION and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. *Section Revised 9-19-97*

7.6 NOTWITHSTANDING the above, the CONTRACTOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the CONTRACTOR, and the COMMISSION may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the CONTRACTOR for breach of this Agreement is determined.

7.7 Prior to termination for cause, the CONTRACTOR shall be afforded an opportunity for consultation.

7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time

pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.

7.9 The CONTRACTOR may not unilaterally terminate the PROJECT work set forth in this Agreement. If, during the development of the PROJECT conditions should change that would warrant complete or partial termination, the CONTRACTOR shall give written notice to the COMMISSION of a request for termination. If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this Agreement, the COMMISSION may enter into a termination Agreement or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the CONTRACTOR has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this Agreement, or annul the Agreement pursuant to this Article.

7.10 Upon termination, the CONTRACTOR must refund or credit to the COMMISSION that portion of any funds paid or owed the CONTRACTOR and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The CONTRACTOR shall not make any new commitments without COMMISSION approval. The CONTRACTOR shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this Agreement. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

#### Article 8: Suspension of Agreement - Stop Work Orders

8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered stopped by the COMMISSION.

8.2 Work stoppages may be required for good cause, such as, but not limited to, default by the CONTRACTOR, failure to comply with the terms and conditions of this Agreement, realignment of programs, lack of adequate funding or advancements in the state-of-the-art.

- a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.
- b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the

issuance of a termination notice after a decision to terminate has been made.

8.3 Prior to issuance, stop-work orders shall be discussed with the CONTRACTOR and should be appropriately modified, at the discretion of the COMMISSION, in the light of such discussions. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the CONTRACTOR for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the CONTRACTOR for minimizing costs.

8.4 Upon receipt of a stop-work order, the CONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:

- a. cancel the stop-work order, in full or in part;
- b. eliminate the work covered by such order; or
- c. authorize resumption of work.

8.5 If a stop-work order is canceled or the period of the work, or any extension thereof expires, or upon authorization to resume the work, the CONTRACTOR shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these, and the Agreement shall be amended accordingly, provided the CONTRACTOR asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of work stoppage when any of the following occur:

- a. the stop-work order results in an increase in the CONTRACTOR's cost properly allocable to the performance of any part of the PROJECT; and/or
- b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.

8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this Agreement.

8.7 Costs shall not be allowable if incurred by the CONTRACTOR after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.

8.8 Failure to agree upon the amount of an equitable adjustment due under a stop-work order shall constitute a dispute under this Agreement.

#### Article 9: Disputes

9.1 Except as otherwise provided by law, or this Agreement, any dispute arising under this Agreement shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the CONTRACTOR.

9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the CONTRACTOR mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

*Article Revised 9-19-97*

#### Article 10: Arbitration

10.1 Any dispute between the parties to this Agreement, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.

10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.

10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

#### Article 11: Federal Requirements

11.1 Civil Rights Requirements *Section 11.1 Substantially Revised 11-23-98*

(a) Prohibitions Against Discrimination

The CONTRACTOR agrees to comply with, and assure compliance of all subcontractors with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The CONTRACTOR agrees to comply with, and assure compliance by third

Exhibit B.12

party contractors at any tier under the PROJECT, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000d, and the US Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of the Title VI of the Civil Rights Act", 49CFR Part 21, and any other implementing requirements which may be issued.

(b) Equal Employment Opportunity

The CONTRACTOR agrees to comply with, and assure compliance by third party contractors at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e; 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

- i. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The CONTRACTOR to take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities.
- ii. If the CONTRACTOR is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the Agreement. Failure by the CONTRACTOR to carry out the terms of the EEO program shall be treated as a violation of this Agreement. Upon notification to the CONTRACTOR of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

(c) Disadvantaged Business Enterprise (DBE) Program

- i. The CONTRACTOR hereby agrees to comply with the current COMMISSION goal and Section 1101(b) of the Transportation Efficiency Act for the 21st Century, 23 U.S.C § 101 note, current AGENCY regulations regarding Disadvantaged Business Enterprises, and for USDOT funded program, the regulations set forth in 49 C.F.R. Part 23.

- ii. The CONTRACTOR agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract financed with Federal assistance provided by the AGENCY. The CONTRACTOR agrees to take all necessary and reasonable steps required by the AGENCY regulations to ensure that eligible DBEs have the maximum feasible opportunity to participate in subcontracts. If the CONTRACTOR is required by AGENCY regulations to have a DBE program, the DBE program approved by the is incorporated by reference and made a part of this Agreement. Implementation of the program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notifying the CONTRACTOR of any failure to implement its approved DBE program, the AGENCY may impose sanctions as provided for under its regulations and may, as determined, refer the matter for enforcement under 18 U.S.C. § 1001 and the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*
- (d) Nondiscrimination on the Basis of Sex: To the extent applicable, the CONTRACTOR agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex and any additional Federal requirements or regulations which may be promulgated.
- (e) Nondiscrimination on the Basis of Age: The CONTRACTOR agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107, and implementing regulations, which prohibit discrimination on the basis of age.
- (f) Access Requirements for Persons with Disabilities: The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. § 5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The CONTRACTOR also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:
- i USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 CFR Part 37.
  - ii USDOT regulations, "Nondiscrimination on the Basis of Handicap in

Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 CFR part 27.

- iii. Joint US Architectural and Transportation Barriers Compliance Board / USDOT regulation, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 36 CFR Part 1192 and 49 CRF Part 38.
- iv. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 CFR Part 35.
- v. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and Commercial Facilities", 28 CFR Part 36.
- vi. US General Services Administration regulations, "Accommodations for the Physically Handicapped", 41 CFR Subpart 101-19.
- vii. US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act", 29 CFR part 1630.
- viii. US Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Hearing and Speech Disabled", 47 CFR Part 65, Subpart F.
- ix. Federal Transit Administration (FTA) regulations, "Transportation for Elderly and Handicapped Persons", 49 CFR part 609.
- x. Any implementing requirements the FTA may issue.

Note: the above regulations essential provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

- (h) Confidentiality and Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism: The CONTRACTOR agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972; the Comprehensive Alcohol Abuse and Alcoholism Revention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, and the Publis Health

Services Act of 1912, 42 U.S.C. §§ 290dd-3 and 290ee-3, including any amendments to these Acts.

#### 11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, "Political Activity of State and Local Officers or Employees", Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations.

*Section Revised 11-23-98*

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns.

*Section Revised 11-23-98*

#### 11.3 Disclosure of Information

All information obtained by the CONTRACTOR in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

#### 11.4 Clean Air and Clean Water

The CONTRACTOR hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 et. seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et. seq.).

*Section Revised 9-19-97*

#### 11.5 Energy Conservation Program

The CONTRACTOR agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

*Section Revised 9-19-97*

#### 11.6 Historic Preservation

In connection with carrying out this Project, the CONTRACTOR shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

- (a) Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,
- (b) Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties. *Section Revised 9-19-97*

#### 11.7 Environmental Requirements

The CONTRACTOR shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY.

*Section Added 9-19-97*

#### 11.8 Resource Conservation and Recovery Act

The CONTRACTOR shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.

*Section Added 2-2-98*

#### 11.9 Comprehensive Environmental Response, Compensation, and Liability Act

The CONTRACTOR shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§9601 et seq. *Section Added 2-2-98*

#### 11.10 Contract Work Hours and Safety Standards Act

The CONTRACTOR shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

*Section Added 2-2-98*

#### 11.11 Metric System

To the extent required by the AGENCY, the CONTRACTOR agrees to use the metric system of measurement in the PROJECT and to the extent practicable and feasible, accept products and services with dimensions expressed in the metric system of measurement.

*Section Added 9-19-97*

#### 11.12 False or Fraudulent Statements and Claims

The CONTRACTOR agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 *et seq.* and the AGENCY's regulations, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this Agreement.

*Section Added 9-19-97*

#### 11.13 Incorporation of Provisions

The CONTRACTOR shall include the provisions of paragraphs 11.1 through 11.13 in every subcontract under this Agreement, including procurement of materials which shall be secured in compliance with AGENCY regulations and OMB Circular A-102, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement under this Agreement, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

#### Article 12: Interest of Members of the COMMISSION and Others

12.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.

#### Article 13: Interest of the CONTRACTOR

13.1 The CONTRACTOR covenants that no member, officer or employee of the CONTRACTOR has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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Article 14: Interest of Members of Congress

14.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit therefrom.

Article 15: Audit and Inspection of Records

15.1 The CONTRACTOR shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this Agreement in accordance with generally accepted accounting principles and procedures. All costs charged against this Agreement shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance with the line items shown on the latest approved budget. The CONTRACTOR shall permit and shall require its subcontractors to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this Agreement. The CONTRACTOR agrees that any payment made by the COMMISSION to the CONTRACTOR, and any expenditures of the CONTRACTOR under the terms of this Agreement, are subject to audit by the COMMISSION.

15.2 The CONTRACTOR agrees to remit to the COMMISSION any excess payments made to the CONTRACTOR, any costs disallowed as a result of audit, and any amounts recovered by the CONTRACTOR from third parties or other sources.

*Paragraph Added 11-23-98*

15.3 The CONTRACTOR shall preserve all documents, records and books of account pertaining to this Agreement for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the CONTRACTOR to surrender all records at the end of the three (3) year period for additional storage.

15.4 The CONTRACTOR shall provide the COMMISSION with an audit prepared in conformance with the Single Audit Amendemnts of 1996, 31 U.S.C. §§ 7501 *et seq.*, in accordance with U.S. OMB Circular A-133, "Audit of the States, Local Governments and Non-Profit Organizations", and the latest US Department of Transportation A-133 Compliance Supplement. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The CONTRACTOR understands that the audit may be made available to the AGENCY

and the Comptroller General of the United States.

*Paragraph Revised 11-23-98*

15.5 Should the COMMISSION audit the CONTRACTOR in place of the audit performed under 15.4 above, the COMMISSION's audit of the CONTRACTOR is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the CONTRACTOR's performance under this Agreement.

#### Article 16: Identification of Documents

16.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or policies of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

#### Article 17: Publicity

17.1 Press releases and other public dissemination of information by the CONTRACTOR concerning the PROJECT work shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.

#### Article 18: Rights in Data, Copyrights, and Disclosure

18.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this Agreement by the CONTRACTOR or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which CONTRACTOR or subcontractor at any tier, purchases ownership financed under this Agreement.

18.2 Definition. The term "Data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this Agreement. It does not include the CONTRACTOR's financial reports, or

other information incidental to contract administration.

18.3 Data submitted to and accepted by the COMMISSION under this Agreement shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the CONTRACTOR.

18.4 No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The CONTRACTOR relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this Agreement. The CONTRACTOR shall not include in the data any copyrighted matter, unless the CONTRACTOR provides the COMMISSION with written permission of the copyright owner for the CONTRACTOR to use such copyrighted matter.

18.5 The CONTRACTOR bears responsibility for the administration of the PROJECT and therefore the CONTRACTOR alone is liable for any claims of copyright infringement for any copyrighted material.

18.6 It is a condition precedent to CONTRACTOR's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The CONTRACTOR shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the CONTRACTOR pertaining to such suit or claim:

*Article Revised 9-19-97*

#### Article 19: Confidentiality

19.1 At no time, without written COMMISSION approval, may the CONTRACTOR divulge or release information, reports, recommendations or things of a like nature developed or obtained in connections with performance of this Agreement that are of direct interest to the COMMISSION.

- (a) The COMMISSION has direct interest in the CONTRACTOR's material when the CONTRACTOR's PROJECT is to be made a part of a larger PROJECT still under the supervision of the COMMISSION.
- (b) When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.

19.2 After the Agreement period, CONTRACTOR may divulge or release information that is of direct interest to the CONTRACTOR, but which has no direct interest to the COMMISSION.

## Article 20: Patent Rights

20.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the CONTRACTOR or its employees or subcontractor, in the course of, in connection with, or under the terms of this Agreement, the CONTRACTOR shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the CONTRACTOR, or subcontractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third party contract as described in the U. S. Department of Commerce regulations " Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" 37 C.F.R. Part 401.

*Major Revision 9-19-97*

## Article 21: Liquidated Damages

21.1 The CONTRACTOR agrees that the COMMISSION shall retain ten percent (10%) of the Agreement amount from Federal funds made available under this Agreement, to be used as a set off for reimbursing the COMMISSION for the cost to administer this Agreement should performance extend beyond the period of performance set forth in the Time of Performance Section of this Agreement.

21.2 The COMMISSION shall retain Ten Dollars per business day as liquidated damages for each day that performance is extended beyond the time fixed for performance in the Time of Performance set forth in this Agreement. The total sum to be charged by the COMMISSION for the entire delay in performance shall not be in excess of the ten percent (10%) held in retainage.

21.3 The COMMISSION shall, upon acceptance of the Draft Final Report promptly pay the CONTRACTOR any funds due from the retainage.

21.4 The decision by the COMMISSION to impose a daily charge for delay, or to excuse said delay, shall be final. A delay in performance by the CONTRACTOR may be excused by the COMMISSION if, in its sole discretion, it deems the delay to be a cause or causes beyond the control of the CONTRACTOR.

## Article 22: Invoice Forms and Time Sheets

22.1 Sample forms which may be used by the CONTRACTOR in presenting its invoices in compliance with Article 6 hereof are attached hereto.

22.2 In order to comply with Federal Audit Regulations, each employee who works on the PROJECT must account for 100% of his or her time, although he or she only works

on the PROJECT part of the time. The object of this requirement is to prove that the employee is accounting for and assigning 100% of his or her time. This requirement shall also apply to any consultant or subcontractor engaged by the CONTRACTOR.

Article 23: Certification of Non-collusion

23.1 The parties hereto hereby certify that neither the COMMISSION nor the CONTRACTOR, or their representatives have:

- (a) been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this Agreement, employed or retained or agreed to employ or retain, any firm or person;
- (b) been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and CONTRACTOR, any fee, contribution, donation, or other consideration of any kind to solicit to secure this Agreement;
- (c) acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 24: Restrictions on Lobbying

24.1 The CONTRACTOR hereby certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative

- agreements) and that all subrecipients shall certify and disclose accordingly.
- (d) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 25: Entire Agreement

25.1 The Agreement Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.

- (a) No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.
- (b) Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.

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**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 13-53-312 BETWEEN THE COUNTY AND THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$30,000.00 FOR THE FISCAL YEAR 2013 REGIONAL GIS IMPLEMENTATION AND COORDINATION PROGRAM**

**WHEREAS**, the Delaware Valley Regional Planning Commission (hereinafter the "DVRPC") has received funds from the United States Department of Transportation, Federal Transit Administration, for the Fiscal Year 2013 Regional GIS Implementation and Coordination (hereinafter the "GIS Program"); and

**WHEREAS**, the DVRPC has made grants to the County of Gloucester (hereinafter the "County") in past years for the GIS Program to support the County Planning Division's continued participation in the development of the DVRPC's GIS Program; and

**WHEREAS**, the DVRPC has agreed to make a grant available again to the County to allow for the County's continued participation in the development of the GIS Program in accord with the terms and conditions of the attached Agreement No. 13-53-312 (hereinafter the "Agreement"); and

**WHEREAS**, the Agreement provides for funding from the DVRPC to the County in the sum of \$30,000.00 for the County Planning Division to continue participation in the development of the GIS Program; and

**WHEREAS**, the County's Planning Department has the expertise to provide the services as required in the Agreement; and

**WHEREAS**, the Board of Chosen Freeholders of the County desires to continue participation in the GIS Program; and to thereby obtain the \$30,000.00 in grant funding from the DVRPC.

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

1. The Director, and Clerk of the Board, be, and are, hereby authorized and directed to execute Contract No. 13-53-312 between the County and the DVRPC in the amount of \$30,000.00 to allow for the County's continued participation in the GIS Program, as above set forth.
2. This Resolution shall be effective immediately upon passage.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 8, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**