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RESOLUTION AUTHORIZING THE EXECUTION OF FEDERAL AID AGREEMENT # 12-DT-BLA 638 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR FEDERAL FUNDING IN AN AMOUNT NOT TO EXCEED \$698,693.00 FOR RESURFACING AND SAFETY IMPROVEMENTS TO CLAYTON-WILLIAMSTOWN ROAD (CR610) FROM FRIES MILL ROAD (CR655) TO POP KRAMER BOULEVARD IN THE BOROUGH OF CLAYTON

WHEREAS, the Office of the Gloucester County (hereinafter the "County") Engineer has recommended that a Federal Aid Agreement be entered into with the New Jersey Department of Transportation (hereinafter the "NJDOT") for the County road improvement project known as "Resurfacing and Safety Improvements to Clayton – Williamstown Rd. (CR610) from Fries Mill Road (CR655) to Pop Kramer Blvd. in the Borough of Clayton", Federal Project #STP-4024(101 Con.), Engineering Project # 12-02FA (hereinafter the "Project"); and

WHEREAS, the said agreement is referred to as Federal Aid Agreement #12-DT-BLA-638, and is a cost reimbursement agreement with the NJDOT in an amount not to exceed \$698,693.00 and

WHEREAS, the Board of the Chosen Freeholders of the County believes that the Project is beneficial to the County and its residents, so that it desires to enter into the said agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that that the Federal Aid Agreement referred to hereinabove with the NJDOT is hereby authorized and approved for the Project in an amount not to exceed \$698,693.00; and,

BE IT FURTHER RESOLVED that the Freeholder Director, and Clerk of the Board, be and are hereby authorized to execute Federal Aid Agreement #12-DT-BLA-638.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 20, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

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Agreement No. 12-DT-BLA-638

Contract ID: 12 70571

Recipient's DUNS No.: 957362247

CFDA Name and Number: Catalog of Federal Domestic Assistance 20.205

Contact Name and Phone Number: Chris Bergeman; (856) 486-6714

FEDERAL AID AGREEMENT

Project: CR 610 Clayton-Williamstown Road Resurfacing FY 2012
(Fed. Proj. No.: STP-4024(101)Con)

Municipality: Borough of Clayton

County: Gloucester

This Cost Reimbursement Agreement is made as of the _____ day of _____, by and between the Gloucester County, having its offices at Clayton Complex Offices of Government Services, 1200 N. Delsea Drive, Clayton, NJ 08312-1000 ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

WITNESSETH:

WHEREAS, Recipient proposes to be the sponsor of a Project eligible for funding pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Recipient funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, Recipient and the State hereby agree as follows:

1. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and Cost Estimate attached to this Agreement.

2. Agreement Contract Term

2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the project is completed and all vouchers have been paid subject to Section 7 below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of 9/18/2012. All such work shall be completed by 12/31/2015, unless either terminated or extended by written authorization of the State.

2.2. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in which case compensation shall be made for the costs of the work actually performed, subject to FHWA and or FTA concurrence. Costs incurred by the Recipient as a result of a termination by the State may be included in the Recipient's claim for compensation. Costs incurred by the State as a result of a termination by the Recipient may be set off against the Recipient's claim for compensation under the terms of this Agreement or any other Agreement between the State and Recipient until the costs have been fully repaid.

2.3 The Project shall not be sold, assigned or ownership transferred without the consent of the State and FHWA. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, compensation according to termination of this Agreement by the Recipient shall be in effect.

3. Plans and Specifications

3.1 Recipient shall prepare, or have prepared, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for the State's review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria; the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the current New Jersey Department of Transportation Standard Specification for Road and Bridge Construction as amended for Federal Aid. The Recipient shall notify the State in writing of any deviation from the State standards. If there is a deviation from the standards, the Recipient shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in the Agreement. If the design cannot conform to the minimum standards as set forth, a design exception will be required. The State shall notify Recipient when the project is acceptable for bidding.

3.2 Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

3.3 The Recipient shall designate a resident engineer who shall be empowered to represent the Recipient in connection with the administration of the Project, and shall be responsible for the monitoring and inspection of all work performed by its contractors.

4. Project Work

4.1 Recipient shall use its best efforts to complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.

4.2 Recipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to Project Work.

4.3 The Recipient shall not proceed with any Project work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all project costs incurred by the Recipient prior to FHWA authorization of any Project phase shall be non-participating by the State and FHWA.

4.4 Recipient shall solicit bids for the work in accordance with all federal and state laws, rules and

regulations applicable to public bidding. Upon receipt of bids from responsible contractors, Recipient shall select the contractor submitting the lowest responsive bid and shall furnish the name of such contractor to the State for concurrence. Recipient agrees not to contract with any contractor to whom the State or the Federal Highway Administration ("FHWA") has made a reasonable and timely objection. Professional services should be competitively selected based upon qualifications.

4.5 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual Project costs and for no other purpose. Recipient agrees that it shall provide to the State and the FHWA such documentation as will enable the State and the FHWA to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.

4.6 Upon written request of the State, the Recipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds.

4.7 When Recipient considers the Project to be finally complete, Recipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The New Jersey Department of Transportation, Division of Local Aid and Economic Development will monitor maintenance of completed Project by the Recipient. Failure to maintain Project will result in the withholding of funds payable to the Recipient on other State funded programs.

5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

- (a) General Comprehensive Liability Insurance in the minimum amount of \$1,000,000 combined single limit plus \$1,000,000 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic unamended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.
- (b) Automobile Liability Insurance in the minimum amount of \$1,000,000.
- (c) Workers Compensation Insurance in the amount required by law.

5.2 A copy of each insurance policy shall be made available to the State upon request.

5.3 The RECIPIENT shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.

5.4 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the

State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

6. Disbursement of Project Fund

6.1 (a) The State shall disburse monies from the Project Fund to Recipient in order to reimburse costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate attached to this Agreement and outlined below will be eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund. The Recipient shall reimburse the Consultant/Contractor for allowable expenses after the receipt of properly prepared payment vouchers.

6.1 (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed **\$698,693.00**, with an approved budget as follows:

Federal Project #	Project Sponsor	Contract	Sponsor In-House	Total	Date Authorized	Date for Completion
STP-4024(101)Con	Gloucester County	\$698,693.00	\$ 0.00	\$698,693.00	9/18/2012	12/31/2015

6.2 (a) Recipient shall prepare and submit payment vouchers for payment for approval by the State. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly. The payment vouchers for payment shall state, with proper documentation, the amounts due Recipient for actual allowable costs incurred in connection with the Project. The Recipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

(b) Progress Reports will accompany all vouchers for payment and shall include:

- A narrative description of work performed during the calendar month and any difficulties or delays encountered;
- A comparison of actual accomplishments to the goals established for the period;
- A comparison, by tasks, of costs incurred with amounts budgeted, and;
- A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- Copies of federal contract compliance documents as completed for the voucher payment period by the resident engineer that is designated by the Recipient, a complete set of which shall be furnished by State staff at kickoff and or preconstruction meetings.

(c) The State shall review and verify such payment vouchers for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum Project approved budget **\$698,693.00** stated in this Agreement for satisfactorily completing the Project.

(d) "Actual allowable costs" and "direct and indirect costs" will be determined by the STATE based on the federal regulations applicable to the RECIPIENT:

Cost principles for State & Local Governments – OMB Circular A-87
Cost Principles for Nonprofit Organizations - OMB Circular A-122
Commercial Entities - FAR Subpart 31.2

(e) The administrative requirements include:

Grants and Cooperative Agreements with State & Local Governments - OMB Circular A-102
Uniform Administrative Requirements for Grants and Other Agreements with Institutions of
Higher Education, Hospitals and Other Non-profit Organizations - OMB Circular A-110

6.3 (a) The State shall make partial payments to the Recipient toward the Fixed Price of each Project work assignment upon the receipt of properly drawn monthly or quarterly payment vouchers for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a disagreement between the State and the Recipient concerning the percentage of work completed during any given period that dispute shall be resolved in accordance with Paragraph 20.3 of this Agreement.

(b) The Sponsor may submit vouchers for reimbursement totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. The Sponsor shall submit a final payment voucher, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the project by the Department of Transportation.

6.4 (a) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient. The Recipient shall remain responsible for satisfactory performance of all work.

(b) The Recipient will be paid a Fixed Price for the work of each contractor and consultant. The Fixed Price shall be considered full compensation for all costs incurred by the Recipient relative to the work performed by each contractor and consultant. Payment of the Fixed Price shall be made on monthly or quarterly payment vouchers submitted by the Recipient based upon the percentage of the contracted work completed as shown in the Recipient's monthly progress reports.

(c) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Section 6.2 above and the requirements of Section 8 below by placing equivalent provisions in their contracts.

7. Audit Requirements

7.1 The Recipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB Circular Letter A-133, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Recipient is to contract with a commercial organization they must follow 48 CFR Part 31, Subpart 31.2, "Contracts with Commercial Organizations." The Recipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

7.2 The State, and the FHWA, or their agents, shall be entitled to perform an audit at the following times:

(a) At any time during the performance of work set forth in this Agreement.

(b) During a period of up to three (3) years after either the date of payment of the

applicable Final Invoice or a date mutually agreed to by the parties.

7.3 This agreement may be funded in whole or in part with funding provided under the American Recovery and Reinvestment Act of 2009 (ARRA). The Recipient is responsible for complying with the applicable provisions of the ARRA which are incorporated herein by reference.

Section 902 of ARRA requires that the U.S. Comptroller General has the authority to:

1. Examine records of the Recipient or its subconsultant, or State or local government agency administering such contract that directly pertain to, and involve transactions relating to, the Contract or subcontract.
2. Interview officers or employees of the Recipient or its subconsultant, or of State or local government agency administering the Contract, regarding such transactions.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the U.S. Comptroller General.

Section 1515(a) of the ARRA requires that the Inspector General has the authority to:

1. Examine records of the Recipient or its subconsultants
2. Interview the Recipient's or its subconsultants's employees or officers working on this Contract.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the Inspector General.

7.4 The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:

- In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.
- In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon is practicable.

(a) The Recipient shall include in the Final Invoice the following release clause:

"In consideration of the requested payment of this Final Invoice, the (Recipient) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement"

(b) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

8. Inspections

Recipient shall permit the State and FHWA, or any authorized representative of either of them, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress;

labor performed and materials furnished in connection with the Project as well as Recipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Recipient shall supply such reports and information as the State or FHWA shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Recipient for a period of three years after final payment is received from the State.

9. Indemnification

Recipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Recipient prompt notice thereof. If Recipient shall be required to defend in any action or proceeding pursuant to this Section 6 to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Recipient in respect to the claim or matter in question.

10. Abandonment of Project

It is understood and agreed by and between the parties hereto that Recipient shall complete the Project to provide a safe and usable unit and shall not be entitled to abandon the Project. If the Recipient abandons the project during any phase (planning, design, construction, etc.) all funds expended by the State and the FHWA, will be reimbursed by the Recipient to said parties.

11. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Recipient or the State with respect to any of the covenants or conditions of this Agreement.

12. Equal Opportunity

12.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the United States Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(a) The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity 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 age, race, creed, color, national origin, ancestry, marital status or sex;

(c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity 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 agrees to attempt in good faith to employ minority and female workers consistent with applicable City employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(g) The contractor or subcontractor 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 decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(h) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

12.2 Recipient agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

12.3 Recipient also agrees:

(a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.

(b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.

(c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts

pursuant to the Executive Order.

(d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

12.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this Agreement in whole or in part;
- (b) Refrain from extending any further assistance to Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and
- (c) Initiate appropriate legal proceedings.

13. Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

- (a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.
- (b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.
- (c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

14. Disadvantaged Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:

- (a) "Policy. It is the policy of the United States Department of Transportation that emerging small business enterprises (ESBE's), as they are defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. NJDOT's ESBE program runs concurrently with the Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses on federally-funded projects. Consequently, all applicable requirements of 49 CFR Part 26 shall apply to this agreement.
- (b) Obligation. The contractor agrees to ensure that ESBE's, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of 49 CFR Part 26 to ensure that ESBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion,

age, or sex, as provided in Federal and state law, in the award and performance of DOT-assisted contracts."

15. No Oral Modifications

(1) This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(2) The Recipient shall request approval by the State of any task or line item budget revision deemed necessary to carry out the project in this Agreement. This request shall be submitted in writing by the Recipient to the State. If approved by the State and the applicable Federal funding agency, the State shall provide written authorization to Recipient to proceed with the revision.

16. Notices and Demands

16.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

16.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

Michael Russo
Director
Division of Local Aid and Economic Development
State of New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, New Jersey 08625

Or the designated District Office, Bureau of Local Aid, serving the area of the Recipient:

District 1 –
Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
Phone: (973) 770-5070/5068
Fax: (973) 770-5172
Morris, Passaic,
Sussex and Warren

District 2 –
153 Halsey Street - 5th floor
Newark, NJ 07102
Phone: (973) 877-1500
Fax: (973) 877-1556
Bergen, Essex, Hudson,
and Union

District 3 –
PO Box 600
Trenton, NJ 08625-0600
Phone: (732) 625-4290
Fax: (732) 625-4292
Hunterdon, Mercer, Middlesex,
Monmouth, Ocean and Somerset

District 4 –
1 Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, NJ 08002
Phone: (856) 486-6618
Fax (856) 486-6771
Atlantic, Burlington, Camden, CapeMay,
Cumberland, Gloucester, and Salem

Excepting Legal Notices
Telephone: (856) 486-6618
Fax: (856) 486-6771

If to Recipient:

Vincent Voltaggio
(Engineer)
Gloucester County
Clayton Complex Offices of Government Services
1200 N. Delsea Drive
Clayton, NJ 08312-1000

17. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

18. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

19. Subject to FHWA Regulations

(1) Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

(2) Section 319 of the FY 1990 Department of the Interior and Related Agencies Appropriations Act, Public Law 101-121, contains a prohibition on the use of appropriated funds for "influencing or attempting to influence" Federal officials in connection with grants, contracts or cooperative agreements. The new law became effective December 23, 1989 and contains two specific requirements that prospective FTD or FHWA contractors must be aware of and comply with prior to execution of this Agreement in order to remain eligible for Federal funds.

20. Entire Agreement; Counterparts; Disputes

20.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

20.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

20.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

21. APPENDIX A - Regulations of the Department of Transportation relative to nondiscrimination in federally assisted Projects of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) attached hereto are made a part of this Agreement.

22. APPENDIX B - Certification of Restrictions on Lobbying is attached hereto and made part of this Agreement in accordance with 31 U.S.C. Sec. 1352 and 40 CFR Part 20. Each Recipient, Consultant and Contractor awarded a contract exceeding \$100,000 shall submit to the State a Disclosure of Lobbying Activity Form-LLL at the end of each calendar quarter in which a reportable event occurs. All completed forms shall be sent to:

New Jersey Department of Transportation
Manager Professional Services
Procurement Division
1035 Parkway Avenue
Trenton, New Jersey 08625

23. APPENDIX C - Certification of Recipient is attached hereto and made a part of this Agreement.
24. APPENDIX D - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.
25. APPENDIX E - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
26. APPENDIX F - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.
27. APPENDIX G - Americans with Disabilities Act is attached hereto and made part of this agreement.
28. APPENDIX H - State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA is attached hereto and made part of this agreement.
29. APPENDIX I - Project Scope of Work
30. APPENDIX J - Project Cost Estimate
31. Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: **CR 610 Clayton-Williamstown Road Resurfacing FY 2012**

Municipality: **Borough of Clayton**

County: **Gloucester**

Fed. Proj. No.: **STP-4024(101)Con**

Agreement No.: **12-DT-BLA-638**

ATTEST/WITNESSED/AFFIX SEAL:

RECIPIENT: **Gloucester County**

Name: **Robert M. Damminger** Date _____
Title: **Freeholder Director**

By: _____ Date _____
Name: **Robert N. DiLella**
Title: **Clerk of the Board**

ATTEST/WITNESSED/AFFIX SEAL:

**NEW JERSEY DEPARTMENT OF
TRANSPORTATION**

Jacqueline Trausi Date _____
Department Secretary,
New Jersey Department of Transportation

By: _____ Date _____
Michael Russo
Director,
Division of Local Aid & Economic
Development

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ATTORNEY GENERAL OF NEW JERSEY

Jeffrey Chiesa

By: _____ Date _____
Deputy Attorney General

APPENDIX A

NONDISCRIMINATION

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. **Compliance with Regulations:** The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

2. **Nondiscrimination:** The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.

4. **Information and Reports:** The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.

(a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or

(b) Cancellation, termination, or suspension of the contract, in whole or in part.

6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.

7. The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR, Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.

8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:

(a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.

(b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.

9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

APPENDIX B

CERTIFICATION OF RESTRICTIONS ON LOBBYING

Robert M. Damminger
I, Freeholder Director
(Name and Title of Grantee Official)

hereby certify on behalf of RECIPIENT, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) 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 subRECIPIENT'S shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.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.

Executed this _____ day of _____, 2_____.

By: _____

Robert M. Damminger
Freeholder Director

APPENDIX C

CERTIFICATION OF RECIPIENT

In executing the Agreement the RECIPIENT'S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as expressly Stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

APPENDIX D

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as expressly Stated in a disclosure letter to the Federal Highway Administration and/or Federal Transportation Administration, U.S. Department of Transportation.

The STATE acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Federal Transportation Administration, in connection with agreements involving participation of FTA Metropolitan Planning (PL) funds, and is subject to applicable State and Federal laws, both criminal and civil.

RECIPIENT

RECIPIENT or its representative

Department of
Transportation
U.S. Department of
Transportation

U.S. Department of
Transportation

U.S. Department of
Transportation

U.S. Department of
Transportation

APPENDIX E

NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

Adopted on the 16th day of December, 1987

APPENDIX F

CERTIFICATION OF RECIPIENT ELIGIBILITY

I, Robert M. Damminger hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of federal or State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

RECIPIENT

Robert N. DiLella
Clerk of the Board

Date: _____

Robert M. Damminger
Freeholder Director

APPENDIX G

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or subconsultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The RECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE'S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the RECIPIENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the RECIPIENT every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the RECIPIENT pursuant to this contract will not relieve the RECIPIENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the RECIPIENT, its agents, servants, employees and subconsultants for any claim which may arise out of their performance of this Agreement. Furthermore, the RECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the RECIPIENT'S obligations assumed in this Agreement; nor shall they be construed to relieve the RECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

APPENDIX H

STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA

The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this Agreement and are binding upon them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

- a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation's Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation's Compliance Officer, advising the labor union or worker's 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.

The notices referred to in paragraphs a and c may be obtained at the preconstruction conference.

RESOLUTION AUTHORIZING THE EXECUTION OF FEDERAL AID AGREEMENT # 12-DT-BLA-637 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR FEDERAL FUNDING IN AN AMOUNT NOT TO EXCEED \$6,490,682.00 FOR CONSTRUCTION AND SAFETY IMPROVEMENTS PHASE 1 (FY-2012) TO EGG HARBOR ROAD FROM HURFFVILLE –CROSS KEYS ROAD (CR654) TO HURFFVILLE-GRENLOCH ROAD (CR635) IN WASHINGTON TOWNSHIP

WHEREAS, the Office of the Gloucester County (hereinafter the “County”) Engineer has recommended that a Federal Aid Agreement be entered into with the New Jersey Department of Transportation (hereinafter “NJDOT”) for the County road improvement project known as “Construction and Safety Improvements Phase 1 (FY-2012) of Egg Harbor Road (CR630) from Hurffville-Cross Keys Road (CR654) to Hurffville-Grenloch Road (CR635) in Washington Township”, #STP- 4048 (106) Con., Engineering Project # 6-01FA (hereinafter the “Project”); and

WHEREAS, the said agreement is referred to as Federal Agreement #12-DT-BLA-637, and is a cost reimbursement agreement with the NJDOT in an amount not to exceed \$6,490,682.00 and

WHEREAS, the Board of the Chosen Freeholders of the County believes that the Project is beneficial to the County and its residents, so that it desires to enter into said agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Federal Aid Agreement referred to hereinabove with the NJDOT is hereby authorized and approved for the Project in the amount not to exceed \$6,490,682.00; and

BE IT FURTHER RESOLVED, that the Freeholder Director, and Clerk of the Board, be and are hereby authorized to execute Federal Aid Agreement #12-DT-BLA-637

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 20, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

Agreement No. 12-DT-BLA-637

Contract ID: 12 70577

Recipient's DUNS No.: 957362247

CFDA Name and Number: Catalog of Federal Domestic Assistance 20.205

Contact Name and Phone Number: Chris Bergeman; (856) 486-6714

FEDERAL AID AGREEMENT

Project: Egg Harbor Road CR 630 Construction, Phase 1(FY 2012)
(Fed. Proj. No.: STP-4048(106)Con)

Municipality: Washington Township

County: Gloucester

This Cost Reimbursement Agreement is made as of the _____ day of _____, by and between the Gloucester County, having its offices at Clayton Complex, Offices of Government Services, 1200 N. Delsea Drive, Clayton, NJ 08312-1000 ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

WITNESSETH:

WHEREAS, Recipient proposes to be the sponsor of a Project eligible for funding pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Recipient funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, Recipient and the State hereby agree as follows:

1. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and Cost Estimate attached to this Agreement.

2. Agreement Contract Term

2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the project is completed and all vouchers have been paid subject to Section 7 below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of 9/18/2012. All such work shall be completed by 12/31/2015, unless either terminated or extended by written authorization of the State.

2.2. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in which case compensation shall be made for the costs of the work actually performed, subject to FHWA and or FTA concurrence. Costs incurred by the Recipient as a result of a termination by the State may be included in the Recipient's claim for compensation. Costs incurred by the State as a result of a termination by the Recipient may be set off against the Recipient's claim for compensation, under the terms of this Agreement or any other Agreement between the State and Recipient, until the costs have been fully repaid.

2.3 The Project shall not be sold, assigned or ownership transferred without the consent of the State and FHWA. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, compensation according to termination of this Agreement by the Recipient shall be in effect.

3. Plans and Specifications

3.1 Recipient shall prepare, or have prepared, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for the State's review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the current New Jersey Department of Transportation Standard Specification for Road and Bridge Construction as amended for Federal Aid. The Recipient shall notify the State in writing of any deviation from the standards. If there is a deviation from the standards, the Recipient shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in the Agreement. If the design cannot conform to the minimum standards as set forth, a design exception will be required. The State shall notify Recipient when the project is acceptable for bidding.

3.2 Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

3.3 The Recipient shall designate a resident engineer who shall be empowered to represent the Recipient in connection with the administration of the Project, and shall be responsible for the monitoring and inspection of all work performed by its contractors.

4. Project Work

4.1 Recipient shall use its best efforts to complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.

4.2 Recipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to Project Work.

4.3 The Recipient shall not proceed with any Project work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all project costs incurred by the Recipient prior to FHWA authorization of any Project phase shall be non-participating by the State and FHWA.

4.4 Recipient shall solicit bids for the work in accordance with all federal and state laws, rules and

regulations applicable to public bidding. Upon receipt of bids from responsible contractors, Recipient shall select the contractor submitting the lowest responsive bid and shall furnish the name of such contractor to the State for concurrence. Recipient agrees not to contract with any contractor to whom the State or the Federal Highway Administration ("FHWA") has made a reasonable and timely objection. Professional services should be competitively selected based upon qualifications.

4.5 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual Project costs and for no other purpose. Recipient agrees that it shall provide to the State and the FHWA such documentation as will enable the State and the FHWA to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.

4.6 Upon written request of the State, the Recipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds.

4.7 When Recipient considers the Project to be finally complete, Recipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The New Jersey Department of Transportation, Division of Local Aid and Economic Development will monitor maintenance of completed Project by the Recipient. Failure to maintain Project will result in the withholding of funds payable to the Recipient on other State funded programs.

5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

(a) General Comprehensive Liability Insurance in the minimum amount of \$1,000,000 combined single limit plus \$1,000,000 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic unamended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.

(b) Automobile Liability Insurance in the minimum amount of \$1,000,000.

(c) Workers Compensation Insurance in the amount required by law.

5.2 A copy of each insurance policy shall be made available to the State upon request.

5.3 The RECIPIENT shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.

5.4 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the

State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

6. Disbursement of Project Fund

6.1 (a) The State shall disburse monies from the Project Fund to Recipient in order to reimburse costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate attached to this Agreement and outlined below will be eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund. The Recipient shall reimburse the Consultant/Contractor for allowable expenses after the receipt of properly prepared payment vouchers.

6.1 (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed **\$6,490,682.00**, with an approved budget as follows:

Federal Project #	Project Sponsor	Contract	Sponsor In-House	Total	Date Authorized	Date for Completion
STP-4048(106)Con	Gloucester County	\$6,490,682.00	\$ 0.00	\$6,490,682.00	9/18/2012	12/31/2015

6.2 (a) Recipient shall prepare and submit payment vouchers for payment for approval by the State. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly. The payment vouchers for payment shall state, with proper documentation, the amounts due Recipient for actual allowable costs incurred in connection with the Project. The Recipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

(b) Progress Reports will accompany all vouchers for payment and shall include:

- A narrative description of work performed during the calendar month and any difficulties or delays encountered;
- A comparison of actual accomplishments to the goals established for the period;
- A comparison, by tasks, of costs incurred with amounts budgeted, and;
- A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- Copies of federal contract compliance documents as completed for the voucher payment period by the resident engineer that is designated by the Recipient, a complete set of which shall be furnished by State staff at kickoff and or preconstruction meetings.

(c) The State shall review and verify such payment vouchers for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum Project approved budget **\$6,490,682.00** stated in this Agreement for satisfactorily completing the Project.

(d) "Actual allowable costs" and "direct and indirect costs" will be determined by the STATE based on the federal regulations applicable to the RECIPIENT:

Cost principles for State & Local Governments – OMB Circular A-87
Cost Principles for Nonprofit Organizations - OMB Circular A-122
Commercial Entities - FAR Subpart 31.2

(e) The administrative requirements include:

Grants and Cooperative Agreements with State & Local Governments – OMB Circular A-102
Uniform Administrative Requirements for Grants and Other Agreements with Institutions of
Higher Education, Hospitals and Other Non-profit Organizations - OMB Circular A-110

- 6.3 (a) The State shall make partial payments to the Recipient toward the Fixed Price of each Project work assignment upon the receipt of properly drawn monthly or quarterly payment vouchers for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a disagreement between the State and the Recipient concerning the percentage of work completed during any given period that dispute shall be resolved in accordance with Paragraph 20.3 of this Agreement.
- (b) The Sponsor may submit vouchers for reimbursement totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. The Sponsor shall submit a final payment voucher, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the project by the Department of Transportation.
- 6.4 (a) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient. The Recipient shall remain responsible for satisfactory performance of all work.
- (b) The Recipient will be paid a Fixed Price for the work of each contractor and consultant. The Fixed Price shall be considered full compensation for all costs incurred by the Recipient relative to the work performed by each contractor and consultant. Payment of the Fixed Price shall be made on monthly or quarterly payment vouchers submitted by the Recipient based upon the percentage of the contracted work completed as shown in the Recipient's monthly progress reports.
- (c) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Section 6.2 above and the requirements of Section 8 below by placing equivalent provisions in their contracts.

7. Audit Requirements

7.1 The Recipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB Circular Letter A-133, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Recipient is to contract with a commercial organization they must follow 48 CFR Part 31, Subpart 31.2, "Contracts with Commercial Organizations." The Recipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

7.2 The State, and the FHWA, or their agents, shall be entitled to perform an audit at the following times:

- (a) At any time during the performance of work set forth in this Agreement.
- (b) During a period of up to three (3) years after either the date of payment of the

applicable Final Invoice or a date mutually agreed to by the parties.

7.3 This agreement may be funded in whole or in part with funding provided under the American Recovery and Reinvestment Act of 2009 (ARRA). The Recipient is responsible for complying with the applicable provisions of the ARRA which are incorporated herein by reference.

Section 902 of ARRA requires that the U.S. Comptroller General has the authority to:

1. Examine records of the Recipient or its subconsultant, or State or local government agency administering such contract that directly pertain to, and involve transactions relating to, the Contract or subcontract.
2. Interview officers or employees of the Recipient or its subconsultant, or of State or local government agency administering the Contract, regarding such transactions.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the U.S. Comptroller General.

Section 1515(a) of the ARRA requires that the Inspector General has the authority to:

1. Examine records of the Recipient or its subconsultants
2. Interview the Recipient's or its subconsultants's employees or officers working on this Contract.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the Inspector General.

7.4 The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:

- In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.
- In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon is practicable.

(a) The Recipient shall include in the Final Invoice the following release clause:

"In consideration of the requested payment of this Final Invoice, the (Recipient) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement"

(b) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

8. Inspections

Recipient shall permit the State and FHWA, or any authorized representative of either of them, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress,

labor performed and materials furnished in connection with the Project as well as Recipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Recipient shall supply such reports and information as the State or FHWA shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Recipient for a period of three years after final payment is received from the State.

9. Indemnification

Recipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Recipient prompt notice thereof. If Recipient shall be required to defend in any action or proceeding pursuant to this Section 6 to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Recipient in respect to the claim or matter in question.

10. Abandonment of Project

It is understood and agreed by and between the parties hereto that Recipient shall complete the Project to provide a safe and usable unit and shall not be entitled to abandon the Project. If the Recipient abandons the project during any phase (planning, design, construction, etc.) all funds expended by the State and the FHWA, will be reimbursed by the Recipient to said parties.

11. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Recipient or the State with respect to any of the covenants or conditions of this Agreement.

12. Equal Opportunity

12.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the United States Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(a) The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity 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 age, race, creed, color, national origin, ancestry, marital status or sex;

(c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity 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 agrees to attempt in good faith to employ minority and female workers consistent with applicable City employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(g) The contractor or subcontractor 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 decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(h) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

12.2 Recipient agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

12.3 Recipient also agrees:

(a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.

(b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.

(c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts

pursuant to the Executive Order.

(d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

12.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this Agreement in whole or in part;
- (b) Refrain from extending any further assistance to Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and
- (c) Initiate appropriate legal proceedings.

13. Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

- (a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.
- (b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate; in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.
- (c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

14. Disadvantaged Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:

- (a) "Policy. It is the policy of the United States Department of Transportation that emerging small business enterprises (ESBE's), as they are defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. NJDOT's ESBE program runs concurrently with the Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses on federally-funded projects. Consequently, all applicable requirements of 49 CFR Part 26 shall apply to this agreement.
- (b) Obligation. The contractor agrees to ensure that ESBE's, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of 49 CFR Part 26 to ensure that ESBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion,

age, or sex, as provided in Federal and state law, in the award and performance of DOT-assisted contracts."

15. No Oral Modifications

(1) This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(2) The Recipient shall request approval by the State of any task or line item budget revision deemed necessary to carry out the project in this Agreement. This request shall be submitted in writing by the Recipient to the State. If approved by the State and the applicable Federal funding agency, the State shall provide written authorization to Recipient to proceed with the revision.

16. Notices and Demands

16.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

16.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

Michael Russo
Director
Division of Local Aid and Economic Development
State of New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, New Jersey 08625

Or the designated District Office, Bureau of Local Aid, serving the area of the Recipient:

District 1 –
Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
Phone: (973) 770-5070/5068
Fax: (973) 770-5172
Morris, Passaic,
Sussex and Warren

District 2 –
153 Halsey Street - 5th floor
Newark, NJ 07102
Phone: (973) 877-1500
Fax: (973) 877-1556
Bergen, Essex, Hudson,
and Union

District 3 -
PO Box 600
Trenton, NJ 08625-0600
Phone: (732) 625-4290
Fax: (732) 625-4292
Hunterdon, Mercer, Middlesex,
Monmouth, Ocean and Somerset

District 4 –
1 Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, NJ 08002
Phone: (856) 486-6618
Fax (856) 486-6771
Atlantic, Burlington, Camden, CapeMay,
Cumberland, Gloucester, and Salem

Excepting Legal Notices

Telephone: (856) 486-6618
Fax: (856) 486-6771

If to Recipient:

Vincent Voltaggio
(Engineer)
Gloucester County
Clayton Complex Offices of Government Services
1200 N. Delsea Drive
Clayton, NJ 08312-1000

17. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

18. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

19. Subject to FHWA Regulations

(1) Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

(2) Section 319 of the FY 1990 Department of the Interior and Related Agencies Appropriations Act, Public Law 101-121, contains a prohibition on the use of appropriated funds for "influencing or attempting to influence" Federal officials in connection with grants, contracts or cooperative agreements. The new law became effective December 23, 1989 and contains two specific requirements that prospective FTD or FHWA contractors must be aware of and comply with prior to execution of this Agreement in order to remain eligible for Federal funds.

20. Entire Agreement; Counterparts; Disputes

20.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

20.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

20.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

21. APPENDIX A - Regulations of the Department of Transportation relative to nondiscrimination in federally assisted Projects of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) attached hereto are made a part of this Agreement.

22. APPENDIX B - Certification of Restrictions on Lobbying is attached hereto and made part of this Agreement in accordance with 31 U.S.C. Sec. 1352 and 40 CFR Part 20. Each Recipient, Consultant and Contractor awarded a contract exceeding \$100,000 shall submit to the State a Disclosure of Lobbying Activity Form-LLL at the end of each calendar quarter in which a reportable event occurs. All completed forms shall be sent to:

New Jersey Department of Transportation
Manager Professional Services
Procurement Division
1035 Parkway Avenue
Trenton, New Jersey 08625

23. APPENDIX C - Certification of Recipient is attached hereto and made a part of this Agreement.

24. APPENDIX D - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.

25. APPENDIX E - NIDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.

26. APPENDIX F - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.

27. APPENDIX G - Americans with Disabilities Act is attached hereto and made part of this agreement.

28. APPENDIX H - State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA is attached hereto and made part of this agreement.

29. APPENDIX I -- Project Scope of Work

30. APPENDIX J -- Project Cost Estimate

31. Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: Egg Harbor Road CR 630 Construction, Phase 1(FY 2012)

Municipality: Washington Township

County: Gloucester

Fed. Proj. No.: STP-4048(106)Con

Agreement No.: 12-DT-BLA-637

ATTEST/WITNESSED/AFFIX SEAL:

RECIPIENT: Gloucester County

Name: Robert M. Damminger
Title: Freeholder Director
Date

By: _____
Name: Robert N. DiLella
Title: Clerk of the Board
Date

ATTEST/WITNESSED/AFFIX SEAL:

NEW JERSEY DEPARTMENT OF
TRANSPORTATION

Jacqueline Trausi
Department Secretary,
New Jersey Department of Transportation
Date

By: _____
Michael Russo
Director,
Division of Local Aid & Economic
Development
Date

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ATTORNEY GENERAL OF NEW JERSEY

Jeffrey Chiesa

By: _____
Deputy Attorney General
Date

APPENDIX A

NONDISCRIMINATION

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. Compliance with Regulations: The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination: The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations; orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
 - (a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.

7. The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR, Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.

8. If at any time following the execution of this Agreement, the RECIPIENT intends to subcontract any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:

(a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.

(b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.

9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

APPENDIX B

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____
(Name and Title of Grantee Official)

hereby certify on behalf of RECIPIENT, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) 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 subRECIPIENT'S shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.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.

Executed this _____ day of _____, 2_____.

By: _____

(Signature and Title of Authorized Official)

APPENDIX C

CERTIFICATION OF RECIPIENT

In executing the Agreement the RECIPIENT'S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as expressly Stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws; both criminal and civil.

APPENDIX D

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as expressly Stated in a disclosure letter to the Federal Highway Administration and/or Federal Transportation Administration, U.S. Department of Transportation.

The STATE acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Federal Transportation Administration, in connection with agreements involving participation of FTA Metropolitan Planning (PL) funds, and is subject to applicable State and Federal laws, both criminal and civil.

APPENDIX E

NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

Adopted on the 16th day of December, 1987

APPENDIX F

CERTIFICATION OF RECIPIENT ELIGIBILITY

I Robert M. Damminger hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of federal or State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

RECIPIENT

Robert N. DiLella
Clerk of the Board

Robert M. Damminger
Freeholder Director

Date: _____

APPENDIX G

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or subconsultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The RECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE'S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the RECIPIENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the RECIPIENT every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the RECIPIENT pursuant to this contract will not relieve the RECIPIENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the RECIPIENT, its agents, servants, employees and subconsultants for any claim which may arise out of their performance of this Agreement. Furthermore, the RECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the RECIPIENT'S obligations assumed in this Agreement, nor shall they be construed to relieve the RECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

APPENDIX H

STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA

The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this Agreement and are binding upon them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

- a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation's Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation's Compliance Officer, advising the labor union or worker's 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.

The notices referred to in paragraphs a and c may be obtained at the preconstruction conference.

BLO

RESOLUTION AUTHORIZING THE EXECUTION OF FEDERAL AID AGREEMENT # 12-DT-BLA-640 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR FEDERAL FUNDING IN AN AMOUNT NOT TO EXCEED \$653,788.00 FOR THE RESURFACING OF, AND SAFETY IMPROVEMENTS TO, CENTER STREET (CR603) FROM CHESTNUT BRANCH BRIDGE TO WOODBURY-GLASSBORO ROAD (CR 553) IN THE TOWNSHIP OF MANTUA

WHEREAS, the Office of the Gloucester County (hereinafter the "County") Engineer has recommended that a Federal Aid Agreement be entered into with the New Jersey Department of Transportation (hereinafter "NJDOT") for the County road improvement project known as "Resurfacing and Safety Improvements to Center Street (CR603) from the Chestnut Branch Bridge to (CR553) Woodbury-Glassboro Road in the Township of Mantua", Federal Project STP-4039 (101), Engineering Project #12-01FA (hereinafter the "Project"); and

WHEREAS, the said agreement is referred to as Federal Agreement #12-DT-BLA-640, and is a cost reimbursement agreement with the NJDOT in an amount not to exceed \$653,788.00; and

WHEREAS, the Board of the Chosen Freeholders of the County believes that the Project is beneficial to the County and its residents, so that it desires to enter into the said agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that that the Federal Aid Agreement referred to hereinabove with the NJDOT is hereby authorized and approved for the Project in an amount not to exceed \$653,788.00; and,

BE IT FURTHER RESOLVED, that the Freeholder Director, and Clerk of the Board, be and are hereby authorized to execute Federal Aid Agreement #12-DT-BLA-640.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 20, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

BLP

Agreement No. 12-DT-BLA-640

Contract ID: 12 70579

Recipient's DUNS No.: 957362247

CFDA Name and Number: Catalog of Federal Domestic Assistance 20.205

Contact Name and Phone Number: Chris Bergeman; (856) 486-6714

FEDERAL AID AGREEMENT

Project: Gloucester County Resurfacing CR 603 Center Street FY 2012
(Fed. Proj. No.: STP-4039(101)Con)

Municipality: Mantua Township

County: Gloucester

This Cost Reimbursement Agreement is made as of the _____ day of _____, by and between the Gloucester County, having its offices at Clayton Complex Offices of Government Services, 1200 N. Delsea Drive, Clayton, NJ 08312-1000 ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

WITNESSETH:

WHEREAS, Recipient proposes to be the sponsor of a Project eligible for funding pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Recipient funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, Recipient and the State hereby agree as follows:

1. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and Cost Estimate attached to this Agreement.

2. Agreement Contract Term

2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the project is completed and all vouchers have been paid subject to Section 7 below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of . All such work shall be completed by 12/31/15, unless either terminated or extended by written authorization of the State.

2.2. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in which case compensation shall be made for the costs of the work actually performed, subject to FHWA and or FTA concurrence. Costs incurred by the Recipient as a result of a termination by the State may be included in the Recipient's claim for compensation. Costs incurred by the State as a result of a termination by the Recipient may be set off against the Recipient's claim for compensation under the terms of this Agreement or any other Agreement between the State and Recipient until the costs have been fully repaid.

2.3 The Project shall not be sold, assigned or ownership transferred without the consent of the State and FHWA. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, compensation according to termination of this Agreement by the Recipient shall be in effect.

3. Plans and Specifications

3.1 Recipient shall prepare, or have prepared, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for the State's review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the current New Jersey Department of Transportation Standard Specification for Road and Bridge Construction as amended for Federal Aid. The Recipient shall notify the State in writing of any deviation from the standards. If there is a deviation from the standards, the Recipient shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in the Agreement. If the design cannot conform to the minimum standards as set forth, a design exception will be required. The State shall notify Recipient when the project is acceptable for bidding.

3.2 Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

3.3 The Recipient shall designate a resident engineer who shall be empowered to represent the Recipient in connection with the administration of the Project, and shall be responsible for the monitoring and inspection of all work performed by its contractors.

4. Project Work

4.1 Recipient shall use its best efforts to complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.

4.2 Recipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to Project Work.

4.3 The Recipient shall not proceed with any Project work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all project costs incurred by the Recipient prior to FHWA authorization of any Project phase shall be non-participating by the State and FHWA.

4.4 Recipient shall solicit bids for the work in accordance with all federal and state laws, rules and regulations applicable to public bidding. Upon receipt of bids from responsible contractors, Recipient

shall select the contractor submitting the lowest responsive bid and shall furnish the name of such contractor to the State for concurrence. Recipient agrees not to contract with any contractor to whom the State or the Federal Highway Administration ("FHWA") has made a reasonable and timely objection. Professional services should be competitively selected based upon qualifications.

4.5 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual Project costs and for no other purpose. Recipient agrees that it shall provide to the State and the FHWA such documentation as will enable the State and the FHWA to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.

4.6 Upon written request of the State, the Recipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds.

4.7 When Recipient considers the Project to be finally complete, Recipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The New Jersey Department of Transportation, Division of Local Aid and Economic Development will monitor maintenance of completed Project by the Recipient. Failure to maintain Project will result in the withholding of funds payable to the Recipient on other State funded programs.

5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

(a) General Comprehensive Liability Insurance in the minimum amount of \$1,000,000 combined single limit plus \$1,000,000 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic unamended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.

(b) Automobile Liability Insurance in the minimum amount of \$1,000,000.

(c) Workers Compensation Insurance in the amount required by law.

5.2 A copy of each insurance policy shall be made available to the State upon request.

5.3 The RECIPIENT shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.

5.4 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or

otherwise in law.

6. Disbursement of Project Fund

6.1 (a) The State shall disburse monies from the Project Fund to Recipient in order to reimburse costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate attached to this Agreement and outlined below will be eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund. The Recipient shall reimburse the Consultant/Contractor for allowable expenses after the receipt of properly prepared payment vouchers.

6.1 (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed , with an approved budget as follows:

Federal Project #	Project Sponsor	Contract	Sponsor In-House	Total	Date Authorized	Date for Completion
STP-4039(101)Con	Gloucester County	\$653,788.00	\$0	\$653,788.00	9/20/12	12/31/15

6.2 (a) Recipient shall prepare and submit payment vouchers for payment for approval by the State. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly. The payment vouchers for payment shall state, with proper documentation, the amounts due Recipient for actual allowable costs incurred in connection with the Project. The Recipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

(b) Progress Reports will accompany all vouchers for payment and shall include:

- A narrative description of work performed during the calendar month and any difficulties or delays encountered;
- A comparison of actual accomplishments to the goals established for the period;
- A comparison, by tasks, of costs incurred with amounts budgeted, and;
- A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- Copies of federal contract compliance documents as completed for the voucher payment period by the resident engineer that is designated by the Recipient, a complete set of which shall be furnished by State staff at kickoff and or preconstruction meetings.

(c) The State shall review and verify such payment vouchers for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum Project approved budget stated in this Agreement for satisfactorily completing the Project.

(d) "Actual allowable costs" and "direct and indirect costs" will be determined by the STATE based on the federal regulations applicable to the RECIPIENT:

Cost principles for State & Local Governments – OMB Circular A-87
Cost Principles for Nonprofit Organizations - OMB Circular A-122
Commercial Entities - FAR Subpart 31.2

(e) The administrative requirements include:

Grants and Cooperative Agreements with State & Local Governments - OMB Circular A-102
Uniform Administrative Requirements for Grants and Other Agreements with Institutions of
Higher Education, Hospitals and Other Non-profit Organizations - OMB Circular A-110

- 6.3 (a) The State shall make partial payments to the Recipient toward the Fixed Price of each Project work assignment upon the receipt of properly drawn monthly or quarterly payment vouchers for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a disagreement between the State and the Recipient concerning the percentage of work completed during any given period that dispute shall be resolved in accordance with Paragraph 20.3 of this Agreement.
- (b) The Sponsor may submit vouchers for reimbursement totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. The Sponsor shall submit a final payment voucher, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the project by the Department of Transportation.
- 6.4 (a) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient. The Recipient shall remain responsible for satisfactory performance of all work.
- (b) The Recipient will be paid a Fixed Price for the work of each contractor and consultant. The Fixed Price shall be considered full compensation for all costs incurred by the Recipient relative to the work performed by each contractor and consultant. Payment of the Fixed Price shall be made on monthly or quarterly payment vouchers submitted by the Recipient based upon the percentage of the contracted work completed as shown in the Recipient's monthly progress reports.
- (c) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Section 6.2 above and the requirements of Section 8 below by placing equivalent provisions in their contracts.

7. Audit Requirements

7.1 The Recipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB Circular Letter A-133, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Recipient is to contract with a commercial organization they must follow 48 CFR Part 31, Subpart 31.2, "Contracts with Commercial Organizations." The Recipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

7.2 The State, and the FHWA, or their agents, shall be entitled to perform an audit at the following times:

- (a) At any time during the performance of work set forth in this Agreement.
- (b) During a period of up to three (3) years after either the date of payment of the applicable Final Invoice or a date mutually agreed to by the parties.

7.3 This agreement may be funded in whole or in part with funding provided under the American Recovery and Reinvestment Act of 2009 (ARRA). The Recipient is responsible for complying with the applicable provisions of the ARRA which are incorporated herein by reference.

Section 902 of ARRA requires that the U.S. Comptroller General has the authority to:

1. Examine records of the Recipient or its subconsultant, or State or local government agency administering such contract that directly pertain to, and involve transactions relating to, the Contract or subcontract.
2. Interview officers or employees of the Recipient or its subconsultant, or of State or local government agency administering the Contract, regarding such transactions.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the U.S. Comptroller General.

Section 1515(a) of the ARRA requires that the Inspector General has the authority to:

1. Examine records of the Recipient or its subconsultants
2. Interview the Recipient's or its subconsultants's employees or officers working on this Contract.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the Inspector General.

7.4 The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:

- In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.
- In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon is practicable.

(a) The Recipient shall include in the Final Invoice the following release clause:

"In consideration of the requested payment of this Final Invoice, the (Recipient) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement"

(b) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

8. Inspections

Recipient shall permit the State and FHWA, or any authorized representative of either of them, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress, labor performed and materials furnished in connection with the Project as well as Recipient's accounts, books and

records, including its receipts, disbursements, contracts and any other matters relating thereto. Recipient shall supply such reports and information as the State or FHWA shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Recipient for a period of three years after final payment is received from the State.

9. Indemnification

Recipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Recipient prompt notice thereof. If Recipient shall be required to defend in any action or proceeding pursuant to this Section 6 to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Recipient in respect to the claim or matter in question.

10. Abandonment of Project

It is understood and agreed by and between the parties hereto that Recipient shall complete the Project to provide a safe and usable unit and shall not be entitled to abandon the Project. If the Recipient abandons the project during any phase (planning, design, construction, etc.) all funds expended by the State and the FHWA, will be reimbursed by the Recipient to said parties.

11. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Recipient or the State with respect to any of the covenants or conditions of this Agreement.

12. Equal Opportunity

12.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the United States Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(a) The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity 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 age, race, creed, color,

national origin, ancestry, marital status or sex;

(c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity 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 agrees to attempt in good faith to employ minority and female workers consistent with applicable City employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(g) The contractor or subcontractor 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 decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(h) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

12.2 Recipient agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

12.3 Recipient also agrees:

(a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.

(b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.

(c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

12.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this Agreement in whole or in part;
- (b) Refrain from extending any further assistance to Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and
- (c) Initiate appropriate legal proceedings.

13. Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further, Recipient agrees that:

- (a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material; and, in adapted form, in all proposals for negotiated agreements.
- (b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate; in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.
- (c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

14. Disadvantaged Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:

- (a) "Policy. It is the policy of the United States Department of Transportation that emerging small business enterprises (ESBE's), as they are defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. NJDOT's ESBE program runs concurrently with the Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses on federally-funded projects. Consequently, all applicable requirements of 49 CFR Part 26 shall apply to this agreement.
- (b) Obligation. The contractor agrees to ensure that ESBE's, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of 49 CFR Part 26 to ensure that ESBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion, age, or sex, as provided in Federal and state law, in the award and performance of DOT-assisted

contracts."

15. No Oral Modifications

(1) This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(2) The Recipient shall request approval by the State of any task or line item budget revision deemed necessary to carry out the project in this Agreement. This request shall be submitted in writing by the Recipient to the State. If approved by the State and the applicable Federal funding agency, the State shall provide written authorization to Recipient to proceed with the revision.

16. Notices and Demands

16.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

16.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

Michael Russo
Director
Division of Local Aid and Economic Development
State of New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, New Jersey 08625

Or the designated District Office, Bureau of Local Aid, serving the area of the Recipient:

District 1 –
Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
Phone: (973) 770-5070/5068
Fax: (973) 770-5172
Morris, Passaic,
Sussex and Warren

District 2 –
153 Halsey Street - 5th floor
Newark, NJ 07102
Phone: (973) 877-1500
Fax: (973) 877-1556
Bergen, Essex, Hudson,
and Union

District 3 -
PO Box 600
Trenton, NJ 08625-0600
Phone: (732) 625-4290
Fax: (732) 625-4292
Hunterdon, Mercer, Middlesex,
Monmouth, Ocean and Somerset

District 4 –
1 Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, NJ 08002
Phone: (856) 486-6618
Fax (856) 486-6771
Atlantic, Burlington, Camden, CapeMay,
Cumberland, Gloucester, and Salem

Excepting Legal Notices
Telephone: (856) 486-6618
Fax: (856) 486-6771

If to Recipient:

Vincent Voltaggio
(Engineer)
Gloucester County
Clayton Complex Offices of Government Services
1200 N. Delsea Drive
Clayton, NJ 08312-1000

17. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

18. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

19. Subject to FHWA Regulations

(1) Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

(2) Section 319 of the FY 1990 Department of the Interior and Related Agencies Appropriations Act, Public Law 101-121, contains a prohibition on the use of appropriated funds for "influencing or attempting to influence" Federal officials in connection with grants, contracts or cooperative agreements. The new law became effective December 23, 1989 and contains two specific requirements that prospective FTD or FHWA contractors must be aware of and comply with prior to execution of this Agreement in order to remain eligible for Federal funds.

20. Entire Agreement; Counterparts; Disputes

20.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

20.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

20.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

21. APPENDIX A - Regulations of the Department of Transportation relative to nondiscrimination in federally assisted Projects of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) attached hereto are made a part of this Agreement.

22. APPENDIX B - Certification of Restrictions on Lobbying is attached hereto and made part of this Agreement in accordance with 31 U.S.C. Sec. 1352 and 40 CFR Part 20. Each Recipient, Consultant and Contractor awarded a contract exceeding \$100,000 shall submit to the State a Disclosure of Lobbying Activity Form-LLL at the end of each calendar quarter in which a reportable event occurs. All completed forms shall be sent to:
- New Jersey Department of Transportation
 Manager Professional Services
 Procurement Division
 1035 Parkway Avenue
 Trenton, New Jersey 08625
23. APPENDIX C - Certification of Recipient is attached hereto and made a part of this Agreement.
24. APPENDIX D - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.
25. APPENDIX E - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
26. APPENDIX F - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.
27. APPENDIX G - Americans with Disabilities Act is attached hereto and made part of this agreement.
28. APPENDIX H - State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA IS; attached hereto and made part of this agreement.
29. APPENDIX I -- Project Scope of Work
30. APPENDIX J -- Project Cost Estimate
31. Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: Gloucester County Resurfacing CR 603 Center Street FY 2012

Municipality: Mantua Township

County: Gloucester

Fed. Proj. No.: STP-4039(101)Con

Agreement No.: 12-DT-BLA-640

ATTEST/WITNESSED/AFFIX SEAL:

RECIPIENT: Gloucester County

Name: Robert M. Damminger
Title: Freeholder Director

Date

By:

Name: Robert N. DiLella
Title: Clerk of the Board

Date

ATTEST/WITNESSED/AFFIX SEAL:

NEW JERSEY DEPARTMENT OF
TRANSPORTATION

Jacqueline Trausi
Department Secretary,
New Jersey Department of Transportation

Date

By:

Michael Russo
Director,
Division of Local Aid & Economic
Development

Date

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ATTORNEY GENERAL OF NEW JERSEY

Jeffrey Chiesa

By: Deputy Attorney General

Date

APPENDIX A

NONDISCRIMINATION

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. Compliance with Regulations: The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination: The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
 - (a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.

7. The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR, Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.

8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:

(a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.

(b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.

9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

APPENDIX B

CERTIFICATION OF RESTRICTIONS ON LOBBYING

Robert M. Damminger
Freeholder Director

(Name and Title of Grantee Official)

hereby certify on behalf of RECIPIENT, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) 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 subRECIPIENT'S shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. 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.

Executed this _____ day of _____, 2_____.

By: _____

Robert M. Damminger
Freeholder Director

APPENDIX C

CERTIFICATION OF RECIPIENT

In executing the Agreement the RECIPIENT'S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as expressly Stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

APPENDIX D

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as expressly Stated in a disclosure letter to the Federal Highway Administration and/or Federal Transportation Administration, U.S. Department of Transportation.

The STATE acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Federal Transportation Administration, in connection with agreements involving participation of FTA Metropolitan Planning (PL) funds, and is subject to applicable State and Federal laws, both criminal and civil.

APPENDIX E

NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

Adopted on the 16th day of December, 1987

APPENDIX F

CERTIFICATION OF RECIPIENT ELIGIBILITY

I, Robert M. Damminger hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of federal or State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

RECIPIENT

Robert N. DiLella
Clerk of the Board

Robert M. Damminger
Freeholder Director

Date: _____

APPENDIX G

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or subconsultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The RECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE'S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the RECIPIENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the RECIPIENT every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the RECIPIENT pursuant to this contract will not relieve the RECIPIENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the RECIPIENT, its agents, servants, employees and subconsultants for any claim which may arise out of their performance of this Agreement. Furthermore, the RECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the RECIPIENT'S obligations assumed in this Agreement; nor shall they be construed to relieve the RECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

APPENDIX H

STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA

The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq (P.L. 1975, c. 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this Agreement and are binding upon them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

- a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation's Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation's Compliance Officer, advising the labor union or worker's 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.

The notices referred to in paragraphs a and c may be obtained at the preconstruction conference.

RESOLUTION AUTHORIZING THE EXECUTION OF FEDERAL AID AGREEMENT # 12-DT-BLA-639 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR FEDERAL FUNDING IN AN AMOUNT NOT TO EXCEED \$500,000.00 FOR GLOUCESTER COUNTY ROADWAY SAFETY IMPROVEMENTS 2012 FOR VARIOUS MUNICIPALITIES, FEDERAL PROJECT # STP-C00S (339), ENGINEERING PROJECT #12-04FA

WHEREAS, the Office of the Gloucester County (hereinafter the "County") Engineer has recommended that a Federal Aid Agreement be entered into with the New Jersey Department of Transportation (hereinafter "NJDOT") for the County road improvement project known as "County Roadway Safety Improvements 2012 for Various Municipalities", Federal Project #STP-C00S (339), Engineering Project # 12-04FA; and

WHEREAS, the said agreement is referred to as Federal Aid Agreement #12-DT-BLA-639, and is a cost reimbursement agreement with the NJDOT in an amount not to exceed \$500,000.00; and

WHEREAS, the Board of the Chosen Freeholders of the County believes that the Project is beneficial to the County, and its residents, so that it desires to enter into said agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Federal Aid Agreement referred to hereinabove with the NJDOT is hereby authorized and approved for the Project in the amount not to exceed \$500,000.00; and

BE IT FURTHER RESOLVED, that the Freeholder Director, and Clerk of the Board, be and are hereby authorized to execute Federal Aid Agreement #12-DT-BLA-639.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 20, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

B7

Agreement No. 12-DT-BLA-639

Contract ID: 12 70589

Recipient's DUNS No.: 957362247

CFDA Name and Number: Catalog of Federal Domestic Assistance 20.205

Contact Name and Phone Number: Art San Jose; (856) 486-6713

FEDERAL AID AGREEMENT

Project: Gloucester County Roadway Safety Improvements 2012

(Fed. Proj. No.: STP-C00S(339)) FAP-2012-DCBA-01901

Municipality: Various Municipalities

County: Gloucester

This Cost Reimbursement Agreement is made as of the _____ day of _____, by and between the Gloucester County, having its offices at Clayton Complex Offices of Government Services, 1200 N. Delsea Drive, Clayton, NJ 08312-1000 ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

WITNESSETH:

WHEREAS, Recipient proposes to be the sponsor of a Project eligible for funding pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Recipient funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, Recipient and the State hereby agree as follows:

1. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and Cost Estimate attached to this Agreement.

2. Agreement Contract Term

2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the project is completed and all vouchers have been paid subject to Section 7 below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of . All such work shall be completed by , unless either terminated or extended by written authorization of the State

2.2. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in which case compensation shall be made for the costs of the work actually performed, subject to FHWA and or FTA concurrence. Costs incurred by the Recipient as a result of a termination by the State may be included in the Recipient's claim for compensation. Costs incurred by the State as a result of a termination by the Recipient may be set off against the Recipient's claim for compensation under the terms of this Agreement or any other Agreement between the State and Recipient until the costs have been fully repaid.

2.3 The Project shall not be sold, assigned or ownership transferred without the consent of the State and FHWA. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, compensation according to termination of this Agreement by the Recipient shall be in effect.

3. Plans and Specifications

3.1 Recipient shall prepare, or have prepared, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for the State's review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the current New Jersey Department of Transportation Standard Specification for Road and Bridge Construction as amended for Federal Aid. The Recipient shall notify the State in writing of any deviation from the standards. If there is a deviation from the standards, the Recipient shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in the Agreement. If the design cannot conform to the minimum standards as set forth, a design exception will be required. The State shall notify Recipient when the project is acceptable for bidding.

3.2 Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

3.3 The Recipient shall designate a resident engineer who shall be empowered to represent the Recipient in connection with the administration of the Project, and shall be responsible for the monitoring and inspection of all work performed by its contractors.

4. Project Work

4.1 Recipient shall use its best efforts to complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.

4.2 Recipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to Project Work.

4.3 The Recipient shall not proceed with any Project work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all project costs incurred by the Recipient prior to FHWA authorization of any Project phase shall be non-participating by the State and FHWA.

4.4 Recipient shall solicit bids for the work in accordance with all federal and state laws, rules and regulations applicable to public bidding. Upon receipt of bids from responsible contractors, Recipient

shall select the contractor submitting the lowest responsive bid and shall furnish the name of such contractor to the State for concurrence. Recipient agrees not to contract with any contractor to whom the State or the Federal Highway Administration ("FHWA") has made a reasonable and timely objection. Professional services should be competitively selected based upon qualifications.

4.5 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual Project costs and for no other purpose. Recipient agrees that it shall provide to the State and the FHWA such documentation as will enable the State and the FHWA to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.

4.6 Upon written request of the State, the Recipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds.

4.7 When Recipient considers the Project to be finally complete, Recipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The New Jersey Department of Transportation, Division of Local Aid and Economic Development will monitor maintenance of completed Project by the Recipient. Failure to maintain Project will result in the withholding of funds payable to the Recipient on other State funded programs.

5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

(a) General Comprehensive Liability Insurance in the minimum amount of \$1,000,000 combined single limit plus \$1,000,000 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic unamended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.

(b) Automobile Liability Insurance in the minimum amount of \$1,000,000.

(c) Workers Compensation Insurance in the amount required by law.

5.2 A copy of each insurance policy shall be made available to the State upon request.

5.3 The RECIPIENT shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.

5.4 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or

otherwise in law.

6. Disbursement of Project Fund

6.1 (a) The State shall disburse monies from the Project Fund to Recipient in order to reimburse costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate attached to this Agreement and outlined below will be eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund. The Recipient shall reimburse the Consultant/Contractor for allowable expenses after the receipt of properly prepared payment vouchers.

6.1 (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed , with an approved budget as follows:

Federal Project #	Project Sponsor	Contract	Sponsor In-House	Total	Date Authorized	Date for Completion
STP-C00S(339)	Gloucester County	\$500,000.00	\$0	\$500,000.00	9/18/12	12/31/15

6.2 (a) Recipient shall prepare and submit payment vouchers for payment for approval by the State. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly. The payment vouchers for payment shall state, with proper documentation, the amounts due Recipient for actual allowable costs incurred in connection with the Project. The Recipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

(b) Progress Reports will accompany all vouchers for payment and shall include:

- A narrative description of work performed during the calendar month and any difficulties or delays encountered;
- A comparison of actual accomplishments to the goals established for the period;
- A comparison, by tasks, of costs incurred with amounts budgeted, and;
- A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- Copies of federal contract compliance documents as completed for the voucher payment period by the resident engineer that is designated by the Recipient, a complete set of which shall be furnished by State staff at kickoff and or preconstruction meetings.

(c) The State shall review and verify such payment vouchers for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum Project approved budget stated in this Agreement for satisfactorily completing the Project.

(d) "Actual allowable costs" and "direct and indirect costs" will be determined by the STATE based on the federal regulations applicable to the RECIPIENT:

Cost principles for State & Local Governments – OMB Circular A-87
Cost Principles for Nonprofit Organizations - OMB Circular A-122
Commercial Entities - FAR Subpart 31.2

(e) The administrative requirements include:

Grants and Cooperative Agreements with State & Local Governments - OMB Circular A-102
Uniform Administrative Requirements for Grants and Other Agreements with Institutions of
Higher Education, Hospitals and Other Non-profit Organizations - OMB Circular A-110

6.3 (a) The State shall make partial payments to the Recipient toward the Fixed Price of each Project work assignment upon the receipt of properly drawn monthly or quarterly payment vouchers for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a disagreement between the State and the Recipient concerning the percentage of work completed during any given period that dispute shall be resolved in accordance with Paragraph 20.3 of this Agreement.

(b) The Sponsor may submit vouchers for reimbursement totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. The Sponsor shall submit a final payment voucher, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the project by the Department of Transportation.

6.4 (a) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient. The Recipient shall remain responsible for satisfactory performance of all work.

(b) The Recipient will be paid a Fixed Price for the work of each contractor and consultant. The Fixed Price shall be considered full compensation for all costs incurred by the Recipient relative to the work performed by each contractor and consultant. Payment of the Fixed Price shall be made on monthly or quarterly payment vouchers submitted by the Recipient based upon the percentage of the contracted work completed as shown in the Recipient's monthly progress reports.

(c) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Section 6.2 above and the requirements of Section 8 below by placing equivalent provisions in their contracts.

7. Audit Requirements

7.1 The Recipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB Circular Letter A-133, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Recipient is to contract with a commercial organization they must follow 48 CFR Part 31, Subpart 31.2, "Contracts with Commercial Organizations." The Recipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

7.2 The State, and the FHWA, or their agents, shall be entitled to perform an audit at the following times:

(a) At any time during the performance of work set forth in this Agreement.

(b) During a period of up to three (3) years after either the date of payment of the applicable Final Invoice or a date mutually agreed to by the parties.

7.3 This agreement may be funded in whole or in part with funding provided under the American Recovery and Reinvestment Act of 2009 (ARRA). The Recipient is responsible for complying with the applicable provisions of the ARRA which are incorporated herein by reference.

Section 902 of ARRA requires that the U.S. Comptroller General has the authority to:

1. Examine records of the Recipient or its subconsultant, or State or local government agency administering such contract that directly pertain to, and involve transactions relating to, the Contract or subcontract.
2. Interview officers or employees of the Recipient or its subconsultant, or of State or local government agency administering the Contract, regarding such transactions.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the U.S. Comptroller General.

Section 1515(a) of the ARRA requires that the Inspector General has the authority to:

1. Examine records of the Recipient or its subconsultants
2. Interview the Recipient's or its subconsultants's employees or officers working on this Contract.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the Inspector General.

7.4 The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:

- In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.
- In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon is practicable.

(a) The Recipient shall include in the Final Invoice the following release clause:

"In consideration of the requested payment of this Final Invoice, the (Recipient) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement"

(b) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

8. Inspections

Recipient shall permit the State and FHWA, or any authorized representative of either of them, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress, labor performed and materials furnished in connection with the Project as well as Recipient's accounts, books and

records, including its receipts, disbursements, contracts and any other matters relating thereto. Recipient shall supply such reports and information as the State or FHWA shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Recipient for a period of three years after final payment is received from the State.

9. Indemnification

Recipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Recipient prompt notice thereof. If Recipient shall be required to defend in any action or proceeding pursuant to this Section 6 to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Recipient in respect to the claim or matter in question.

10. Abandonment of Project

It is understood and agreed by and between the parties hereto that Recipient shall complete the Project to provide a safe and usable unit and shall not be entitled to abandon the Project. If the Recipient abandons the project during any phase (planning, design, construction, etc.) all funds expended by the State and the FHWA, will be reimbursed by the Recipient to said parties.

11. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Recipient or the State with respect to any of the covenants or conditions of this Agreement.

12. Equal Opportunity

12.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the United States Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(a) The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity 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 age, race, creed, color,

national origin, ancestry, marital status or sex;

(c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity 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 agrees to attempt in good faith to employ minority and female workers consistent with applicable City employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(g) The contractor or subcontractor 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 decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(h) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

12.2 Recipient agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

12.3 Recipient also agrees:

(a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.

(b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.

(c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

12.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this Agreement in whole or in part;
- (b) Refrain from extending any further assistance to Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and
- (c) Initiate appropriate legal proceedings.

13. Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

- (a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.
- (b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.
- (c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

14. Disadvantaged Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:

- (a) "Policy. It is the policy of the United States Department of Transportation that emerging small business enterprises (ESBE's), as they are defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. NJDOT's ESBE program runs concurrently with the Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses on federally-funded projects. Consequently, all applicable requirements of 49 CFR Part 26 shall apply to this agreement.
- (b) Obligation. The contractor agrees to ensure that ESBE's, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of 49 CFR Part 26 to ensure that ESBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion, age, or sex, as provided in Federal and state law, in the award and performance of DOT-assisted

contracts."

15. No Oral Modifications

(1) This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(2) The Recipient shall request approval by the State of any task or line item budget revision deemed necessary to carry out the project in this Agreement. This request shall be submitted in writing by the Recipient to the State. If approved by the State and the applicable Federal funding agency, the State shall provide written authorization to Recipient to proceed with the revision.

16. Notices and Demands

16.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

16.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

Michael Russo
Director
Division of Local Aid and Economic Development
State of New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, New Jersey 08625

Or the designated District Office, Bureau of Local Aid, serving the area of the Recipient:

District 1 –
Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
Phone: (973) 770-5070/5068
Fax: (973) 770-5172
Morris, Passaic,
Sussex and Warren

District 2 –
153 Halsey Street - 5th floor
Newark, NJ 07102
Phone: (973) 877-1500
Fax: (973) 877-1556
Bergen, Essex, Hudson,
and Union

District 3 -
PO Box 600
Trenton, NJ 08625-0600
Phone: (732) 625-4290
Fax: (732) 625-4292
Hunterdon, Mercer, Middlesex,
Monmouth, Ocean and Somerset

District 4 –
1 Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, NJ 08002
Phone: (856) 486-6618
Fax (856) 486-6771
Atlantic, Burlington, Camden, CapeMay,
Cumberland, Gloucester, and Salem

Excepting Legal Notices
Telephone: (856) 486-6618
Fax: (856) 486-6771

If to Recipient:

Vincent Voltaggio
(Engineer)
Gloucester County
Clayton Complex Offices of Government Services
1200 N. Delsea Drive
Clayton, NJ 08312-1000

17. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

18. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

19. Subject to FHWA Regulations

(1) Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

(2) Section 319 of the FY 1990 Department of the Interior and Related Agencies Appropriations Act, Public Law 101-121, contains a prohibition on the use of appropriated funds for "influencing or attempting to influence" Federal officials in connection with grants, contracts or cooperative agreements. The new law became effective December 23, 1989 and contains two specific requirements that prospective FTD or FHWA contractors must be aware of and comply with prior to execution of this Agreement in order to remain eligible for Federal funds.

20. Entire Agreement; Counterparts; Disputes

20.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

20.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

20.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

21. APPENDIX A - Regulations of the Department of Transportation relative to nondiscrimination in federally assisted Projects of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) attached hereto are made a part of this Agreement.

22. APPENDIX B - Certification of Restrictions on Lobbying is attached hereto and made part of this Agreement in accordance with 31 U.S.C. Sec. 1352 and 40 CFR Part 20. Each Recipient, Consultant and Contractor awarded a contract exceeding \$100,000 shall submit to the State a Disclosure of Lobbying Activity Form-LLL at the end of each calendar quarter in which a reportable event occurs. All completed forms shall be sent to:

New Jersey Department of Transportation
Manager Professional Services
Procurement Division
1035 Parkway Avenue
Trenton, New Jersey 08625

23. APPENDIX C - Certification of Recipient is attached hereto and made a part of this Agreement.
24. APPENDIX D - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.
25. APPENDIX E - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
26. APPENDIX F - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.
27. APPENDIX G - Americans with Disabilities Act is attached hereto and made part of this agreement.
28. APPENDIX H - State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA is attached hereto and made part of this agreement.
29. APPENDIX I - Project Scope of Work
30. APPENDIX J - Project Cost Estimate
31. Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: Gloucester County Roadway Safety Improvements 2012

Municipality: Various Municipalities

County: Gloucester

Fed. Proj. No.: STP-C00S(339)

Agreement No.: 12-DT-BLA-639

ATTEST/WITNESSED/AFFIX SEAL:

RECIPIENT: Gloucester County

Name: Robert M. Damminger
Title: Freeholder Director
Date

By: _____
Name: Robert N. DiLella
Title: Clerk of the Board
Date

ATTEST/WITNESSED/AFFIX SEAL:

NEW JERSEY DEPARTMENT OF
TRANSPORTATION

Jacqueline Trausi
Department Secretary,
New Jersey Department of Transportation
Date

By: _____
Michael Russo
Director,
Division of Local Aid & Economic
Development
Date

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ATTORNEY GENERAL OF NEW JERSEY

Jeffrey Chiesa

By: _____
Deputy Attorney General
Date

APPENDIX A

NONDISCRIMINATION

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. Compliance with Regulations: The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination: The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
 - (a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.

7. The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR, Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.

8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:

(a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.

(b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.

9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

APPENDIX B

CERTIFICATION OF RESTRICTIONS ON LOBBYING

Robert M. Damminger
I, Freeholder Director
(Name and Title of Grantee Official)

hereby certify on behalf of RECIPIENT, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) 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 subRECIPIENT'S shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.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.

Executed this _____ day of _____, 2____.

By: _____

Robert M. Damminger
Freeholder Director

APPENDIX C

CERTIFICATION OF RECIPIENT

In executing the Agreement the RECIPIENT'S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.
- 2, agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as expressly Stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

APPENDIX D

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as expressly Stated in a disclosure letter to the Federal Highway Administration and/or Federal Transportation Administration, U.S. Department of Transportation.

The STATE acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Federal Transportation Administration, in connection with agreements involving participation of FTA Metropolitan Planning (PL) funds, and is subject to applicable State and Federal laws, both criminal and civil.

APPENDIX E

NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

Adopted on the 16th day of December, 1987

APPENDIX F

CERTIFICATION OF RECIPIENT ELIGIBILITY

I, Robert M. Damminger hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of federal or State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

RECIPIENT

Robert N. DiLella
Clerk of the Board

Date: _____

Robert M. Damminger
Freeholder Director

APPENDIX G

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or subconsultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The RECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE'S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the RECIPIENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the RECIPIENT every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the RECIPIENT pursuant to this contract will not relieve the RECIPIENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the RECIPIENT, its agents, servants, employees and subconsultants for any claim which may arise out of their performance of this Agreement. Furthermore, the RECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the RECIPIENT'S obligations assumed in this Agreement, nor shall they be construed to relieve the RECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

APPENDIX H

STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA

The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this Agreement and are binding upon them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

- a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation's Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation's Compliance Officer, advising the labor union or worker's 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.

The notices referred to in paragraphs a and c may be obtained at the preconstruction conference.

B8

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
MODIFICATION #2 TO FEDERAL AID AGREEMENT #09-DT-BLA-510 WITH THE NEW
JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING IN THE
AMOUNT OF \$48,423.00 IN REGARD TO FEDERAL PROJECT #FS-4037 (107),
ENGINEERING PROJECT #08-11FA**

WHEREAS, the Board of Chosen Freeholders adopted a Resolution on April 21, 2009 authorizing the execution of Federal Aid Agreement # 09-DT-BLA-510 in the total amount of \$536,973.00 with the NJ Department of Transportation (hereinafter "NJDOT") for the County road improvement project known as the "Resurfacing and Safety Improvements to Woodbury-Glassboro Road (CR553) in the Borough of Pitman"; Federal Project # FS-4037 (107), Engineering Project #08-11FA (hereinafter the "Agreement"); and

WHEREAS, a first modification to the Agreement to decrease the total amount of same by \$128,478.00, resulting in the new total agreement amount of \$408,495.00, was approved by a Resolution of the Board of Chosen Freeholders on August 18, 2010; and

WHEREAS, a second modification to the Agreement is necessary, which will increase the total amount by \$48,423.00, resulting in the new total agreement amount of \$456,918.00; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, and Clerk of the Board, are hereby authorized to execute Agreement Modification No. 2 for Federal Aid Agreement #09-DT-BLA-510 with the NJDOT to increase the Agreement by \$48,423.00 for a new total amount of \$456,918.00; and

BE IT FURTHER RESOLVED that all other terms and provisions of Federal Aid Agreement # 09-DT-BLA-510 shall remain in full force and affect.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 20, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

NEW JERSEY DEPARTMENT OF TRANSPORTATION
 LOCAL AID & ECONOMIC DEVELOPMENT
 TRENTON, NEW JERSEY

Contract ID No. 10 70203

B8

AGREEMENT MODIFICATION

MODIFICATION NO. 2 FEDERAL PROJECT NO. FS-4037 (107) DATE October 16, 2012
 PROJECT Woodbury-Glassboro Road, CR 553
 LOCATION Borough of Pitman, Gloucester County
 SPONSOR Gloucester County
 AGREEMENT DATE 4/9/2010 AGREEMENT NO. 09-DT-BLA-510

IN ACCORDANCE WITH THE PROVISIONS OF THE ABOVE NOTED AGREEMENT, THE SPONSOR AND THE STATE AGREE TO THE CHANGES TO THE AGREEMENT AS FOLLOWS:

ARTICLE 6.1 (b)

2. The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed \$408,495.00, with an approved budget as follows:

<u>Federal Project No.</u>	<u>Project Sponsor</u>	<u>Contract</u>	<u>In-House</u>	<u>Total</u>	<u>Date Authorized</u>	<u>Date for Completion</u>
FS-4037 (107)	Gloucester County	\$398,495.00	\$ 10,000.00	\$408,495.00	10/22/2009	2/17/2012

CHANGE TO:

ARTICLE 6.1 (b)

2. The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed \$456,918.00, with an approved budget as follows:

<u>Federal Project No.</u>	<u>Project Sponsor</u>	<u>Contract</u>	<u>In-House</u>	<u>Total</u>	<u>Date Authorized</u>	<u>Date for Completion</u>
FS-4037 (107)	Gloucester County	\$456,918.00	\$ 0.00	\$456,918.00	10/22/2009	8/17/2013

Original Agreement Amount	\$536,973.00
Modified Agreement Amt. (Mod. No. 1)	\$408,495.00
This Modification Amount (No. 2)	\$48,423.00
Present Agreement Total Amt.	\$456,918.00
Original Agreement Compl. Date	2/17/2012
Revised Agreement Compl. Date	8/17/2013

CERTIFICATION OF FUNDS

Director of Accounting and Auditing Date

ACCEPTED

Robert M. Damminger
 Freeholder Director

Date

RECOMMENDED

(Chris Bergeman, Project Engineer
 District 4, Local Aid)

Date

(Salim T. Mikhael, Manager
 District 4, Local Aid)

Date

FOR PROGRAM USE ONLY:

Document No. _____

Registration No. _____

CERTIFICATION ACCEPTANCE PROJECTS

This Mod. is approved for Federal participation

Director, Local Aid & Economic Development Date

B9

RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. IN THE AMOUNT OF \$2,136,263.00 FOR COUNTY ENGINEERING PROJECT #08-04SA

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the "Intersection Improvements to Woodbury-Glassboro Road, County Route 553 at Lambs Road, County Route 635 and Tylers Mill Road, Borough of Pitman and Mantua Township, Gloucester County," Engineering Project #08-04SA (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on October 24, 2012; and

WHEREAS, after following proper public bidding procedure, it was determined that South State, Inc. (hereinafter "South State"), with an office address of P.O. Box 68, Bridgeton, NJ 08302, 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 \$2,136,263.00; and

WHEREAS, the County's Purchasing and Engineering Departments recommend the award of a contract to South State for the Project in the amount of \$2,136,263.00; and

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

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$2,136,263.00, pursuant to C.A.F. #12-09515, which amount shall be charged against budget line items C-04-09-013-165-13224 (\$108,442.45), and C-04-12-013-165-13226 (\$2,027,802.55), for a total of \$2,136,263.00.

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 South State for the Project in the amount of TWO MILLION ONE HUNDRED THIRTY-SIX THOUSAND TWO HUNDRED SIXTY-THREE DOLLARS AND ZERO CENTS (\$2,136,263.00), 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 Tuesday, November 20, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B9

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

THIS CONTRACT is made effective this 20th day of **November, 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 **SOUTH STATE, INC.**, a New Jersey Corporation, with offices at P.O. Box 68, Bridgeton, NJ 08302, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and material required concerning the construction of the County road improvement project known as: "Intersection Improvements to Woodbury-Glassboro Road, County Route 553 at Lambs Road, County Route 635 and Tylers Mill Road, Borough of Pitman and Mantua Township, Gloucester County", Engineering Project #08-04SA (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 eighty (180) days after the issuance of the Notice to Proceed.

2. **COMPENSATION.** Contractor shall be compensated in the amount of **\$2,136,263.00** for all labor and materials required to construct the **Project**, as per the Specifications issued by the County identified as **08-04SA** (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be 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, and the Bid, which is also incorporated herein by reference.

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

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

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

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

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

D. The Contractor or subcontractor, where applicable, agrees to comply with any

regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

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

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

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

THIS CONTRACT is effective as of this **20th** day of **November, 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

SOUTH STATE, INC.

By: _____

(Please Print Name)

Office of the County Engineer
County of Gloucester

Intersection Improvements to Woodbury-Glassboro Road, County Route 553 at Lambs Road, County Route 635 and Tylers Mill Road, Borough of Pitman and Mantua Township, Gloucester County
Engineering Project #08-04SA

Bid Date: Wednesday, October 24, 2012 Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 08-04SA

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 3			bidder 2 of 3			bidder 3 of 3		
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
1	Performance Bond and Payment Bond	1	L.S.	\$12,000.00	\$12,000.00	\$16,000.00	\$16,000.00	\$21,750.00	\$21,750.00			
2	Mobilization	1	L.S.	\$170,000.00	\$170,000.00	\$25,000.00	\$25,000.00	\$80,000.00	\$80,000.00			
3	Construction Layout	1	L.S.	\$10,000.00	\$10,000.00	\$40,000.00	\$40,000.00	\$20,000.00	\$20,000.00			
4	Heavy Duty Silt Fence, Black	6,000	L.F.	\$1.00	\$6,000.00	\$5.00	\$30,000.00	\$4.00	\$24,000.00			
5	Haybale	50	UNIT	\$15.00	\$750.00	\$15.00	\$750.00	\$0.01	\$0.50			
6	Inlet Filter Type 2, 2' x 4'	27	UNIT	\$10.00	\$270.00	\$105.00	\$2,835.00	\$100.00	\$2,700.00			
7	Construction Driveway	200	S.Y.	\$0.01	\$2.00	\$1.00	\$200.00	\$10.00	\$2,000.00			
8	Concrete Washout System	1	L.S.	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$300.00	\$300.00			
9	Oil Only Emergency Spill Kit, Type 1	1	UNIT	\$100.00	\$100.00	\$100.00	\$100.00	\$300.00	\$300.00			
10	Breakaway Barricade	10	UNIT	\$0.01	\$0.10	\$0.01	\$0.10	\$125.00	\$1,250.00			
11	Drum	190	UNIT	\$0.01	\$1.90	\$0.01	\$1.90	\$80.00	\$15,200.00			
12	Traffic Cone	50	UNIT	\$0.01	\$0.50	\$0.01	\$0.50	\$15.00	\$750.00			
13	Construction Signs	300	S.F.	\$10.00	\$3,000.00	\$10.00	\$3,000.00	\$10.00	\$3,000.00			
14	Traffic Control Truck with Mounted Crash Cushion	2	UNIT	\$2,000.00	\$4,000.00	\$3,500.00	\$7,000.00	\$100.00	\$200.00			
15	Temporary Traffic Stripes, 4"	7,000	L.F.	\$0.21	\$1,470.00	\$0.22	\$1,540.00	\$0.23	\$1,610.00			
16	Temporary Pavement Markings	300	S.F.	\$0.50	\$150.00	\$0.52	\$156.00	\$0.55	\$165.00			
17	Police Traffic Directors	600	HOURL	\$60.00	\$36,000.00	\$60.00	\$36,000.00	\$60.00	\$36,000.00			
18	Fuel Price Adjustment	1	L.S.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00			
19	Asphalt Price Adjustment	1	L.S.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00			
20	Clearing Site	1	L.S.	\$75,000.00	\$75,000.00	\$250,000.00	\$250,000.00	\$45,000.00	\$45,000.00			
21	Demolition (D-1 & D-2), Parcel (P-1)	1	UNIT	\$18,000.00	\$18,000.00	\$77,500.00	\$77,500.00	\$25,000.00	\$25,000.00			
22	Excavation, Test Pit	100	C.Y.	\$0.01	\$1.00	\$100.00	\$10,000.00	\$0.01	\$1.00			
23	Excavation, Unclassified	3,000	C.Y.	\$17.00	\$51,000.00	\$30.00	\$90,000.00	\$41.00	\$123,000.00			
24	Removal of Pavement	400	S.Y.	\$5.00	\$2,000.00	\$0.01	\$4.00	\$35.00	\$14,000.00			
25	Subbase	200	C.Y.	\$10.00	\$2,000.00	\$22.00	\$4,400.00	\$15.00	\$3,000.00			

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SUMMARY OF BIDS



SPECIFICATION NO. 08-04SA

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 3			bidder 2 of 3			bidder 3 of 3		
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
26	Dense-Graded Aggregate Base Course, 8" Thick	6,000	S.Y.	\$10.00	\$60,000.00	\$6.00	\$36,000.00	\$10.00	\$60,000.00			
27	HMA Milling, 3" or Less	20,000	S.Y.	\$2.00	\$40,000.00	\$1.00	\$20,000.00	\$3.00	\$60,000.00			
28	Geotextile, Paving Fabric	800	S.Y.	\$2.00	\$1,600.00	\$3.00	\$2,400.00	\$5.00	\$4,000.00			
29	Tack Coat	1,500	GAL.	\$0.01	\$15.00	\$1.00	\$1,500.00	\$0.01	\$15.00			
30	Prime Coat	1,750	GAL.	\$0.01	\$17.50	\$0.01	\$17.50	\$0.01	\$17.50			
31	Hot Mix Asphalt 12.5 H 64 Surface Course	3,200	TON	\$75.00	\$240,000.00	\$70.00	\$224,000.00	\$73.78	\$236,096.00			
32	Hot Mix Asphalt 9.5 H 64 Intermediate Course	1,200	TON	\$75.00	\$90,000.00	\$50.00	\$60,000.00	\$73.78	\$88,536.00			
33	Hot Mix Asphalt 25 H 64 Base Course	2,100	TON	\$68.00	\$142,800.00	\$80.00	\$168,000.00	\$70.79	\$148,659.00			
34	15" Reinforced Concrete Pipe	12	L.F.	\$120.00	\$1,440.00	\$90.00	\$1,080.00	\$90.00	\$1,080.00			
35	18" Reinforced Concrete Pipe	1,470	L.F.	\$65.00	\$95,550.00	\$95.00	\$139,650.00	\$90.00	\$132,300.00			
36	24" Reinforced Concrete Pipe	420	L.F.	\$70.00	\$29,400.00	\$115.00	\$48,300.00	\$200.00	\$84,000.00			
37	36" Reinforced Concrete Pipe	20	L.F.	\$195.00	\$3,900.00	\$120.00	\$2,400.00	\$275.00	\$5,500.00			
38	42" Reinforced Concrete Pipe	900	L.F.	\$140.00	\$126,000.00	\$200.00	\$180,000.00	\$275.00	\$247,500.00			
39	Concrete Headwall	4	C.Y.	\$650.00	\$2,600.00	\$500.00	\$2,000.00	\$2,000.00	\$8,000.00			
40	Inlet, Type B	21	UNIT	\$1,800.00	\$37,800.00	\$5,000.00	\$105,000.00	\$4,000.00	\$84,000.00			
41	Inlet, Type E	2	UNIT	\$4,000.00	\$8,000.00	\$5,000.00	\$10,000.00	\$4,000.00	\$8,000.00			
42	Inlet, Type B-1	1	UNIT	\$12,000.00	\$12,000.00	\$5,100.00	\$5,100.00	\$15,000.00	\$15,000.00			
43	Outlet Control Structure, Inlet, Type B-1 (Non-Standard See Detail)	1	UNIT	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$7,000.00	\$7,000.00			
44	Outlet Control Structure, Inlet, Type B-2 (Non-Standard See Detail)	1	UNIT	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00			
45	Manhole, 6' Diameter	4	UNIT	\$8,500.00	\$34,000.00	\$5,000.00	\$20,000.00	\$8,500.00	\$34,000.00			
46	Reset Existing Casting	6	UNIT	\$250.00	\$1,500.00	\$350.00	\$2,100.00	\$300.00	\$1,800.00			
47	Set Inlet Type B, Casting	1	UNIT	\$1,100.00	\$1,100.00	\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.00			
48	Riprap Stone Channel Protection, 12" Thick (D50=6") (Reno Matfress)	100	S.Y.	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$75.00	\$7,500.00			
49	Gabion Wall	300	C.Y.	\$200.00	\$60,000.00	\$150.00	\$45,000.00	\$275.00	\$82,500.00			
50	Chain-Link Fence, 4' High	100	L.F.	\$30.00	\$3,000.00	\$0.01	\$1.00	\$26.00	\$2,600.00			
51	Concrete Sidewalk, 4" Thick	400	S.Y.	\$55.00	\$22,000.00	\$55.00	\$22,000.00	\$55.00	\$22,000.00			
52	Hot Mix Asphalt Driveway, 6" Thick	400	S.Y.	\$45.00	\$18,000.00	\$55.00	\$22,000.00	\$48.00	\$19,200.00			
53	Concrete Island, 4" Thick	160	S.Y.	\$75.00	\$12,000.00	\$50.00	\$8,000.00	\$60.00	\$9,600.00			

SUMMARY OF BIDS



SPECIFICATION NO. 08-04SA

Item No.	Description	Approx. Quantity	bidder 1 of 3		bidder 2 of 3		bidder 3 of 3		
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
54	Detectable Warning Surface	24	S.Y.	\$300.00	\$7,200.00	\$235.00	\$5,640.00	\$250.00	\$6,000.00
55	9" x 18" Concrete Vertical Curb	5,700	L.F.	\$21.00	\$119,700.00	\$19.50	\$111,150.00	\$22.00	\$125,400.00
56	12" x 13" Concrete Sloping Curb	350	L.F.	\$30.00	\$10,500.00	\$22.50	\$7,875.00	\$22.00	\$7,700.00
57	Traffic Markings, Stripes, Thermoplastic	30,000	L.F.	\$0.76	\$22,800.00	\$0.75	\$22,500.00	\$0.83	\$24,900.00
58	Traffic Markings, Thermoplastic	2,800	S.F.	\$0.95	\$2,660.00	\$0.95	\$2,660.00	\$1.00	\$2,800.00
59	RPM, Mono-Directional, White Lens	140	UNIT	\$25.00	\$3,500.00	\$24.00	\$3,360.00	\$27.00	\$3,780.00
60	RPM, Mono-Directional, Amber Lens	50	UNIT	\$25.00	\$1,250.00	\$24.00	\$1,200.00	\$27.00	\$1,350.00
61	RPM, Bi-Directional, Amber Lens	25	UNIT	\$25.00	\$625.00	\$24.00	\$600.00	\$27.00	\$675.00
62	RPM, Bi-Directional, Blue Lens	5	UNIT	\$25.00	\$125.00	\$24.00	\$120.00	\$27.00	\$135.00
63	Removal of Traffic Stripes	12,500	L.F.	\$0.45	\$5,625.00	\$0.45	\$5,625.00	\$0.47	\$5,875.00
64	Removal of Traffic Markings	2,600	S.F.	\$1.30	\$3,380.00	\$1.30	\$3,380.00	\$1.40	\$3,640.00
65	Regulatory and Warning Sign	600	S.F.	\$28.00	\$16,800.00	\$27.00	\$16,200.00	\$35.00	\$21,000.00
66	Overhead Street Name Signs, Double-Sided	60	S.F.	\$37.00	\$2,220.00	\$37.00	\$2,220.00	\$78.00	\$4,680.00
67	Relocate Fire Hydrant	5	UNIT	\$2,400.00	\$12,000.00	\$2,500.00	\$12,500.00	\$2,000.00	\$10,000.00
68	Reset Water Valve Box	10	UNIT	\$10.00	\$100.00	\$25.00	\$250.00	\$1.00	\$10.00
69	Reset Gas Valve Box	10	UNIT	\$10.00	\$100.00	\$25.00	\$250.00	\$1.00	\$10.00
70	1 1/2" Rigid Metallic Conduit	500	L.F.	\$18.00	\$9,000.00	\$18.00	\$9,000.00	\$18.00	\$9,000.00
71	2 1/2" Rigid Metallic Conduit	200	L.F.	\$22.00	\$4,400.00	\$22.00	\$4,400.00	\$22.00	\$4,400.00
72	3" Rigid Metallic Conduit	1,400	L.F.	\$44.00	\$61,600.00	\$44.00	\$61,600.00	\$44.00	\$61,600.00
73	4" Rigid Metallic Conduit	200	L.F.	\$35.00	\$7,000.00	\$35.00	\$7,000.00	\$35.00	\$7,000.00
74	18" x 36" Junction Box	17	UNIT	\$1,820.00	\$30,940.00	\$1,820.00	\$30,940.00	\$2,000.00	\$34,000.00
75	Foundation, Type SFT	7	UNIT	\$1,800.00	\$12,600.00	\$1,800.00	\$12,600.00	\$2,400.00	\$16,800.00
76	Foundation, Type P-MC	2	UNIT	\$2,450.00	\$4,900.00	\$2,450.00	\$4,900.00	\$3,000.00	\$6,000.00
77	Foundation, Type STF	3	UNIT	\$3,200.00	\$9,600.00	\$3,200.00	\$9,600.00	\$4,000.00	\$12,000.00
78	Foundation, Type SFK	4	UNIT	\$2,000.00	\$8,000.00	\$2,000.00	\$8,000.00	\$3,000.00	\$12,000.00
79	Meter Cabinet, Type I	2	UNIT	\$2,600.00	\$5,200.00	\$2,600.00	\$5,200.00	\$3,300.00	\$6,600.00
80	Ground Wire, No. 8 AWG	2,500	L.F.	\$1.00	\$2,500.00	\$1.00	\$2,500.00	\$1.00	\$2,500.00
81	Service Wire, No. 6 AWG	300	L.F.	\$3.25	\$975.00	\$3.25	\$975.00	\$3.24	\$972.00
82	Controller, 8 Phase	2	UNIT	\$13,750.00	\$27,500.00	\$14,000.00	\$28,000.00	\$17,000.00	\$34,000.00
83	Traffic Signal Standard, Aluminum	11	UNIT	\$1,810.00	\$19,910.00	\$1,810.00	\$19,910.00	\$2,200.00	\$24,200.00
84	Traffic Signal Standard, Steel	3	UNIT	\$5,060.00	\$15,180.00	\$5,100.00	\$15,300.00	\$6,000.00	\$18,000.00
85	Traffic Signal Mast Arm, Aluminum	5	UNIT	\$1,840.00	\$9,200.00	\$1,850.00	\$9,250.00	\$2,200.00	\$11,000.00

B10

RESOLUTION AUTHORIZING A CONTRACT CHANGE ORDER DECREASE #02-FINAL WITH SOUTH STATE, INC. IN THE AMOUNT OF -\$87,598.02 FOR ENGINEERING PROJECT #05-01SA

WHEREAS, the County of Gloucester (hereinafter the "County") previously received bids for the construction of the County road improvement project known as the "Barnsboro Traffic Intersection: Main Street (CR553A), Breakneck Road (CR603) and Richwood Road (CR609), in Mantua Township, Gloucester County", Engineering Project #05-01SA (hereinafter the "Project"); and

WHEREAS, a contract for the construction of the Project was previously awarded to South State, Inc., P.O. Box 68, Bridgeton, NJ 08302 (hereinafter "South State") in the amount of \$1,347,338.40, which was subsequently increased by a prior change order to \$1,387,625.29; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order Decrease #02-Final, which will decrease the total amount of the contract with South State by \$87,598.02 for additional increases, decreases and supplemental items to reflect as-built quantities, resulting in a new total contract amount of \$1,300,027.27, which is a contract decrease; and

WHEREAS, the Project is a 100% State Aid funded project.

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

1. That the hereinabove referenced Change Order Decrease #02-Final regarding the County's Contract with South State for the Project be, and the same hereby is, approved; and
2. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order Decrease #02-Final for the aforementioned purposes on behalf of the County; and
3. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid State Aid Change Order Decrease #02-Final regarding the Contract for the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 20, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

BIO

Project 05-01SA

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: South State Inc.
P.O.Box 68
Bridgeton, NJ 08302
- 2. Description of Project or Contract: Reconstruction of Barnsboro Intersection, CR
553, 603, and 609
- 3. Date of Original Contract: 22-Jun-11
- 4. P.O. Number: 11-05917
- 5. Amount of Original Contract: \$1,347,338.40
- 6. Amount of Previously Authorized Change Order \$40,286.89
- 7. Amount of this Change Order No. 2 Final: -\$87,598.02
- 8. New Total Amount of Contact \$1,300,027.27
(Total of Numbers 5, 6 & 7 Above)

9. Need or Purpose of this Change Order: Additional increases, decreases and supplemental items to reflect as built quantities. This project is 100% State aid funded.

This change order requested by *V. M. Damming* on 11-8-12
(Department Head) (Date)

Accepted by *Cathy Roberts* on 11/8/12
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Robert N. DiLella, Clerk

By: _____
Robert M. Damming, Director

To All Vendors:

This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate Resolution.

B10

Form SA-1

05-01SA

NEW JERSEY DEPARTMENT OF TRANSPORTATION
STATE AID PROJECT
CHANGE ORDER NUMBER 2 Final

PROJECT	Reconstruction of Barnsboro Intersection
MUNICIPALITY	Mantua Township
COUNTY	Gloucester
CONTRACTOR	South State Construction

In accordance with the project Supplementary Specification the following are changes in the contract.

The reductions and extras are adjustments in the contract quantities to accommodate actual quantities used, to extend milling & paving for smoother transitions, to add cable quantity due to conflicts at signal controller, and to add a supplemental items for relocation of one fire hydrant, where utility pole relocation made the original layout not feasible. Change also increases leveling course to improve schedule between stages.

This change also adds supplemental items for restoration of driveways, fences, utility conduit and landscape items necessitated by the changes in grades of the roadway and widening into the roadside borders.

Item	Description	Unit	Quantity (+/-)	Unit Prices	Amount
EXTRAS					
26	Dense-Graded Aggregate Base Course, 6" Thick	SY	652	\$7.00	\$4,564.00
27	HMA Milling, 3" Or Less	SY	923	\$6.00	\$5,538.00
29	Hot Mix Asphalt 12.5H64 Surface Course, 2" thick	SY	632	\$9.50	\$6,004.00
31	Hot Mix Asphalt 9.5M64 Leveling Course	Ton	30	\$80.00	\$2,400.00
55	Hot Mix Asphalt Driveway, 2" Thick	SY	112	\$2.00	\$224.00
56	Concrete Driveway, Reinforced, 6" Thick	SY	206	\$75.00	\$15,450.00
110	3" Rigid Metallic Conduit	LF	132	\$42.00	\$5,544.00
117	Traffic Signal Cable, 7 Conductor	LF	53	\$2.65	\$140.45
118	Traffic Signal Cable, 5 Conductor	LF	650	\$1.75	\$1,137.50
Total Extras					\$41,001.95

REDUCTIONS

2	Public Works Project Sign	LS	(1)	\$1,000.00	(\$1,000.00)
3	Silt Fence	LF	(3100)	\$0.25	(\$775.00)
4	Inlet Filter, Type 2	Unit	(9)	\$10.00	(\$90.00)
5	Heavy Duty Silt Fence	LF	(100)	\$5.00	(\$500.00)
6	Haybale Check Dam with Temporary Stone Outlet	LF	(25)	\$5.00	(\$125.00)
8	Breakaway Barricade	Unit	(15)	\$0.10	(\$1.50)
9	Drum	Unit	(75)	\$0.10	(\$7.50)
10	Traffic Cone	Unit	(50)	\$0.10	(\$5.00)
11	Construction Signs	SF	(430)	\$0.10	(\$43.00)
12	Flashing Arrow Boards	Unit	(2)	\$1.00	(\$2.00)
14	Traffic Control Truck with Mounted Crash Cushion	Unit	(2)	\$100.00	(\$200.00)
15	Police Traffic Director, Flagger	MH	(49)	\$60.00	(\$2,940.00)
17	Fuel Price Adjustment	LS	(1.3005)	\$10,000.00	(\$13,005.24)
18	Asphalt Price Adjustment	LS	(1.1967)	\$20,000.00	(\$23,933.54)
19	Removal of Concrete Base Course, 8" thick	SY	(19)	\$10.00	(\$190.00)
22	Excavation, Test Pit	CY	(25)	\$0.01	(\$0.25)
23	Excavation, Unclassified	CY	(1556)	\$0.01	(\$15.56)

NEW JERSEY DEPARTMENT OF TRANSPORTATION
STATE AID PROJECT
CHANGE ORDER NUMBER 2 Final

PROJECT	Reconstruction of Barnsboro Intersection
MUNICIPALITY	Mantua Township
COUNTY	Gloucester
CONTRACTOR	South State Construction

24	1-14 Soil Aggregate	CY	(172)	\$0.01	(\$1.72)
25	Full Depth Concrete Pavement Repair	SY	(150)	\$50.00	(\$7,500.00)
30	Hot Mix Asphalt 19h64, Base Course, 4" thick	SY	(284)	\$13.00	(\$3,692.00)
32	Sawing & Sealing Joints in Hot Mix Asphalt Overlay	LF	(2250)	\$2.00	(\$4,500.00)
33	Saw Cutting	LF	(981)	\$0.01	(\$9.81)
40	Hot Mix Asphalt 37.5m64 Intermediate Course	Ton	(162)	\$10.00	(\$1,620.00)
41	18" Reinforced Concrete Pipe	LF	(40)	\$60.00	(\$2,400.00)
42	24" Reinforced Concrete Pipe	LF	(17)	\$60.00	(\$1,020.00)
43	24" Reinforced Perforated Concrete Pipe	LF	(42)	\$25.00	(\$1,050.00)
44	Perforated Pipe Trench	LF	(42)	\$65.00	(\$2,730.00)
45	Inlet, Type B, Complete	Unit	(6)	\$2,900.00	(\$17,400.00)
46	Inlet, Type E, Complete	Unit	(2)	\$3,100.00	(\$6,200.00)
49	Riprap Stone Slope Protection, 8" thick (d50=4")	SY	(5)	\$65.00	(\$325.00)
50	Reconstruct Manhole using New Casting	Unit	(2)	\$1,500.00	(\$3,000.00)
52	Relocate Gas Main	LF	(40)	\$200.00	(\$8,000.00)
54	Concrete Sidewalk, 4" thick	SY	(31)	\$50.00	(\$1,550.00)
					\$0.00
					\$0.00
57	Concrete Island, 6" thick	SY	(26)	\$45.00	(\$1,170.00)
58	Detectable Warning Surface	SF	(8)	\$35.00	(\$280.00)
59	Gravel Driveway, 3" thick	SY	(305)	\$10.00	(\$3,050.00)
60	9"x18" Concrete Vertical Curb	LF	(73)	\$20.00	(\$1,460.00)
62	Traffic Stripes, Long Life Epoxy Resin, 4"	LF	(28491)	\$0.15	(\$4,273.65)
63	Traffic Markings, Thermoplastic	SF	(751)	\$2.00	(\$1,502.00)
64	RPM, Mono-Directional, White Lens	Unit	(120)	\$1.00	(\$120.00)
65	RPM, Bi-Directional, Amber Lens	Unit	(62)	\$1.00	(\$62.00)
66	RPM, Bi-Directional, Blue Lens	Unit	(1)	\$1.00	(\$1.00)
67	RPM-Bi-Directional, Red/White Lens	Unit	(7)	\$1.00	(\$7.00)
68	Regulatory & Warning Signs	SF	(15)	\$22.00	(\$330.00)
69	Solid Vinyl Fence, 6 ft high	LF	(326)	\$25.00	(\$8,150.00)
70	Relocate Fire Hydrant	Unit	(2)	\$2,000.00	(\$4,000.00)
71	Reset Water Valve Box	Unit	(5)	\$100.00	(\$500.00)
72	Reset Gas Valve Box	Unit	(1)	\$1.00	(\$1.00)
73	Reset Existing Casting	Unit	(9)	\$300.00	(\$2,700.00)
74	Infiltration Sand Layer, 6" thick, K-5 Sand	SY	(150)	\$6.00	(\$900.00)
75	Topsoiling, 4" thick	SY	(5)	\$2.00	(\$10.00)
76	Turf Repair Strip	LF	(250)	\$2.00	(\$500.00)
77	Fertilizing & Seeding, Type A-3	SY	(240)	\$1.00	(\$240.00)
78	Straw Mulching	SY	(1040)	\$0.01	(\$10.40)
79	Topsoil Stabilization Matting	SY	(485)	\$1.00	(\$485.00)
81	Chain Link Fence, PVC Coated Steel, 4' high	LF	(1300)	\$14.50	(\$18,850.00)

B11

**RESOLUTION AUTHORIZING THE ENDORSEMENT AND ADOPTION OF THE
2012 COUNTY BICYCLE LANES AND MULTI-PURPOSE TRAILS MAP**

WHEREAS, the County of Gloucester's (hereinafter the "County") Board of Chosen Freeholders has previously adopted plans and maps for long range facilities and capital projects planning; and

WHEREAS, the County' Engineering and Planning Divisions have now developed and prepared a 2012 County Bicycle Lanes and Multi-Purpose Trails Map (hereinafter the "Bicycle Lanes Map"), which is intended to be a long range master plan for the development of an integrated system of bike and multi-purpose trails within the County; and

WHEREAS, the Bicycle Lanes Map shows an integrated system of existing and proposed bike lanes, paths and trails throughout the County, which are both County and Municipal lanes, paths and trails; and

WHEREAS, the Bicycle Lanes Map will be useful in further development of the bicycle lanes and multi-purpose trails throughout the County; and

WHEREAS, the County Planning Board has recommended by Resolution adopted at its October 16, 2012 regular meeting that the Board of Chosen Freeholders adopt the Bicycle Lanes Map for use in developing an integrated system of bike lanes and multi-purpose trails in the County.

NOW, THEREFORE, BE IT RESOLVED, by the Gloucester County Board of Chosen Freeholders that the 2012 County Bicycle Lanes and Multi-Purpose Trails Map attached hereto be, and the same hereby is, adopted by the County for the purposes hereinabove set forth.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Tuesday, November 20, 2012, at Woodbury, New Jersey.



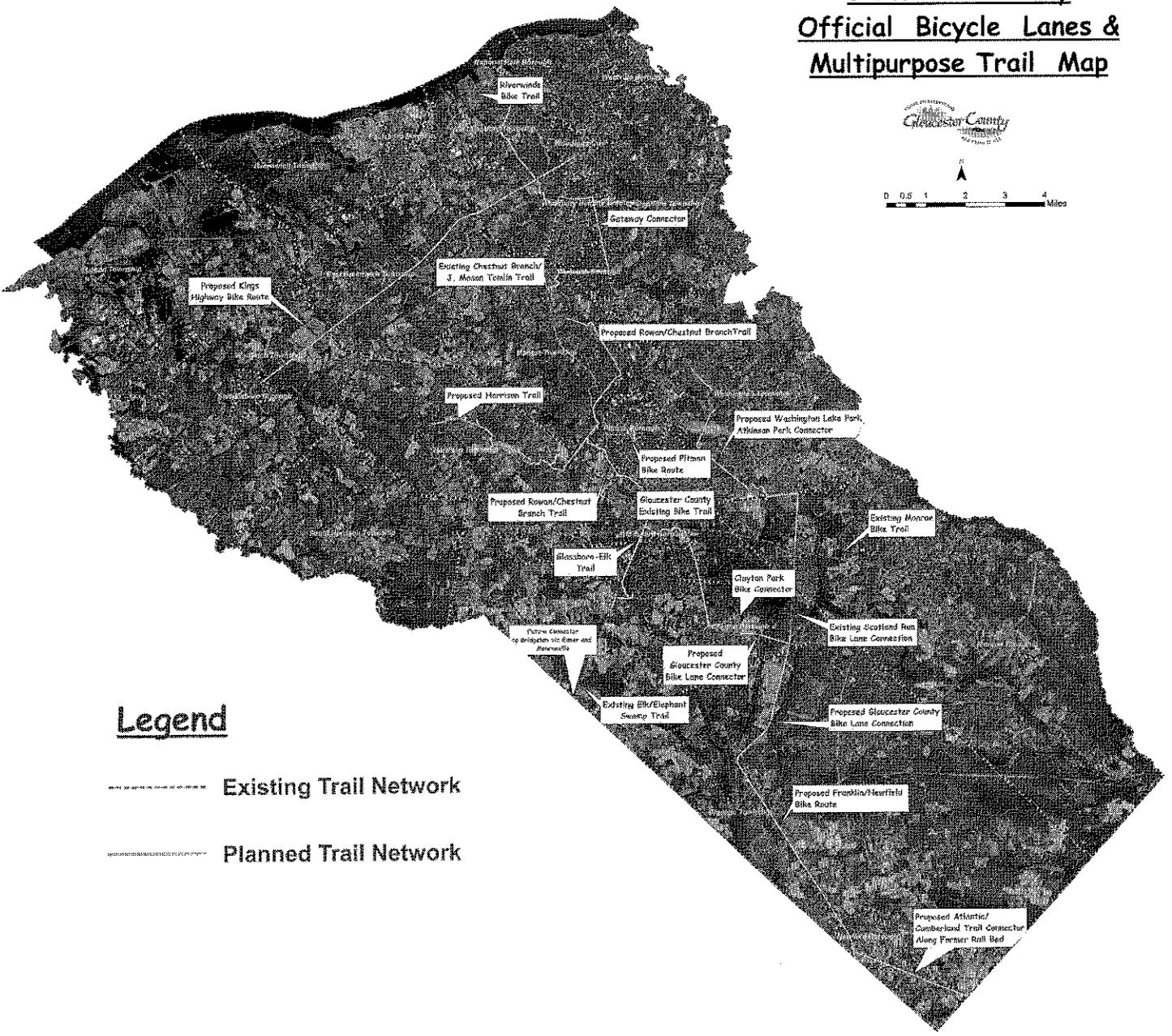
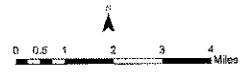
COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

Gloucester County Official Bicycle Lanes & Multipurpose Trail Map



Legend

- Existing Trail Network
- Planned Trail Network

Riverwinds
Bike Trail

Satoway Connector

Existing Chestnut Branch/
J. Mason Tonlin Trail

Proposed Kings
Highway Bike Route

Proposed Rowan/Chestnut Branch Trail

Proposed Horizon Trail

Proposed Washington Lake Park,
Atkinson Park Connector

Proposed Pittman
Bike Route

Proposed Rowan/Chestnut
Branch Trail

Gloucester County
Existing Bike Trail

Existing Minceo
Bike Trail

Gloucester-Elk
Trail

Clayton Park
Bike Connector

Future Connector
up bridge via Eber and
Barnwell

Existing Scotland Run
Bike Lane Connection

Proposed
Gloucester County
Bike Lane Connector

Proposed Gloucester County
Bike Lane Connection

Existing Elk/Elphant
Swamp Trail

Proposed Franklin/Hewitts
Bike Route

Proposed Atlantic/
Cumberland Trail Connector
Along Former Rail Bed

RESOLUTION AUTHORIZING THE SUBMISSION OF THE 2013 GLOUCESTER COUNTY MUNICIPAL ALLIANCE PLAN AND GRANT APPLICATION TO THE GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE IN THE AMOUNT \$ 346,965.00 TO PURSUE MUNICIPAL ALLIANCE GRANT PROGRAMS FROM JANUARY 1, 2013 TO DECEMBER 31, 2013

WHEREAS, it is desirous of the County of Gloucester (hereinafter the "County") to submit a 2013 Gloucester County Municipal Alliance Grant Application and Annual Plan to the Governor's Council on Alcoholism and Drug Abuse; and

WHEREAS, the County is eligible to receive a grant from the State of New Jersey's Governor's Council on Alcoholism and Drug Abuse for the continued funding for the Alliance to Prevent Alcoholism and Drug Abuse, Municipal Alliance Program; and

WHEREAS, the grant application for renewal is for Municipal Alliance Programs to be pursued/provided by all 24 municipalities during a 12 month calendar year; and

WHEREAS, the County will designate funding to each municipality by way of an agreement with the requirement of each respective municipality to provide a 25% Cash Match and an additional 75% In-kind Contribution for proposed services; and

WHEREAS, the total grant award of \$346,965.00 includes the County's Cost of Administration in the amount of \$52,045.00 and \$294,920.00 for Countywide Municipal Prevention Activity Coordination; and

WHEREAS, the County's Department of Health, Senior & Disability Services, Division of Disability Services reviews all data supplied or to be supplied in the application renewal and in its attachments, and certifies to the Board of Chosen Freeholders of the County that all data contained in the application and in its attachments are true and correct, including but not limited to, an annualized action plan, spending plan, etc.; and

WHEREAS, the County's Department of Health, Senior & Disability Services, Division of Disability Services has submitted the grant application to the County's Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County understands and agrees that any grant received as a result of the application renewal will be subject to the grant conditions and other policies, regulations and rules issued for the administration of grant projects.

NOW THEREFORE BE IT RESOLVED that upon receipt of the fully executed application for grant funds from the New Jersey Governor's Council on Alcoholism and Drug Abuse, the funds will be used pursuant to the terms of said agreement between the County of Gloucester and the New Jersey's Governor's Council for the Municipal Alliance Grant in the total amount of \$346,965,000 for the period from January 1, 2013 to December 31, 2013; and

BE IT FURTHER RESOLVED that the Gloucester County Department of Health, Senior & Disability Services, Division of Disability Services will be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on Tuesday, November 20, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

C1

GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: October 15, 2012

TYPE OF GRANT

 NEW GRANT
 X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET UMBER

1. GRANT TITLE GLOUCESTER COUNTY MUNICIPAL ALLIANCE PROGRAM

2. GRANT TERM: FROM: 01/01/13 TO: 12/31/13

3. COUNTY DEPARTMENT: DIVISION OF DISABILITY SERVICES

4. DEPT CONTACT PERSON & PHONE NUMBER: MaryBeth Monroe 856-384-6887

5. NAME OF FUNDING AGENCY: NJ GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE.

6. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): TO OBTAIN FUNDING FOR THE MUNICIPAL ALLIANCE PROGRAM OF GLOUCESTER COUNTY AND TO SUPPORT THE POSITION OF COUNTY MUNICIPAL ALLIANCE COORDINATOR.

7. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "*"):

NAME	AMOUNT	NAME
MaryBeth Monroe	\$52,045	

8. TOTAL SALARY CHARGED TO GRANT: \$52,045

9. INDIRECT COST (IC) RATE: 0%

10. IC CHARGED TO GRANT \$ 0

11. FRINGE BENEFIT RATE CHARGED TO GRANT: 0%



State of New Jersey

GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE
PO BOX 345
TRENTON, NJ 08625-0345

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

NEIL VAN ESS
Acting Chairman

JOHN L. HULICK, MS, CP
Executive Director

2013 LETTER OF INTENT

June 15, 2012

Judy Johnson
Gloucester County Alcoholism and Drug Abuse Director
115 Budd Boulevard
Woodbury, NJ 08012

Dear Ms. Johnson:

The Governor's Council on Alcoholism and Drug Abuse (GCADA) is announcing its intention to provide a grant to Gloucester County to continue funding for the Alliance to Prevent Alcoholism and Drug Abuse, Municipal Alliance Program. The amount available for calendar year 2013 is expected to be:

- Allocation per formula from the Drug Enforcement Demand Reduction (DEDR) Fund (includes coordination funds) \$346,965.00.

The grant period will begin January 1, 2013 and continue through December 31, 2013. This Letter of Intent is contingent upon the availability of funds and is subject to the rules of the New Jersey Department of Treasury.

County Coordination funds are included in your funding formula award. Counties may take up to 15 percent of their DEDR award with a minimum of no less than \$50,000. The total amount of coordination funds available for your county in 2013 is \$52,045.00. County spending plans will be approved by the GCADA in accordance with established grant guidelines.

All funds will be reimbursed to the counties after receipt and acceptance of the required expenditure reports, programmatic reports and vouchers.

The submission and approval of the update of the County Alliance Plan, including a detailed budget for county coordination and county wide training expenses, will be required to access these funds. Plan updates must be submitted to the GCADA by October 15, 2012. *Plans received past the due date will not be assured of approval by January 2013.*

Please be advised that no County Alliance Plan will be reviewed or presented to the full Council for approval if the County is not up to date with its expenditure and programmatic reports.

The County's continued cooperation and support are appreciated.

Sincerely,



John L. Hulick, MS, CPS
Executive Director

Cc: Mary Beth Monroe

GLOUCESTER COUNTY BUDGET
OTHER EXPENSES REQUEST EXPLANATIONS

2013 MUNICIPAL ALLIANCE GRANT

601-01-01	Reg. Salaries	\$ 52,045
602.99-00	Other Outside Services	\$ <u>287,920</u>
	Total	\$ <u>346,965</u>

Form C-2
Department Code 330
Submission Date _____



State of New Jersey

GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE
PO BOX 345
TRENTON, NJ 08625-0345

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

NEIL VAN ESS
Acting Chairman

JOHN L. HULICK, MS, CE
Executive Director

June 15, 2012

Ms. Mary Beth Monroe
Gloucester County Alliance Coordinator
Gloucester County Addiction Services
115 Budd Boulevard
PO Box 337
Woodbury, NJ 08096

Dear Ms. Monroe:

The Governor's Council on Alcoholism and Drug Abuse (GCADA) is pleased to present the 2013 Request for Application (RFA) Update grant application for the Municipal Alliances. The Municipal Alliance forms are also accessible through the GCADA website at www.state.nj.us/treasury/gcada/. The 2013 RFA update application is in a revised format from the original 2009 application. There are two (2) versions of the application; however, each Municipal Alliance only submits the version that corresponds to their needs.

Enclosed you will also find instructions and forms for the County Alliance Plan. The counties will need to submit five (5) copies of the County Alliance Plan along with one (1) copy of each Municipal RFA to their State Alliance Coordinator by October 15, 2012. The County Plans will be reviewed in the order in which they are received, and only if the plans are correct and complete. Plans received after October 15th and plans that require correction are not assured of Council adoption by January 2013; and, no County Plan will be reviewed if the county is delinquent in its expenditure or programmatic reports.

To ensure that all budget modifications are incorporated into the 2013 County Plan, the modification deadline for 2012 changes is September 1, 2012. All modifications approved for 2012 must be included into the 2013 County Plan to ensure that all programs are taken into account.

On behalf of the Council and staff, I thank you for your dedication to the Municipal Alliances in your counties. Your efforts are appreciated and continue to create healthy and safe communities across New Jersey. I look forward to another successful year in the upcoming Municipal Alliance grant term.

Sincerely,

Rebecca Alfaro
Director, Prevention and Training

C: Judy Johnson

Gloucester County Alliance Grant for 2013

2013 Municipal Alliance Prevention Plan/Grant is an annual direct service grant involving 24 municipalities for the expresses purpose of community prevention/education regarding alcoholism and drug abuse. This year's grant is \$346,965. 000.

Please see this year's grant for an individual municipality dollar amount.

BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 10/15/2012

1. GRANT TITLE: Gloucester County Municipal Alliance Program.
2. DEPARTMENT: Division of Disability Services
3. GRANT ID NUMBER: STATE: _____

FEDERAL: _____

4. FUNDING AGENCY CONTACT PERSON: George Myers
5. FUNDING AGENCY PHONE NUMBER: 1-609-777-1829
6. GRANT AMOUNT: \$346,965.00

7. A. CASH MATCH AMOUNT \$ 86,741.00
(Attach mandated documentation)
- B. IN-KIND MATCH \$ 260,224.00
- C. MODIFICATION AMOUNT: 0
- D. NEW TOTAL \$ 693,940.00

8. CONTRACT PERIOD: FROM: 01/01/13 TO 12/31/13

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCED

REIMBURSEMENT: MONTHLY: _____

QUARTERLY: X

END OF CONTRACT _____

OTHER (EXPLAIN) _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____
ARE THEY MONTHLY _____ QUARTERL X END OF CONTRACT _____

LIST DATES REPORTS ARE DUE: 4/15/13, 7/15/13, 10/15/13 and 1/15/14

GLOUCESTER COUNTY BUDGET
OTHER EXPENSES REQUEST EXPLANATIONS

2013 MUNICIPAL ALLIANCE GRANT

601-01-01	Reg. Salaries	\$ 52,045
602.99-00	Other Outside Services	\$ <u>287,920</u>
	Total	\$ <u>346,965</u>

Form C-2
Department Code 330
Submission Date _____



BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore Jr.

TO: Joanne Schneider
Human Resources Department

FROM: Lisa Cerny, Grants Coordinator
Department of Human Services

DATE: 22 OCT 2012

SUBJECT: GRANT REVIEW PROCESS

OCT 23 2012



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207

Attached is a grant proposal from HUMAN SERVICES-
"G. G. MUNICIPAL ALLIANCE PROGRAM"

It is requested that you review this proposal since the Department will be
paying salaries of personnel.

If all enclosed documentation meets with your approval, please
sign below and return to the Department of Human Services within five
days.

If you should have any questions concerning the attached proposal,
the contact person is MARY BETH MONROE @ 384-6887

lcerny@co.gloucester.nj.us

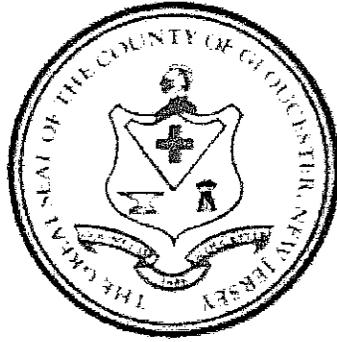
www.gloucestercountynj.gov

Joanne Schneider
Joanne Schneider
Human Resources Department

Date: 10/23/12

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

GLOUCESTER
COUNTY



MUNICIPAL ALLIANCE
PLAN
2013

GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS

Robert M. Damminger.....Director
Giuseppe (Joe) Chila.....Deputy Freeholder Director
Lyman Barnes.....Freeholder Liaison
Vincent Nestore.....Freeholder
Heather Simmons.....Freeholder
Adam J. Taliaferro.....Freeholder
Larry Wallace.....Freeholder

Department of Health, Senior and Disability Services
Tamarisk Jones, Director
Leona Mather, Division Head

The Gloucester County Addiction Services Office

Judith M. Tobia-Johnson
Director, Addiction Services
Phone: 856 384-6886
Fax: 856 384 8429

MaryBeth Monroe
Coordinator, Municipal Alliance Program
Phone: 856 384-6887
Fax: 856 384 8429

Gloucester County Municipal Alliance Plan 2013

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	(a) Municipal Alliance Funding Allocations	
	(b) Monitoring Report Form	
	(c) Municipal Alliance Program Summaries	

AUTHORITY

P.L. 1989 Chapter 51, N.J.S.A. 26:2BB-1 et. Seq. authorized the establishment of the Governors Council on Alcoholism and Drug Abuse and within this Council an Alliance to prevent Alcoholism and Drug Abuse by uniting the communities of this state in a coordinated and comprehensive effort. Each municipality is to create an alliance whose local efforts are coordinated through a County Alliance Steering Subcommittee (CASS) established through the Local Advisory Committee on Alcoholism and Drug Abuse (LACADA).

Continuous communication between the County Alliance Coordinator Office and Alliance Chairpersons, in preparation of these proposals, substantiates that all municipal plans include in this submission are the direct result of alliance committee and determination.

I. PLANNING PROCESS

- A. The Alliance to Prevent Alcoholism and Drug Abuse is statewide in its thrust but a local in its efforts to coordinate prevention activities at the municipal level. Success in this endeavor requires broad based local support.

The Local Advisory Council on Alcoholism and Drug Abuse (LACADA) determines the alcoholism and drug abuse services needed in Gloucester County. Through the Alliance Coordinator Office the LACADA then develops a County Alliance Plan that addresses the Alliance Steering Subcommittee of the LACADA is named to specifically address the prevention component of the total County Plan and through the Coordinators office, works directly with Municipal Alliance Committees.

Municipal Alliance Committees assess the needs of their local communities and determine the kinds and scope of programs best suited to meet its goal of alcohol and drug abuse prevention. Municipal Alliance Committee proposals are presented to the CASS for review, approved by the LACADA and forwarded to the Board of Chosen Freeholders with a recommendation for its adoption as the official County Alliance Plan.

B. GOALS AND OBJECTIVES

The long term goal for Municipal Alliances is the elimination of alcohol/drug dependency among Gloucester County Residents.

The short term goal is to work with other Municipal Alliance Committees, community agencies and organizations to make available quality prevention education programs, activities and alternatives that will heighten public awareness, and equip residents to make informed decisions relative to alcohol and drug use.

- C. The County Alliance Coordinator will network with local county and regional services providers, the Governors Council staff, other County Coordinators, N.J. Alcohol/Drug Resource Center and Clearinghouse – Rutgers University,

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D. NCADD Southwest Jersey, and Rowan University Center for Addictions Studies Planning Committee to keep abreast of and develop a calendar of training opportunities that will enhance development of substance abuse prevention programs. Alliance Committee and CASS members will be notified and encouraged to participate as well as share their experiences at county meetings of Municipal Alliance Committees.

E. Each of the 24 municipalities in Gloucester County has an alliance or is part of an alliance consortium. All are now participants in the Municipal Alliance Project.

In pursuit of these goals the primary objectives for 2013 are as listed below:

- a.** To strengthen Municipal Alliances by improved networking through monthly or bi-monthly meetings, mailings, conferences and seminars.
- b.** To encourage and assist Municipal Alliance committees in conducting needs assessments based on recent data.
- c.** To increase the effectiveness of Municipal Alliance Committees by continuously providing opportunities for training in areas related to the nature, prevention and treatment of alcohol and drug addiction.
- d.** To encourage and facilitate inter-alliance networking for the purpose of idea and program exchange as well as unified activities encompassing two or more alliances.
- e.** To work with Municipal Alliance Committees in developing a county wide resource guide to speakers and programs.
- f.** The development of a public information brochure by each Municipal Alliance Committee for distribution in its community.
- g.** To promote and implement the concept of prevention unification by encouraging Municipal Alliance interaction and participation with other Gloucester County ATOD prevention stakeholders in activities addressing the requirements of a county wide needs assessment.
- h.** To insure increased media exposure of alliance programs and volunteers.

ON GOING OBJECTIVES

- i. To promote the Governors Council's goal of Prevention Unification by joining with other County Stakeholders in a partnership that encompasses coordinated policies, more effective outreach, improved program quality and community response to demonstrated prevention needs.
- j. To encourage community response to the chemical health needs of senior citizens and special populations as an integral part of the Municipal Alliance Committee effort.
- k. To include participation and advice from the school age population in alliance planning.
- l. To advocate for continuation of the Alliance to Prevent Alcoholism and Drug Abuse.

A. ORGANIZATION

B. LOCAL ADVISORY COMMITTEE ON ALCOHOLISM AND DRUG ABUSE (LACADA)

P.L. 1989, Chapter 51 required that each County establish a Local Advisory Committee on Alcoholism and Drug Abuse (LACADA) to assist the governing body in the development of an Annual Comprehensive Plan.

According to the law, the Advisory Committee shall consist of ten (10) to sixteen (16) members. At least two (2) members shall be recovering drug addicts and two (2) shall be recovering alcoholics.

The Committee shall include representation from the County Prosecutor's Office and a wide range of public and private organizations or individuals interested in or experienced in alcohol or drug related issues. Each committee shall represent the various society-economic, racial and ethnic groups for the County in which it serves.

Gloucester County LACADA consists of 12 members and meets all of the above requirements. The LACADA currently has by-laws in effect which govern its operation, function, and address conflict of interest.

Table of Organization

County Local Advisory Committee on Alcoholism and Drug Abuse

<u>Name</u>	<u>Term</u>	<u>Affiliate</u>
Gail Slimm, Chair 68 Barlow Ave. Sewell, NJ 08080	1 year	Higher Ed
Jackie Caban, Rep. for Shawn Dalton, Woodbury NJ 08096	1 year	Criminal Justice County Prosecutor
Rep. for Mrs. Sandra Lowe RR4, Box 184-D Sewell, NJ 08080	1 year	Office of Education
Kathleen Foster 504 Lincoln Ave National Park, NJ 08063	1 year	Community
Louise Habicht 1714 Second Street Thorofare, NJ 08063	1 year	Community
Gaynell Javis C/O St. John Of God 1145 Delsea Drive Westville Grove, NJ 08093	1 year	Community
Chris Marshall PO Box 977 Newfield, NJ 08344	1 year	Mental Health
William Dougherty Mantua NJ 08051	1 year	Community

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County Local Advisory Committee on Alcoholism and Drug abuse

<u>Name</u>	<u>Term</u>	<u>Affiliate</u>
Denise Welsh 10 Buffalo Run Sewell, NJ 08080	1 year	Affiliate Service Provider
Janet Dershemer 16 White Oak Lane Williamstown, NJ 08094	1 year	Community
Clyde Eugene Osmer 115 Ogden Road Wenonah, NJ 08090	1 year	Community
Gaynell Javis C/O St. John Of God 1145 Delsea Drive Westville Grove, NJ 08093	1 year	Community
Jackie Caban, Rep. for Shawn Dalton, Woodbury NJ 08096	1 year	Criminal Justice County Prosecutor

* Membership includes 2 or more recovering alcoholics and 2 or more recovering drug abusers

** As of September 2008

C. County Alliance Steering Subcommittee Members

The subcommittee is specifically formed:

1. To develop and submit a County Alliance Plan for expenditure of funds derived from the Drug Enforcement and Demand Reduction Fund, N.J.S.2C:35-15.
2. To develop programs and fiscal guidelines consistent with directives from the Governor's Council on Alcoholism and Drug Abuse for the

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* Will Indicate Practice Evidence Based Programs

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awarding of funds to counties and municipalities for each Alliance to use in ATOD prevention activities.

3. To identify community leadership for the development, replication and expansion for successful community model programs throughout the county.
4. To coordinate projects that will assure cost effectiveness and avoid fragmentation and duplication.

Municipal Alliance Steering Subcommittee Members (CASS)

<u>Name</u>	<u>Term</u>	<u>Affiliation</u>
Gail Slimm	1 year	LACADA/Community
Dena Cooper	1 year	Supt. ofools
Norma Riley	1 year	Domestic Violence Addiction Services
Denise Welsh	1 year	Local Business
Gaynell Javis	1 year	Special Needs Education
*Joseph Williams	1 year	NCADD-SWJ Council
Nancy Chard	1 Year	JJC/Youth Services
Jackie Caban	1 Year	Office of the County Prosecutor
Kathleen Spinosi	1 Year	County Health Dept. Mental Health

*Non Voting member

Cass Member as of September 2008

LACADA Support

Freeholder Liaison

Lynam Barnes
(856) 853-3380

Gloucester County Board of
Chosen Freeholders
Broad and Delaware Street
Woodbury, NJ 08096

State Representative

George Myers
(609) 777-1829

N.J. Governors' Council on
Alcoholism and Drug Abuse
28 W. State Street
Trenton, NJ 08625-0345

State Representative

Brian Gooley
984-0891

N.J State Dept. of Health
Division of Addiction
Services
Box 360
Trenton, NJ 08625

Gloucester County Division of Disability Services

Leona Mather, Director
(856) 681--6180

115 Budd Blvd.
Woodbury, NJ 08096

Addiction Services Director

Judy M. Johnson
(856) 384-6886

Municipal Alliance Coordinator

MaryBeth Monroe
(856) 384-6887

Addiction Services Office
Gloucester County Department of Health, Senior and Disability Services
115 Budd Blvd.
West Deptford NJ 08096

IV.

Review Process

A. DESCRIPTION

Applications were mailed to all Municipal Alliance Chair persons in May 2012. A scheduled target date for completion of the 2013 RFP is October 15, 2012 with a State deadline of November 1, 2010 to accommodate the Alliances, technical assistance was provided at Municipal Alliance Coordinator's office on an individual basis for assistance as needed for completion of RFP updates, also.

B. REVIEW CRITERIA:

- i. Each activity plan reflects some aspect of the Bio-psychosocial Disease Model; Prevention/Risk Factors and the Prevention Pyramid.
- ii. Assure that proposals are for prevention and education as set forth in the following guidelines provided by the Governor's Council:
 1. Organized and coordinated efforts involving schools, law enforcement, business groups and other community organizations for the purpose of reducing alcoholism and drug abuse;
 2. In cooperation with local school districts, comprehensive and effective alcoholism and drug abuse education programs in grades K-12.
 3. In cooperation with local school districts procedures for the intervention and referral to treatment of students abusing alcohol or other drugs;
 4. Comprehensive alcoholism and drug abuse education;
 5. Comprehensive alcoholism and drug abuse community awareness programs.

III Each application is checked for completeness using criteria from Governor's Council.

C. Funding

Funds allocated by the Governor's Council are administered by the County. Municipal Alliance Programs are approved and funded based on the content of its submission including program goals and objectives and community commitment.

Each alliance is allotted a base dollar amount. Consortiums receive a base amount slightly higher than the one municipality alliance. A funding formula based on population is then applied to determine the additional amount of funding each municipality receives.

Municipalities will access funding from the county through a voucher system. Alliance committees submit a request for reimbursement form, a matching fund report and supporting documents to the Municipal Alliance Office for review and approval. Documents are reviewed for compliance and signed off to the Fiscal Officer of the Board of Health for follow-up and reimbursement.

1. A \$5,000 base allotment is awarded each municipality with an approved alliance plan. This initial allotment, (excluding carry-over funds), is then deducted from the total county allotment, the remaining amount is then apportioned on the basis of population. Each municipal population is calculated as a percentage of the total participating county population. That population percentage expressed as a decimal, is multiplied by the balance of the county allocation. The outcome equals the additional amount of funding available to a given municipality. The following formula determines a given municipality's allotment. (Excluding carry-over funds).

$$\text{2013 Programmatic Dollars} = Z \quad \text{2010 Hex: } z = (\text{base}) + E + X + Y$$

A = Total Amount of Original County Allotment of 1989 for Distribution to the Municipal Alliances = \$242,920

B = [\$5,000 (Base) x 18 Municipalities] = 90,000 [7,000 (Base) x 3 Consortium Alliances = 21,000] = Total \$111,000

C = A - B = Total Original County Allocation Dollars of 1989 remaining after base amounts are distributed (\$242,920 - \$111,000) = \$131,920 remaining after Base amounts are distributed.

D = Municipal % of County Population

E = C x D = Funding to be added to each Alliances' Base Amount of \$5,000 or 7,000 from the original County Allotment of 1989 = \$131,920 x % of municipal population = each municipal allocation over the base.

F = B + E = Total Distribution of Original County Allotment of 1989 = \$242,920

G = Total 2012 Supplement Allotment to Municipalities of \$45,000

X = Amount of "G" Allocated to Individual Alliances \$3,500 each for large Municipalities' Alliances; 2,500 each for Consortium Municipal Alliance; and \$2,000 or 1,500 each for remaining municipalities. Remaining municipalities' allocations were distributed by the

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individual alliance ability to perform. Programmatic Planning and Funding Utilization
Countywide

$Z = \text{Total 2011 Programmatic Dollars} = (\text{Total Annual Allotment per Alliance} = B \text{ (base)} =$
 $E \text{ (each alliance's Allocation over base)} + X \text{ (each Alliance's Supplement Funding} =$
 $\$287,920) + Y \text{ (Countywide Programmatic Dollars. 00)} = \$289,720$

***Portions based on past performance for each Municipality**

1. All program activities submitted contain a drug and alcohol component in order to meet the basic requirement for funding.

MONITORING

- A. The Municipal Alliance Coordinator will monitor each Municipal Alliance Program and attend membership meetings one ca year at minimum. Monitoring will take place at a site designated as records depository by the Municipal Alliance. In most instances this will be at the Township Municipal Building and in other cases at the Chairpersons home. The monitoring from will be completed and reviewed with the Alliance Chairperson. A copy of the report will be kept on site in the County Alliance Office as well as given to the local Alliance representative.
- B. A total of 21 Alliances will be monitored. At least one meeting and one activity of each Alliance will be attended by the County Alliance Coordinator.
- C. A monitoring for will review organization, fiscal and programmatic components for compliance as spelled out by the Governor's Council and LACADA.

SUMMARY OF MUNICIPAL ALLIANCE ACTIVITIES

Clayton Borough

DEDR-10,122 Cash Match- 2,530 In-Kind -7,592

***Dare** – This comprehensive prevention program follows a carefully structured focusing on topics such as personal safety, drug use and misuse, consequences of behavior, resisting peer pressure, managing stress, role models and support system. It teaches students to value self while developing strong refusal skills. This program is done in all the (2) 5th classes for 17 weeks. After completion of this program there is a follow up an A.T.O.D. Assembly called “The Power of One” that concludes everything that is taught during the 17 weeks.

RISK FACTOR: Early First Use **C-SAP Strategy:** Education **Domain School**
Funding: DEDR \$700 Cash Match \$ 600 In-Kind \$2,000

Project Graduation/After Prom Party - This activity is designed to provide a drug and alcohol free environment for those attending the Project Prom/Graduation. Preparation for this activity provides is a year long process that includes many people planning this process for a successful night. There are many fund raisers that are take place and donations given from town businesses to help cut costs. This all night event is taken very seriously once the students are in the place they are not let out unless picked up by a parent. This event takes place twice a year once for the Prom/Project Graduation this time allows students and faculty peer interaction in the pursuit of concrete and entertaining ways to enhance alcohol and drug prevention.

RISK FACTOR: Social Depravation **C-SAP Strategy:** Alternatives **Domain School**
Funding: DEDR \$2,503 Cash Match \$500 In-Kind \$2,500

***School Social Programs** – Social activities that are provided promoted a viable drug and alcohol free activities enjoyed by young people. Both planning and active phases of these activities include education for drug and alcohol prevention through peer discussion, decision making and role playing as well as input from experienced facilitators and access to referral info and services. These activities are planned for once a month.

RISK FACTOR: Social Depravation **C-SAP Strategy:** Alternatives **Domain School**
Funding: DEDR \$ 400 Cash Match \$150 In-Kind \$

***Renaissance Program** - Clayton’s Renaissance Program promotes a positive and safe learning environment where teachers engage in being taught the dangers of A.T.O.D. while also, they learn students are able to leaning the meaning of self-worth through this experience and they also, learn that they are worth something Having activities for them to participate in such as this enables them to be aware of the dangers of ATOD use

RISK FACTOR: Early Anti-Social Behavior **C-SAP Strategy:** Communications **Domain School**
Funding: DEDR\$ 1,145 Cash Match \$ 300 In-Kind \$

Anti –Gang Program/with A.T.O.D. Component Middle School – Dion Henry will be providing an Anti-Gang Program with an emphasis on A.T.O.D. and its’ relationship between the too. This will be taught in the middle for a 5 week program. His focus will be on how

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violence is related to drugs and alcohol abuse and encouraging the students not to be tempted or peer pressured and learning to walk away. During Dion's program pre and post test will be distributed. Following this program there will be an Assembly called "Half-Way There" Pre and Post test are incorporated.

RISK FACTOR: Anti-Social Behavior

C-SAP Strategy: Education.

Funding: DEDR \$1,000

Cash Match \$ 500

In-Kind \$

Domain: School

Clayton Continued

National Night Out Community Events – This night takes a lot of preparation and many volunteers are there to make sure that this event is well received by the community. After the night is over they are preparing for the next year. An on-going, year long collaboration with Police and Fire Department, "Officer McGruff" and the Alliance culminates with a rally. While the emphasis is on crime, ATOD awareness and community-shared prevention goals are also spotlighted. The Community at large is made aware of the activities of the Alliance and develops an understanding of the relationship of ATOD issues and crime. **Domain: Community**

RISK FACTOR: Low neighborhood attachment **C-SAP Strategy:** Communications

Funding: DEDR \$ 1,700

Cash Match \$ 250

In-Kind \$ 2,000

Promotional Items – This is for all of the events that are done throughout the year and will provide for the purchase of promotional items with the Anti-A.T.O.D. message and the Clayton Municipal Alliance/GCADA prominently displayed. These items will be used to foster Alliance awareness at various school and other activities.

Domain: Community

Funding: DEDR \$ 500

Cash Match \$203

In-Kind \$

RISK FACTOR: Low neighborhood attachment

C-SAP Strategy: Communications

ELKS PEER LEADERSHIP PROGRAM –is a program that runs during the schools year. This allows students at high risk to be involved with an after school program rather just going home after school with nothing to do. During this time the students talk everyday about issues that they may be having at home or what ever. This gives them self-esteem, confidence, and how to deal with peer pressure in their daily lives. When a child has all these qualities it gives them the strength they need to say "NO" to A.T.O.D. Also, for a week in the summer they are taken from there environment to learn that you can have fun without being under the influence. Being a role model is a goal of this program for all that are able to attend. These students come to my County Wide meetings and will share their experiences with my Alliance Chairpersons.

Risk Factor: Early Anti-Social Behavior

C-SAP: Prevention Education

Funding: DEDR 2,174

Cash Match \$

In-Kind \$ 1092 **Domain: Individual/Peer**

Deptford Township

DEDR- \$22,044

Cash Match -\$5,511

In-Kind- \$16,533

Dare – This comprehensive prevention program follows a carefully structured focusing on topics such as personal safety, drug use and misuse, consequences of behavior, resisting peer pressure, managing stress, role models and support system. Teaches students value self while developing strong refusal skills. This program is done in all the (5) 5th classes for 10 weeks. After completion of this program a follow up an A.T.O.D. Assembly called “The Power of One” that concludes everything that is taught during the 17 weeks.

RISK FACTOR: Alienation & Rebelliousness

C-SAP Strategy: Education

Funding DEDR \$ 3,000

Cash Match \$ 1,000

In-Kind \$ 2,500

Domain: School

Project Graduation/After Prom Party - This activity is designed to provide a drug and alcohol free environment for those attending the Project Prom/Graduation. Preparation for this activity provides is a year long process that includes many people planning this process for a successful night. There are many fund raisers that are take place and donations given from town businesses to help cut costs. This all night event is taken very seriously once the students are in the place they are not let out unless picked up by a parent. This event takes place twice a year once for the Prom/Project Graduation this time allows students and faculty peer interaction in the pursuit of concrete and entertaining ways to enhance alcohol and drug prevention.

RISK FACTOR: Favorable Attitudes

C-SAP Strategy: Alternative

Funding DEDR \$3,000

Cash Match \$ 0

In-Kind \$ 4,000 **Domain: School**

Anti –Gang Program/with A.T.O.D. Component Middle School – Dion Henry will be providing an Anti-Gang Program with an emphasis on A.T.O.D. and its’ relationship between the too. This will be taught in the middle for a 5 week program. His focus will be on how violence is related to drugs and alcohol abuse and encouraging the students not to be tempted or peer pressured and learning to walk away. Dion’s program will have pre and post test will be distributed. Following this program there will be an Assembly called “Half-Way There” Pre and Post test are incorporated.

RISK FACTOR: Social Depravation

C-SAP Strategy: Education.

Funding DEDR \$4,475

Cash Match \$ 500

In-Kind \$

Domain: School

Mischief Night- This is a night full of many events for the student’s ages 11-15 yrs. of age. At this time the kids are kept off the streets on mischief night they are less likely to get into trouble. Deptford has had events such as Movies, Halloween Parties, An A.T.O.D. message is sent to the students. This night if there is nothing to do they will find something to do but it won’t be constructive. The Deptford Police has seen the difference since this program has been in effect for the last 6 years.

RISK Factor: Early First Use

C-Sap Alternative

Funding DEDR \$1,500

Cash Match \$ 0

In-Kind \$ 2,500 **Domain: Comm.**

Alliance Secretary – Secretarial support for the successful implantation of the Deptford’s Municipal Alliance programs for the mission of drug /alcohol prevention. The secretary is responsible for taking and sending out the minutes. Reminder calls made to alliance members. Each member is responsible for over sees a program and reporting on the event.

Risk Factor: Lack of Community involvement **C-SAP Strategy** Collaboration
Funding: DEDR \$ 1,200 Cash Match \$ In-Kind \$ **Domain: Comm.**

DEPTFORD TOWNSHIP CONTINUED

Community Events – There are many different events that are held at the Recreation center along with Fasola Park. There are a total of **four (4) events** that will be worked on throughout the year. All are made an ATOD free environment. Deptford residents of different age groups will be able to enjoy a fun full day of activities and anti- A.T.O.D. messages through the information that will be distributed. There will events for everyone in the community to enjoy. This event is even a great time for the seniors. It’s an all day event that takes place **four (4) times** a year. These events aren’t just pulled together in one day it takes a lot of volunteers, participation, and collaboration in allowing these things to run smoothly.

RISK FACTOR: Family Management Problems **C-SAP Strategy:** Alternative
Funding: DEDR \$1,800 Cash Match \$ 700 In-Kind \$ **Domain: Comm.**

Cop-and-a-Half – 5th grade students, 10-11 year olds will be selected from an essay contest which subject will involve drugs, tobacco or alcohol. These winning students will be suited in a police uniform and will be “emissaries” between the Police Department and their fellow students. There will be a total of 40 sessions – meeting once a week during the school year.

RISK FACTOR: Early Anti-Social Behavior **C-SAP Strategy:** Alternative
Funding: DEDR \$ 750 Cash Match \$ 0 In-Kind \$ 665 **Domain: School**

***Senior Awareness/Events** – Local Pharmacist and or physician will meet with and review medications and side effects with seniors at the Senior Lunch program. Other selected senior activities will also be presented. A major focus of this program will be the interaction of alcohol with seniors prescribed medication as well as any other interaction with various medications. Senior as we know are an isolated population and need programs to inform them of places that they can go and people that they need to call.

RISK FACTOR: Isolation/Loss **C-SAP Strategy:** Education
Funding: DEDR \$ 2,500 Cash Match \$800 In-Kind \$ **Domain: Individual/Peer**

ELKS PEER LEADERSHIP PROGRAM –is a program that runs during the schools year. This allows students at high risk to be involved with an after school program rather just going home after school with nothing to do. During this time the students talk everyday about issues that they may be having at home or what ever. This gives them self-esteem, confidence, and how to deal with peer pressure in their daily lives. When a child has all these qualities it gives them the strength they need to say “NO” to A.T.O.D. Also, for a week in the summer they are taken from there environment to learn that you can have fun without being under the influence. Being a role model is a goal of this program for all that are able to attend. These students come to my County Wide meetings and will share their experiences with my Alliance Chairpersons.

Risk Factor: Early Anti-Social Behavior **C-SAP:** Prevention Education
Funding: DEDR 1,169 Cash Match \$ 101 In-Kind \$ 3,000 **Domain: Individual/Peer**

DEPTFORD TOWNSHIP CONTINUED

Summer Camp/Youth Program - These youth programs will be facilitated at the Deptford Twp. Skating Center. These kids are ages from 6-12 yrs and staff will have activities age appropriate with these kids. These kids are dropped off early in the morning and are picked around or before 6:00. 12:30 till 3:00 the kids will be skating. The rink will have around 30-40 kids per week. The camp runs from June till the end of August. These programs include Arts/Crafts and/ or on Fridays they have movie day. The monies are used for materials and refreshments for the kids after there activity is completed.

Risk Factor: Early Anti-Social Behavior

C-SAP: Prevention Education

Funding: DEDR 1,750 Cash Match \$ 2,410 In-Kind \$ 3,000 **Domain: Individual/Peer**

Red Ribbon Week – Target population, k-6th graders – showing intolerance of drugs in our schools by the wearing of a red ribbon which is part of a National Program proclaimed by Congress. The schools who participate in wearing of the red ribbon carry the message that it is okay to say “NO TO ATOD”

RISK FACTOR: Favorable Attitudes

C-SAP Strategy: Communications

Funding: DEDR \$ 900 Cash Match \$ 0 In-Kind \$ **Domain: School**

East Greenwich Township

DEDR- \$ 9,627

Cash Match -\$ 2,407

In-Kind -\$ 7,220

Dare – This comprehensive prevention program follows a carefully structured focusing on topics such as personal safety, drug use and misuse, consequences of behavior, resisting peer pressure, managing stress, role models and support system. It teaches students to value self while developing strong refusal skills. This program is done in all the (3) 6th classes for 10 weeks. After completion of this program there is a follow up an A.T.O.D. Assembly called “The Power of One” that concludes everything that is taught during this time.

RISK FACTOR: Early First Use

C-SAP Strategy: Education

Funding: DEDR \$ 1,500

Cash Match \$ 200

In-Kind \$

Domain: School

***Senior Awareness** – Local Pharmacist and or physician will meet with and review medications and side effects which seniors at the Senior Lunch program. Other selected senior activities will also be presented. A major focus of this program will be the interaction of alcohol with seniors prescribes medication as well as the interaction of various medications with each other.

RISK FACTOR: Isolation/Loss

C-SAP Strategy: Education

Funding: DEDR \$1,200

Cash Match \$ 107

In-Kind \$ 2,500

Domain: Individual/Peer

Elks Peers Leadership – Elks Peers Leadership is a program that is done every year through the YMCA and who attends this camp are the 5th graders. This is a 3 day 2 night program that is full of events which include skits, anti-bullying, self-esteem and introduces DARE. The nights are also a time where they are still encouraging and doing A.T.O.D. activities. There’s a gentlemen that is involved with the camp and entertains them with an A.T.O.D. magical act on all of the topics that they had learned throughout the day.

Risk Factor: Anti-Social Behavior

C-SAP Strategy: Education

Funding: DEDR \$ 1,600

Cash Match \$ 0

In-Kind \$ 2,500

Domain: Individual/Peer

***Red Ribbon Week** – Target population, k-6th graders – showing intolerance of drugs in our schools by the wearing of a red ribbon which is part of a National Program proclaimed by Congress. The schools who participate in wearing of the red ribbon carry the message that it is okay to say “NO TO ATOD”

RISK FACTOR: Favorable Attitudes

C-SAP Strategy: Communications

Funding: DEDR \$ 400

Cash Match 200

In-Kind \$

Domain: School

Anti –Gang Program/with A.T.O.D. Component Elementary School – Dion Henry will be providing an Anti-Gang Program with an emphasis on A.T.O.D. and its’ relationship between the two. This will be taught in the middle for a 5 week program. His focus will be on how violence is related to drugs and alcohol abuse and encouraging the students not to be tempted or peer pressured and learning to walk away. During Dion’s program pre and post test will be

distributed. Following this program will be an Assembly with "Gizmo" Pre and Post test are incorporated.

RISK FACTOR: Early Ant- Behavior/Rebellious **C-SAP Strategy:** Communications
Funding: DEDR \$ 1,427 Cash Match \$0 In-Kind \$ **Domain: School**

East Greenwich Township Continued

Community Events – Many different events will be held at the Fire Hall all events are an ATOD free environment. Residents of different age groups will be able to enjoy a fun full day of activities and anti- A.T.O.D. messages. There will events for everyone in the community to enjoy. This event will be even great for the seniors. There aren't many functions for the residents to share with one another but this is one of them. Many people don't get out much and with not having to go far they are able to enjoy a day full of entertainment and good people.

RISK FACTOR: Family Management Problems **C-SAP Strategy:** Alternative
Funding: DEDR \$2,100 Cash Match \$ 1,000 In-Kind \$ 2,220 **Domain: Comm.**

Babes - This is a 6 week program that is geared toward A.T.O.D. prevention K-3rd. Each week the teacher will come is to teach a new lesson. These lesson include Self-Esteem, Peer Pressure, Basics of A.T.O.D., Retreat is not defeat, Coping Skills, and Rhonda's Story. They will be taught how to say "NO" when needed.

RISK FACTOR: Early First Use **C-SAP Strategy:** Education
Funding: DEDR \$1,100 Cash Match \$ 0 In-Kind \$ **Domain: School**

Newsletter and Mailings – A semi-annual newsletter containing news of ATOD prevention events and resources will be mailed to residents in the Township. The Alliance will publish the newsletter and invite other Community organizations as well to contribute news of their respective prevention efforts.

Risk Factor: Favorable Attitude **C-SAP Strategy** Communication
Funding; DEDR \$0 Cash Match \$400 In-Kind \$ **Domain: Comm.**

MISC. - These monies will be used for certain A.T.O.D. materials or refreshments. Also an event or program may need just a little extra monies that is why this would be needed.

Risk Factor: Favorable Attitude **C-SAP Strategy** Communication
Funding; DEDR \$0 Cash Match \$500 In-Kind \$ **Domain: Comm.**

Elk/Franklin Township

DEDR -\$20,364

Cash Match- \$5,091

In-Kind -\$ 15,273

***Peers in Transition** – Transition project is a program designed to assist ninth grade students in making a successful transition from middle into high school. By addressing concerns and problem areas such as relieving stress, bullying, and even everyday problems that the students themselves introduce and building a “road map” to guide them, the students are ensured of a smooth assimilation.

Risk Factor: Anti Social/Rebelliousness

C-SAP: Education

Funding: DEDR\$ 4,450 Cash Match \$ 2,200 In-Kind \$ 4,391 **Domain: Individual/Peer**

***Project Graduation** – This activity spans the entire school year and focuses on the Senior Class educating against drinking and driving. At Senior Assemblies and class meetings anti-drinking and driving education is promoted through the use of lectures, presentations, group discussions, promotional items and videos over the school channel.

RISK FACTOR: Community Norms

C-SAP Strategy: Alternatives

Funding: DEDR \$ 2,439 Cash Match \$ 0 In-Kind \$ 3,000 **Domain: Individual/Peer**

Anti –Gang Program/with A.T.O.D. Component Middle School – Dion Henry will be providing an Anti-Gang Program with an emphasis on A.T.O.D. and its’ relationship between the two. This will be taught in the middle for a 5 week program. His focus will be on how violence is related to drugs and alcohol abuse and encouraging the students not to be tempted or peer pressured and learning to walk away. During Dion’s program pre and post test will be distributed. Following this program there will be an Assembly called “Half-Way There” Pre and Post test are incorporated.

RISK FACTOR: Early Ant- Behavior/Rebellious

C-SAP Strategy: Communications

Funding: DEDR \$ 3,000 Cash Match \$ 1,091 In-Kind \$ 1,760 **Domain: School**

***DARE** – This is a comprehensive prevention program presented by the local police department. Topics such as personal safety, drug use and misuse, consequences of behavior, resisting peer pressure, managing stress, role models and support systems are taught to elementary school 5th grade students.

RISK FACTOR: Early First Use

C-SAP Strategy: Education

Funding: DEDR \$ 3,000 Cash Match 0 In-Kind \$ 1,800 **Domain: School**

***Prevention Program/Consultant Coordinator** – Qualified personnel to coordinate, plan and implement community based drug and alcohol prevention programs and activities. This person will make sure that all of the programs requirements are met and quarterly reports are handed in a timely matter. Linda Lawyer is the person who helps for these programs to be successful in the schools and the community.

RISK FACTOR: Early First Use **C-SAP Strategy Collaboration**
Funding: DEDR \$ 2,300 Cash Match \$ 1,000 In-Kind \$ 2,750 **Domain: Family**

Red Ribbon Week – Target population K-6 graders showing intolerance of drugs in our schools by the wearing of a Red Ribbon which is a part of national Program proclaiming by Congress. The schools who participate in wearing a Red Ribbon saying that is ok to say “NO” TO ATOD”.

Risk Factor: Early First Use **C-SAP - Education**
Funding: DEDR \$975 Cash Match \$125 In-Kind \$ 472 **Domain: School**

Elk/Franklin
Township Continued

***Senior Awareness** – Local pharmacists and/or physician will meet with and review medications and side/effects with Senior at the senior Lunch Program and selected Senior Citizens activities. A Focus of this program is the interaction of alcohol with medications as well as the interactions of various medications with each other.

Risk Factor: Isolation/Loss **C-SAP – Education**
Funding: DEDR \$ 1,200 Cash Match \$ 325 In-Kind \$ 800 **Domain: Individual/Peer**

***National Night Out** – In conjunction with proposed plans to start up a town watch group with a target of a joint participation in National Night Out, the alliance will be assisting in setting up and funding programs and display of all alliance sponsored programs at information centers demonstrations and activities throughout the towns. During the year we are joined by other committees because we are all here for the same reason taking back our communities and allowing the people who are starting all the trouble that we are here to send a message that we will not tolerate any tolerance of A.T.O.D. use. There are many of there peers who are getting involved to help other just to say “NO”.

Risk Factor: Lack of Community Awareness **C-Sap Collaboration**
Funding: DEDR \$ 0 Cash Match \$ 350 In-Kind \$ 300 **Domain: Comm.**

Natural Helpers – The Natural Helpers program will write skits and perform them for the Middle School and 6th graders in district. They will address the concerns and problems that students deal with on an everyday basis. Topics will include addiction, drugs, alcohol, bullying, teasing, gangs, prescription drug use/abuse and physical abuse. Also, this group will start a welcome wagon where Natural Helpers will be matched with a new student to help them acclimate to their own environment.

Risk Factor – Favorable Attitude towards A.T.O.D. use/
 Anti Social Behavior/Rebellion **C-Sap Education**
Funding: DEDR \$1,500 Cash Match \$ In-Kind \$ **Domain: Family**

Challenge Day – The day long, interactive Challenge Day program provides teens and adults with tools to tear down the walls of separation, and inspires participants to live, study and work in an encouraging environment of acceptance, love, and respect. Challenge Day Leaders guide teens on a carefully designed exploration of the ways people separate from each other, and model tools for creating connection and building community. The program increases self-esteem, help shift dangerous peer pressure to positive support, and reduce the acceptability of teasing, oppression, and all forms of violence. The “Be the Change Team” sustain the cultural and paradigm shifts created through Challenge Day all year long,

Risk Factor-Little Commitment to School/School Transitions **C-Sap Education**

Funding: DEDR \$1,500 Cash Match \$ In-Kind \$ **Domain: School**

Glassboro Borough

DEDR- \$16,341 Cash Match- \$4,085 In-Kind- \$ 12,255

***BOYS AND GIRLS CLUB** – Youth in 5th through 12th grades will participate in supervised, structured activities that provide alternatives to at-risk behaviors and promote development of positive life styles. Activities will include (“SMART MOVES”) Video project (making an anti-ATOD video). Rennie Harris Hip-Hop Workshop and making an Alliance Newsletter.

Risk Factor: Early First Use **C-SAP Strategy:** Early Intervention
Funding DEDR \$ 3,000 Cash Match \$1,000 In-Kind \$ 2,000 **Domain: Family**

Dare – This comprehensive prevention program follows a carefully structured focusing on topics such as personal safety, drug use and misuse, consequences of behavior, resisting peer pressure, managing stress, role models and support system. It teaches students to value self while developing strong refusal skills. This program is done in all the (3) 6th classes for 10 weeks. After completion of this program there is a follow up an A.T.O.D. Assembly called “The Power of One” that concludes everything that is taught during this time.

RISK FACTOR: Early First Use **C-SAP Strategy:** Education
Funding DEDR \$ 1,500 Cash Match \$ 1,000 In-Kind \$ 5,000 **Domain: School**

Youth /Recreation Alterternative Activity -A variety of youth programs will be offered including physical recreation, creative arts, an after prom, etc., so children have alternatives to risky behavior. Programs such as PAL and midget football are ongoing. Glassboro is a community that has many latch key children who need something that will keep them on task and staying out of trouble is our goal with always the teachings of the dangers of A.T.O.D.

Risk Factor: Early First Use **CSAP Strategy** Alternative
Funding DEDR \$ 1,700 Cash Match \$ 0 In-Kind \$ 0 **Domain: Family**

Elks and Youth Peer leadership Program: Discover Create, Inspire this is the theme for the students to understand when the conference is completed. The prevention of A.T.O.D. is one component that will be the overall theme of “Wellness America”. This year three goals are to Discover their true potential, Create a clear set of goals for themselves that include a drug free life style and Inspire our youth to be the best leaders they can be and return to their community stronger and healthier.

Risk Factor: Anti-Social Behavior **C-SAP Strategy:** Education
Funding DEDR \$ 1,000 Cash Match \$ In-Kind \$ 0 **Domain: Family**

***Prevention Program/Consultant Coordinator** – Qualified personnel to coordinate, plan and implement community based drug and alcohol prevention programs and activities. This person will make sure that all of the programs requirements are met and quarterly reports are handed in

a timely matter. Linda Lawyer is the person who helps for these programs to be successful in the schools and the community.

RISK FACTOR: Early First Use

C-SAP Strategy Collaboration

Funding: DEDR \$ 1,000 Cash Match \$ 0

In-Kind \$ 0 **Domain: Family**

Glassboro Continued

After School A.T.O.D. Activities – A variety of programs will be developed to teach adults of the importance of the role playing and how this is able to help our children be A.T.O.D. free. Having the adults being able to be aware of what is going on when they are not with Their children are a great advantage. You are able to ask questions and also are able to see signs of different behavior which is an indicator of A.T.O.D. use and Abuse

Risk Factor – Lack of Community Norms

C-SAP Early Interventions

Funding DEDR \$ 2,841 Cash Match \$159

In-Kind \$ 500 **Domain: Family**

***Parent Education/Senior Education/**

Crime Prevention – A variety of Adult programs and A.T.O.D. information that enables adults To read, review and understand the dangers and risk that are surrounding our children.

This information allows them to understand the different sign of A.T.O.D. use before it is too late. We are affording the opportunity for Parents to be educated on signs/symptoms.

Risk Factor - Lack of Community Norms

C-SAP Early Interventions

Funding DEDR – 1500 Cash Match \$ 500

In-Kind \$500 **Domain: Family**

Community Events – Many different events are held at Glassboro’s Complex. All events are an ATOD free environment. Glassboro residents of different age groups will be able to enjoy a fun full day of activities and anti- A.T.O.D. messages. There will events for everyone in the community to enjoy. This event will be even great for the seniors. It allows them a place to go and have fun all day. These events take a lot of planning and much needed help from many volunteers.

RISK FACTOR: Family Management Problems

C-SAP Strategy: Alternative

Funding: DEDR \$1,000 Cash Match \$ 226

In-Kind \$ 2,000 **Domain: Family**

***Project Graduation** – This activity spans the entire school year and focuses on the Senior Class educating against drinking and driving. At Senior Assemblies and class meetings anti-drinking and driving education is promoted through the use of lectures, presentations, group discussions, promotional items and videos over the school channel.

RISK FACTOR: Community Norms

C-SAP Strategy: Alternatives

Funding: DEDR \$2800 Cash Match \$1,200

In-Kind \$ 2,000 **Domain: Individual/Peer**

Greenwich Township

DEDR \$ 9,540

Cash Match \$ 2,383

In-Kind \$7,155

***DARE** – This comprehensive prevention program follows a carefully structured curriculum focusing on topics such as personal safety, drug use and misuse, consequences of behavior, resisting peer pressure, managing stress, role models and support systems. It teaches students to value self and never to begin A.T.O.D. use.

Risk Factor: Early First Use

C-SAP Strategy: Education

Funding DEDR \$433

Cash Match \$ 1,767

In-Kind \$ 500 **Domain: School**

***Project Prom/Graduation** – Parents, Municipal Alliance Committee Members come together to develop a program and events that will foster anti-alcohol/drug use and the Prom Committee activities in a safe supportive environment. Young adults are afforded enjoy life without the pressure of expectant adult “partying” This night is focused non students understanding that you don’t need A.T.O.D. in your life to make you have a good time.

Risk Factor: Early Anti-Social Lack of Monitoring

C-SAP Strategy: Alternatives

Funding DEDR \$ 1,000

Cash Match 0

In-Kind \$ 500 **Domain: School**

Extended Latch Key Program – An after school program with numerous activities, offering positive stimulation. Drug/alcohol awareness will be made evident to these students. Also this program will assist in better education and study habits by work with other students. This also allows for peer mentoring being present. Parent will know that their children are safe while they are at work. ATOD materials distributed.

Risk Factor: Social Deprivation

C-SAP Strategy: Alternatives

Funding DEDR \$ 600

Cash Match \$0

In-Kind \$0 **Domain: Family**

Community Events –An on going year long collaboration with the police and fire departments, and the Alliance that culminates with a rally at a community location. While the emphasis is on crime, ATOD awareness and community-shared prevention goals are also spotlighted. The Community at large is made aware of the activities of the Alliance and develops an understanding of the relationship of ATOD issues and crime.

Risk Factor: Low Neigh attachment/ Community

C-SAP Strategy Collaboration

Funding DEDR \$ 1,350

Cash Match \$ 0

In-Kind \$ 500 **Domain: Comm.**

***Senior Awareness** – Small workshops to ask questions about medication and practical sensible advice regarding alcohol and drug medication at no cost. Speakers experienced in chemical dependency address seniors on dangers of prescription medication abuse. Speakers encourage participation interaction in local clubs and volunteerism.

Risk Factor: Isolation /Loss

C-SAP Strategy: Education.

Funding DEDR \$ 1,500 Cash Match \$ 0 In-Kind \$ 500 **Domain: Individual/Peer**

Greenwich Continued

Billboard Contest – This contest will be conducted in the Middle school. Students will design a poster around an ATOD Prevention Awareness theme with the winning entry being turned into a billboard. The billboard, along with providing awareness of the message will also promote the Alliance and GCADA as well.

Risk Factor: Community Norms/
Favorable Attitudes toward ATOD **C-SAP Strategy:** Communication

Funding DEDR \$ 707 Cash Match 0 In-Kind \$ 0 **Domain: Individual/Peer**

Anti –Gang Program/with A.T.O.D. Component Middle School – After a 6 week program of A.T.O.D. prevention is an Anti-Gang Program with an emphasis on all areas of all substance abuse and its’ relationship between the two. This will be taught in the middle school and the focus will be on how violence is related to drugs and alcohol abuse and encouraging the students not to be tempted or peer pressured and instead learning to walk away. During the program pre and post test will be distributed. Following this program there will be an Assembly that will follow up in everything that has been taught to them over this time period..

Risk Factor: Early First Use **C-SAP Strategy:** Education

Funding DEDR \$ 1,800 Cash Match \$ 0 In-Kind \$ 500 **Domain: School**

8th Grade Graduation Event – Parents, Municipal Alliance Committee Members come together to develop a program and events that will foster anti-alcohol/drug activities in a safe supportive environment. Young adults are afforded enjoy life without the pressure of expectant adult “partying” monies provide entertainment, refreshments Etc. Also, upper classman come and talk about the trials of going to a new school which can be over whelming to some students. They talk about the pressures they may face and showing how to deal with the different situations that may arise.

Risk Factor: Early Anti-Social Lack of Monitoring **C-SAP Strategy:** Alternatives

Funding DEDR \$ 800 Cash Match In-Kind \$ 1,000 **Domain: School**

Youth Organization Sponsorship – Increasing awareness of the Municipal Alliance and its function as well as the need to focus and address the problem(s) of substance abuse. This group is dedicated to propelling the ideas of positive and healthy living through team activity. Their success though team activity and alternative mechanism to promote the alliance project. Alliance logos are displayed on sports equipment, billboards, shirts, caps, etc.

Risk Factor: Greater Influence by Peers **C-SAP Strategy:** Collaboration

Funding DEDR \$450 Cash Match \$ 0 In-Kind \$ 55 **Domain: Family**

Red Ribbon Week – Target population K-6 graders showing intolerance of drugs in our schools by the wearing of a Red Ribbon which is a part of national Program proclaiming by Congress. The schools who participate in wearing a Red Ribbon saying that is ok to say “NO” TO ATOD”.

Risk Factor: Early First Use **C-SAP - Education**
Funding: DEDR \$450 Cash Match \$ In-Kind \$ 400 **Domain: School**

A.T.O.D. Publicity - The monies will be used for Advertisement, printing and signage that Greenwich Township will need. They will post an A.T.O.D. advertisement in the High School year book requesting youth to join the alliance and a list of programs that they will be hosting.

Risk Factor: Early First Use **C-SAP - Education**
Funding: DEDR \$450 Cash Match \$ In-Kind \$ 400 **Domain: School**

Logan Township

DEDR- \$9,565 **Cash Match -\$2,391** **In-Kind- \$ 7,173**

***Community Events/NNO** – A Day long full of events for the community of Logan Township to enjoy. Activities involving distribution of information on alcohol and drugs, including physical characteristics, use abuse prevention and its impact on the individual, families and the entire community. N.N.O. is included as part of on-going year long collaboration with the Police and Fire Department “Officer McGruff”. The Alliance will culminate with a rally at different community locations raising awareness of ATOD issues and the correlation with crime.

Risk Factor: Low Neighborhood Attachment **C-SAP Strategy:** Collaboration
Funding: DEDR \$ 2,300 Cash Match \$ In-Kind \$ 1,800 **Domain: Family**

Anti –Gang Program/with A.T.O.D. Component Middle School – Dion Henry will be providing an Anti-Gang Program with an emphasis on A.T.O.D. and its’ relationship between the two. This will be taught in the middle for a 5 week program. His focus will be on how violence is related to drugs and alcohol abuse and encouraging the students not to be tempted or peer pressured and learning to walk away. During Dion’s program pre and post test will be distributed. Following this program there will be an Assembly called “Half-Way There” Pre and Post test are incorporated.

Risk Factor: Early First Use **C-SAP Strategy:** Education
Funding: DEDR \$2,350 Cash Match \$ In-kind \$ 300 **Domain: Family**

***Senior Awareness** – We will host two (2) events for the seniors 1) WE will have a Local Pharmacist and/or physician will meet with and review medications and side effects with seniors at the Senior Lunch Program.2) During the Christmas month we will host a Snow Ball Event for the seniors. Many are alone on the holidays and this will give them something to look forward too. A major focus of this program will be the interaction of alcohol with seniors prescribed medication as well as the interaction of various medications with each other.

Risk Factor: Community Norm/Favorable Attitudes **C-SAP Strategy:** Education.
Funding: DEDR \$ 1,200 Cash Match \$ In-Kind \$ 800 **Individual/Peer**

Elks Peer leadership Program/SBYS: Discover Create, Inspire this is the theme for the students to understand when the conference is completed. The prevention of A.T.O.D. is one component that will be the overall theme of “Wellness America”. This year three goals are to Discover their true potential, Create a clear set of goals for themselves that include a drug free life style and Inspire our youth to be the best leaders they can be and return to their community stronger and healthier.

Risk Factor: Anti-Social Behavior **C-SAP - Education**
Funding: DEDR \$700 Cash Match \$ In-Kind \$ **Individual/Peer**

8th Grade Graduation Dance – A provided activity after the 8th grade graduation to prevent alcohol and drug prevent A.T.O.D. use after celebration. Also included is partition and presence at the 8th grade dance to Promote A.T.O.D. awareness.

RISK FACTOR: Early Anti-Social Behavior

C-SAP Strategy: Alternative

Funding: DEDR \$ 1,000

Cash Match \$

In-Kind \$ 2,400

Individual/Peer

Logan Continued

Positive Behavior Support Programs This is a program that has derivied from the Olweus program which is a new Bullying Program that was introduced to us about a year ago. Logan Elementary school is putting this program into all of the class rooms and using it as part of their curriculum. This program will teach the students the dangers of bullying and what is considered a part of bullying because some are not aware of the dangers and harm that is causes others. Allowing this program in the school will help the awareness of bulling and the prevention of A.T.O.D. for many who have been bullied have low self esteem which leads to other issues.

Risk Factor: Early First Use

C-SAP - Education

Funding: DEDR \$1,350

Cash Match \$

In-Kind \$ 1,200

Domain: School

Red Ribbon Week – Target population K-6 graders showing intolerance of drugs in our schools by the wearing of a Red Ribbon which is a part of national Program proclaiming by Congress. The schools who participate in wearing a Red Ribbon saying that is ok to say “NO” TO ATOD”.

Risk Factor: Early First Use

C-SAP - Education

Funding: DEDR \$665

Cash Match \$

In-Kind \$ 673

Domain: School

MAC Coordinator – Qualified personnel to coordinate, plan and implement community based drug and alcohol prevention programs and activities. This person will make sure that all of the programs requirements are met and quarterly reports are handed in a timely matter. Jennifer Spinella is the person who helps for these programs to be successful in the schools and the community.

RISK FACTOR: Early First Use

C-SAP Strategy Collaboration

Funding: DEDR \$

Cash Match \$ 2000

In-Kind \$

Domain Family

Printing/Postage -: This is for A.T.O.D. Prevention Materials that may be needed to be printed or mailed out to the community.

RISK FACTOR Early First Use

C-SAP Strategy Collaboration

Funding: DEDR \$

-----Cash Match \$ 391

In-Kind \$ 0

Domain: Family

Mantua/Harrison Twp.

DEDR -\$17,977

Cash Match -\$ 4,494

In-Kind -\$ 13,482

Anti –Gang Program/with A.T.O.D. Component Middle School – Dion Henry will be providing an Anti-Gang Program with an emphasis on A.T.O.D. and its’ relationship between the two. This will be taught in the middle for a 5 week program. His focus will be on how violence is related to drugs and alcohol abuse and encouraging the students not to be tempted or peer pressured and learning to walk away. During Dion’s program pre and post test will be distributed. Following this program there will be an Assembly called “Half-Way There” Pre and Post test are incorporated.

RISK FACTOR: Early Ant- Behavior/Rebellious **C-SAP Strategy:** Communications

Funding DEDR \$ 2,700 Cash Match \$ 1,000 In-kind \$ 1,000 **Domain: School**

***Dare** – This comprehensive prevention program follows a carefully structured focusing on topics such as personal safety, drug use and misuse, consequences of behavior, resisting peer pressure, managing stress, role models and support system. It teaches students to value self while developing strong refusal skills. This program is done in all the (2) 5th classes for 17 weeks. After completion of this program there is a follow up an A.T.O.D. Assembly called “The Power of One” that concludes everything that is taught during the 17 weeks.

RISK FACTOR: Early First Use **C-SAP Strategy:** Education **Domain School**

Funding: DEDR \$ 2,000 Cash Match \$ In-Kind \$ 3,000 **Domain: School**

Project Prom/Graduation Clearview Regional Program – Designed to assist high school students with identifiable problems (intervention). This program offers workshops, relevant resource materials as well as experienced speakers addressing the subject of alcohol and drug abuse. The program is organized by the Substance Awareness Coordinator.

Risk Factor: Greater Influence by peers **C-SAP Strategy:** Collaboration

Funding: DEDR \$ 1,800 Cash Match \$ 1,100 In-Kind \$ 2,000 **Domain: School**

***Police Explorers** – Essentially a scouting program designed to develop a relationship between local police and adolescent residents. This program heightens awareness and appreciation for the job police do in our community as well as exposing young people to police work as a possible career path. Explorers are required to attend regular meetings and are called upon to perform certain auxiliary police duties. They also will patrol the parks in the Motorized Vehicle during games and different events.

Risk Factor: Community Norms **C-SAP Strategy:** Education

Funding: DEDR \$ 1,000 Cash Match \$ 0 In-Kind \$ 1,000 **Individual/Peer**

***Club Pride** – This is an after school club that meets weekly and focuses on drug/alcohol prevention education through skits, songs, role play and activities that promote a drug free

lifestyle. Activities are coordinated through a trained facilitator and teacher advisor. Some after school trips are also done.

Risk Factor: All

Funding: DEDR \$ 1,800 Cash Match \$

C-SAP Strategy: Early Intervention
In-Kind \$ 1,000 **Individual/Peer**

Mantua/Harrison Continued

Community Events – A day full of events for the community to gather together and to get to know their neighbors and others who they may not know. This day allows people to see what is going on in the area.. When people know their neighbors they tend to watch out for each other. We are all so very busy so it’s nice to have an extra pair of eyes. Community Events are a wonderful thing and at these events hand outs and educational information is placed on the tables so that others who aren’t aware of the Dangers of A.T.O.D. can be informed.

Risk Factor: Low neighbor Attachment/Comm. Disorganization **C-SAP Strategy** Collaboration

Funding: DEDR \$ 3,000 Cash Match \$ 500 In-Kind \$ 2,000 **Domain: Family**

***Senior Citizens Program** – Mantua/Harrison Senior meet weekly basis but, twice a year. Small workshops are conducted where senior citizens can ask questions about their medications and get practical, sensible advice at no cost. Speakers, experienced in chemical dependency, address groups of seniors throughout the area on the dangers of prescription medications.

Risk Factor: Isolation/Loss

C-SAP Strategy: Education

Funding: DEDR \$ 2,500 Cash Match \$ In-Kind \$ 2,000 **Individual/Peer**

Elks Peerleadership Discover Create, Inspire this is the theme for the students to understand when the conference is completed. This year three goals are to Discover their true potential, Create a clear set of goals for themselves that include a drug free life style and Inspire our youth to be the best leaders they can be and return to their community stronger and healthier this is the theme of “Wellness America”.

Risk Factor: Anti-Social Behavior

C-SAP Strategy: Education

Funding: DEDR \$ 1,400 Cash Match \$ 400 In-Kind \$ 2,000 **Domain: Individual/Peer**

Summer Camp – During the summer Mantua/Harrison Twp. will open all three of their elementary schools and will use these schools for a latch key/Summer Camp. The camp runs throughout the summer. They have certified teachers that are running all the activities. Each Friday of the summer the children are exposed to an A.T.O.D. prevention program. The Dare Officer will speak, Frank Smith from the county will come speak to the children and they also have A.T.O.D. prevention videos that are shown.

Risk Factor: Social Deprivation

C-SAP Strategy: Alternatives

Funding: DEDR \$ 1,777 Cash Match \$0 In-Kind \$1,000 **Domain: Family**

SBYS/GCIT- This program is a School Based Youth Program that is located at the Gloucester County Institute which is also a High School for those students who are specializing in a certain career Path. The monies that are allocated allows’ these students from all over Gloucester County to get an A.T.O.D. Prevention that all of the other school around are receiving. Also, SBYS has their own programs that they A.T.O.D. share with other schools from the area.

Risk Factor: Anti-Social Behavior

C-SAP Strategy: Education

Funding: DEDR \$

Cash Match \$ 1,494

In-Kind \$ 2,000 Domain: Individual/Peer

Monroe Township

DEDR- \$23,460

Cash Match -\$5,865

In-Kind- \$17,595

Dare – This comprehensive prevention program follows a carefully structured focusing on topics such as personal safety, drug use and misuse, consequences of behavior, resisting peer pressure, managing stress, role models and support system. It teaches students to value self while developing strong refusal skills. This program is done in all the (6) 5th classes for 17 weeks. After completion of this program there is a follow up an A.T.O.D. Assembly called “The Power of One” that concludes everything that is taught during the 17 weeks.

RISK FACTOR: Early First Use

C-SAP Strategy: Education

Domain School

Funding: DEDR \$ 4,800

Cash Match \$ 2,400

In-Kind \$ 2,500 **Domain: School**

Project Graduation/After Prom Party - This activity is designed to provide a drug and alcohol free environment for those attending the Project Prom/Graduation. Preparation for this activity provides is a year long process that includes many people planning this process for a successful night. There are many fund raisers that are take place and donations given from town businesses to help cut costs. This all night event is taken very seriously once the students are in the place they are not let out unless picked up by a parent. This event takes place twice a year once for the Prom/Project Graduation this time allows students and faculty peer interaction in the pursuit of concrete and entertaining ways to enhance alcohol and drug prevention.

RISK FACTOR: Favorable Attitudes

C-SAP Strategy: Alternative

Funding DEDR \$ 2,000

Cash Match \$ 500

In-Kind \$ 1,345 **Domain: School**

Senior Awareness – Local pharmacists and/or physicians will meet with and review medications and side/after effects with Senior at the Senior Lunch Program and other selected Senior Citizen activities. A major focus of this program will be the interaction of alcohol with seniors prescribed medications as well as the interactions of various medications with each other.

Risk Factor: Isolation/Loss

C-SAP Strategy: Education

Funding: DEDR \$ 1,710

Cash Match \$ 165

In-Kind \$ 1,000 **Domain: Individual/Peer**

National Night Out – National Night Out takes a lot of preparation and many volunteers are there to make sure that this event is well received by the community. After the night is over they are preparing for the next year. An on-going, year long collaboration with Police and Fire Department, and the Alliance culminates together at a rally at the end. While the emphasis is on crime, ATOD awareness and community-shared prevention goals are also spotlighted. The Community at large is made aware of the activities of the Alliance and develops an understanding of the relationship of ATOD issues and crime. **Domain: Community**

RISK FACTOR: Low neighborhood attachment **C-SAP Strategy:** Collaboration

Funding: DEDR \$ 2,350

Cash Match \$800

In-Kind \$ 1,500 **Domain: Comm.**

Community Gathering – Provides an opportunity for heightened community awareness of alcohol and drug abuse prevention. A variety of drug awareness and health related information is made available to general public through the distribution of flyers, brochures, handouts and special activities.

Risk Factor: Social Depravation

C-SAP Strategy: Communication

Funding: DEDR \$1,900 Cash Match \$ 200 In-Kind \$ 2,500 **Domain: Comm.**

Monroe Continued

Anti –Gang Program/with A.T.O.D. Component High School –High School Anti-Gang Program with an emphasis on A.T.O.D. and its’ relationship between the two. Monroe High School program focus will be on how violence is related to drugs and alcohol abuse and encouraging the students not to be tempted or peer pressured and learning to walk away. Weeks after program there will be an Assembly called “Half-Way There” Pre and Post test are incorporated.

RISK FACTOR: Early Ant- Behavior/Rebellious

C-SAP Strategy: Communications

Funding: DEDR \$ 5,800 Cash Match \$500 In-Kind \$ 1,000 **Domain: School**

Community Halloween Night - On October 31st the Community of Monroe Twp. gathers at the Williamstown High School auditorium where they can bring their children and safely trick or treat. Monroe Alliance and businesses contribute candy etc. Trick or Treaters will be able to participate in Halloween activities in a safe haven. This is an alternative activity in an atmosphere free of the danger of ATOD.

Risk Factor: Early First Use

C-SAP Strategy: Collaboration

Funding: DEDR \$ 600 Cash Match \$ 200 In-Kind \$ 2,500 **Domain: Family**

Alliance Secretary – All secretarial support for the successful implantation of the Monroe Municipal Alliance programs for the mission of drug /alcohol prevention.

Risk Factor: Lack of Community involvement

C-SAP Strategy Collaboration

Funding: DEDR \$ 600 Cash Match \$ In-Kind \$ 2,250 **Domain: Comm.**

Red Ribbon Week - This is where the whole school population is targeted from k-12th grade showing intolerance of drugs in our schools by the wearing of a Red Ribbon which is part of a National Proclaimed program by Congress. The schools who participate in wearing of the Red Ribbon carry the message that it’s ok to say “NO TO A.T.O.D.” Also, during the week different prevention activities are planned.

Risk Factor – Early Anti-Social Behavior

C-SAP Strategy– Collaboration

Funding - DEDR \$ 1,500 Cash Match \$ 100 In- Kind \$1,000 **Domain: School**

Promotional Items – These Monies will be used for items that weren’t able to be purchased for a particular program at the time because they might not have had enough money or to buy some extra supplies to have around for Community Events as give a-ways.

Risk Factor – Lack of Clear Expectations

C-SAP Strategy – Collaboration

Funding – DEDR 0 Cash Match \$ 200 In-Kind \$1,000 **Domain: Comm.**

Anti -Bullying Program -This is a program that has derived from the Olweus program which is a new Bullying Program that was introduced to us about a year ago. Monroe Middle school is

Senior Awareness Program – Small workshops to ask questions about medication and practical sensible advice regarding alcohol/drug use and abuse. Speakers experienced in chemical dependency address seniors on dangers of prescription medication/ Alcohol abuse. Speakers encourage participation interaction in local clubs and volunteerism.

Risk Factor: Isolation/Loss

C-SAP Strategy: Education

Funding: DEDR \$ 1,025 Cash Match \$184 In-Kind \$1,500 **Domain: Individual/Peer**

National Park Borough Continued

Movie Night/ Mischief Night – Junior High School, 12-13 year olds will be given free movie tickets for October 30th commonly known as “Mischief Night”. WE will be hosting a Movie in the park. Parents are encouraged to bring all the children. We would like to make this a family night and give a new meaning to “Mischief Night”. Pop-Corn and Soda’s will be served.

Risk Factor: Early Anti- Social Behavior

C-SAP Strategy: Alternative

Funding: DEDR \$ 750 Cash Match \$ In-kind \$ 456 **Domain: Individual/Peer**

Red Ribbon – This is where the whole school population is targeted from K to 12th grade showing intolerance of drugs in our schools by the wearing of a red ribbon which is part of a National Program proclaimed by Congress. The schools who participate in wearing of the red ribbon carry the message that it is ok to say “NO TO ATOD”

Risk Factor: Favorable Attitudes toward A.T.O.D.

C-SAP Strategy: Communication

Funding: DEDR \$ 500 Cash Match \$ In-Kind \$ **Domain: School**

Elks Peerleadership SBYS - An A.T.O.D. Program that allows teenagers to face many challenges and decisions as their on there way to adult hood. The School Based Youth Services program is coordinated withal school districts to provide this service. We want to encourage and enhance education, improve coping skills, and provide positive life experiences. This program will help them become responsible, self-sufficient, and provide life skills including learning how to say no to A.T.O.D. This gives them freedom learning to say no because they don’t have to worry about being pressured into anything that that don’t want to.

Risk Factor: Early Anti Social Behavior

C-SAP Prevention Education

Funding: DEDR \$483 Cash Match \$467 In-Kind \$ **Domain: School**

Community Events – This is a day full of a lot of events for the community to gather together and to get to know their neighbors and others who they may not know. This day allows people to see what is going on in the area. This allows people to be aware of your surroundings. When people know their neighbors they tend to watch out for each other. We are all so very busy so it’s nice to have an extra pair of eyes. Community Events are a wonderful thing and at these events hand outs and educational information is placed on the tables so that others who aren’t aware of the Dangers of A.T.O.D. can be informed.

Risk Factor: Low neighbor Attachment/Comm. Disorganization **C-SAP Strategy** Collaboration

Funding: DEDR \$ 1,000 Cash Match \$500 In-Kind \$ 1,000 **Domain: Family**

After School Activities Program – The SAC works at the local grade school and the regional high school to meet the needs of students in grades K-12. The children who are at risk living with parents who use and are substance abusers. This program seeks to aid these students in

developing healthy coping and decision making skills. The program is voluntary. Services provided include peer mediation, conflict resolution, referrals to appropriate community services SADD programs and family contacts. Issues addressed include poor self-image, student drug or alcohol use, pregnancy, and drug and or alcohol use of family members.

Risk Factor: Family Management Problems

C-SAP Strategy: Education

Funding: DEDR \$ 750 Cash Match \$ 0 In-Kind \$ **Domain: Individual/Peer**

Newfield Borough

DEDR- \$ 8,104 Cash Match -\$ 2,026 In-Kind- \$ 6,078

Dare – This comprehensive prevention program follows a carefully structured focusing on topics such as personal safety, drug use and misuse, consequences of behavior, resisting peer pressure, managing stress, role models and support system. It teaches students to value self while developing strong refusal skills. This program is done in all the (5) 5th classes for 10 weeks. After completion of this program there is a follow up an A.T.O.D. Assembly called “The Power of One” that concludes everything that is taught during the 17 weeks.

Risk Factor: Early First Use/Anti Social Behavior

C-SAP Strategy: Education

Funding: DEDR \$2026 Cash Match \$ In-Kind \$ 1500 **Domain: School**

Anti –Gang Program/with A.T.O.D. Component Middle School – Dion Henry will be providing an Anti-Gang Program with an emphasis on A.T.O.D. and its’ relationship between the too. This will be taught in the middle for a 5 week program. His focus will be on how violence is related to drugs and alcohol abuse and encouraging the students not to be tempted or peer pressured and learning to walk away. During Dion’s program pre and post test will be distributed. Following this program there will be an Assembly called “Half-Way There” Pre and Post test are incorporated.

Risk Factor: Early First Use

C-SAP Strategy: Education

Funding: DEDR \$ 880 Cash Match \$ 626 In-Kind \$ **Domain: School**

Senior Awareness – Local pharmacist and or physician will meet and review medications and side effects with seniors at the Senior Lunch Program. Other selected senior activities will also be presented. A major focus of this program will be the interaction of alcohol with seniors prescribed medication as well as the interaction of various medications with each other.

Risk Factor: Isolation/Loss

C-SAP Strategy: Education

Funding: DEDR \$ 1,520 Cash Match \$ 400 In-Kind \$ **Domain: Individual/Peer**

National Night Out – This is an on-going, year long collaboration with the police and Fire Department, “Officer McGruff” and the Alliance that culminates with a rally at community locations. While the emphasis is on crime, ATOD awareness and community-shared prevention goals are also spotlighted. The community at large is made aware of the activities of the Alliance and develop an understanding of the relationship of ATOD issues and crime.

Risk Factor: Low Neighborhood attachment

C-SAP Strategy: Collaboration.

Funding: DEDR \$ 1,000 Cash Match \$ 400 In-Kind \$ 2078 **Domain: Comm.**

Project Graduation – This activity spans the entire school year focuses in the Senior Class and educating against drinking and driving. Using Senior Assemblies and class meetings anti-

drinking and driving education is promoted through the use of lectures, presentations, group discussions, promotional items and videos over the school channel. Primarily community venture Project Graduation is headed by the Parent Advocate Committee and supported by the Municipal Alliance and the Teachers Education Association. Believing that graduation activities put young people at greater risks that after prom activities great emphasis is placed on “the whole village” concept to reduce the risk of drunk driving. All food is donated and transportation is provided to and from the dance at no charge.

Risk Factor: Anti Social Behavior/Rebelliousness **C-SAP:** Alternative
Funding: DEDR \$ 503 Cash Match \$ 300 In-Kind \$ 1000 **Domain: Individual/Peer**
Newfield Continued

Newfield Day – Provides an opportunity for heightened community awareness of alcohol and drug abuse prevention. A variety of drug awareness and health related information which is made available to the general public through the distribution of flyers, brochures, handouts, and special activities. This will be a community awareness which is located at the elementary school.

RISK FACTOR: Social Deprivation **C-SAP Strategy:** Communication
Funding: DEDR \$1,175 Cash Match \$ In-Kind \$ 1500 **Domain: Comm**

Red Ribbon Week – Target population K-6 graders showing intolerance of drugs in our schools by the wearing of a Red Ribbon which is a part of national Program proclaiming by Congress. The schools who participate in wearing a Red Ribbon saying that is ok to say “NO” TO ATOD”.

Risk Factor: Early First Use **C-SAP - Education**
Funding: DEDR \$ 300 Cash Match \$300 In-Kind \$ **Domain: School**

Elks Peerleadership - An A.T.O.D. Program that allows teenagers to face many challenges and decisions as their on there way to adult hood. The School Based Youth Services program is coordinated withal school districts to provide this service. We want to encourage and enhance education, improve coping skills, and provide positive life experiences. This program will help them become responsible, self-sufficient, and provide life skills including learning how to say no to A.T.O.D. This gives them freedom learning to say no because they don’t have to worry about being pressured into anything that that don’t want to.

Risk Factor: Early Anti Social Behavior **C-SAP** Prevention Education
Funding: DEDR \$ 700 Cash Match \$ In-Kind \$ **Domain: School**

Paulsboro Borough

DEDR- \$ 10,854

Cash Match- \$ 2,713

In-Kind -\$ 8,140

***Project Graduation/Prom** – Parents, Municipal Alliance Committee Members come together to develop a program and events that will foster anti-alcohol/drug use and the Prom Committee activities in a safe supportive environment. Young adults are afforded the opportunity to enjoy life without the pressure of expectant adult “partying”.

Risk Factor: Favorable Attitudes

C-SAP Strategy: Alternatives

Funding: DEDR \$1,000 Cash Match \$ 500 In-Kind \$ **Domain: School**

***DARE** – A national, standardized curriculum for ATOD resistance education, with strictly structured lesson plans taught in the classroom during the school day. A DARE certified police instructs students in ATOD alternatives to violence among other topics. The program runs in 17 week cycles with an anticipated 1,000 students to be impacted during the school year.

Risk Factor: Early Anti-Social Behavior

C-SAP Strategy: Education

Funding: DEDR 715 Cash Match \$500 In-Kind \$ **Domain: School**

Community Events – This is an on-going, year long collaboration with the police and Fire Department, “Officer McGruff” and the Alliance that culminates with a rally at a local community location. While the emphasis is on crime, ATOD awareness and community-shared prevention goals are also spotlighted. The community at large is made aware of the activities of the Alliance and develop an understanding of the relationship of ATOD issues and crime.

Risk Factor: Low Neighborhood Attachment

C-SAP Strategy: Collaboration

Funding: DEDR \$ 500 Cash Match \$1,000 In-Kind \$ 1,640 **Domain: Comm.**

***Senior Awareness** –Local pharmacist and or physician will meet and review medications and side effects with seniors at the Senior Lunch Program. Other selected senior activities will also be presented. A major focus of this program will be the interaction of alcohol with seniors prescribed medication as well as the interaction of various medications with each other.

Risk Factor: Loss/Isolation of Seniors

C-SAP Strategy: Education

Funding: DEDR \$ 500 Cash Match \$ 0 In-Kind \$ **Domain: Individual/Peer**

Anti –Gang Program/with A.T.O.D. Component Middle School – Dion Henry will be providing an Anti-Gang Program with an emphasis on A.T.O.D. and its’ relationship between the two. This will be taught in the middle for a 5 week program. His focus will be on how violence is related to drugs and alcohol abuse and encouraging the students not to be tempted or peer pressured and learning to walk away. During Dion’s program pre and post test will be distributed. Following this program there will be an Assembly called “Half-Way There” Pre and Post test are incorporated.

Risk Factor: Early First Use

C-SAP Strategy: Education

Funding: DEDR \$ 2,713 Cash Match \$238

In-Kind \$ **Domain: School**

***Boys and Girls Club** – This program will provide structured recreational activities to include arts and crafts, athletics and discussion groups for students 5012, promoting ATOD free living. Story groups will relate prevention Education to the youngsters while current events and discussion groups regarding how current events impact our lives will engage the older youth.

Risk Factor: Early First Use

C-SAP Strategy: Alternatives

Funding: DEDR \$ 2,713 Cash Match \$ 238

In-Kind \$ 3,500 **Domain: Family**

Paulsboro Continued

Summer Camp - Summer camp will be in collaboration with the Boys and Girls Club. The children will all meet in the morning at the Boys and Girls and will spend quality time reading and after that they will do some arts and crafts. The children will be provided a snack. After snack time one of the community police officer will come over for about ½ and talk to the kids about A.T.O.D. prevention. Once the police officer leaves the children will walk to the park and have lunch there and play for a little. The children will be brought back to the to be picked up at 2:00. The program will last for 8 weeks of the summer.

Risk Factor: Early First Use

C-SAP Strategy: Alternative

Funding: DEDR \$ 2,713

Cash Match \$238

In-Kind \$3,000 **Domain: School**

A.T.O.D. Community Policing Event – This is a day full of many events and the opportunity for community members to get to know their neighbors. People may live next to someone and never really know them. These events will hopefully help for one another to socialize. When people do know their neighbors they tend to watch out for them and their other family members.

Risk Factor:
Funding: DEDR \$1,500 Cash Match \$0 In-Kind 2,500 **C-SAP Strategy:** Education **Domain:** Individual/Peer

Pitman Continued

Summer Camp - Pitman summer camp will be in collaboration with the Library. The children will all meet at the local library and at this time they will spend quality time reading and after that they will do some arts and crafts. The children will be provided a snack. After snack time one of the community police officer will come over for about ½ and talk to the kids about A.T.O.D. prevention. Once the police officer leaves the children will walk to the park which is close to the library and have lunch there and play for a little. The children will be brought back to the library to be picked up at 2:00. The program will last for 8 weeks of the summer.

Risk Factor: Early First Use **C-SAP Strategy:** Alternative
Funding: DEDR \$ 1,000 Cash Match \$1,000 In-Kind \$ 00 **Domain:** School

Youth Week - Youth Week – This is a full week of activities filled with A.T.O.D. events. In many ways it is like Red Ribbon week. During this week they will have someone come into speak with the older kids and have fun A.T.O.D. for the small kids. This week they will make Banners with A.T.O.D. sayings on them. Also, what will be present is the DARE Officer who will come to speak to the other kids even though they haven't had DARE at this time.

Risk Factor: Early First Use **C-SAP Strategy:** Alternative
Funding: DEDR \$800 Cash Match \$0 In-Kind \$ 162 **Domain:** School

Red Ribbon Week – Target population K-6 graders showing intolerance of drugs in our schools by the wearing of a Red Ribbon which is a part of national Program proclaiming by Congress. The schools who participate in wearing a Red Ribbon saying that is ok to say “NO” TO ATOD”.

Risk Factor: Early First Use **C-SAP -** Education
Funding: DEDR \$ 700 Cash Match \$300 In-Kind \$ 1,250 **Domain:** School

***Renaissance Program** - Clayton’s Renaissance Program promotes a positive and safe learning environment where teachers engage in being taught the dangers of A.T.O.D. while also, they learn students are able to leaning the meaning of self-worth through this experience and they also, learn that they are worth something Having activities for them to participate in such as this enables them to be aware of the dangers of ATOD use **Domain School**

RISK FACTOR: Early Anti-Social Behavior **C-SAP Strategy:** Communications
Funding: DEDR\$700 Cash Match \$ 0 In-Kind \$

South Harrison

DEDR- \$7,784

Cash Match -\$1,946

In-Kind -\$5,838

*** Elks and Youth Peer leadership Program:** Discover Create, Inspire this is the theme for the students to understand when the conference is completed. The prevention of A.T.O.D. is one component that will be the overall theme of "Wellness America". This year three goals are to Discover their true potential, Create a clear set of goals for themselves that include a drug free life style and Inspire our youth to be the best leaders they can be and return to their community stronger and healthier.

Risk Factor: Anti-Social Behavior

C-SAP Strategy: Education

Funding: DEDR \$1,946 Cash Match \$ 223 In-Kind \$ 1,000 **Domain: Individual/Peer**

After School Art Workshop – An alternative program where artists in various media concentrate on the development of self confidence and interpersonal relationships while sharing with the participants their ability of self-expression. Each workshop will specifically target ATOD prevention while emphasizing resistance skills.

Risk Factor: Early First Use

C-SAP Strategy: Education

Funding: DEDR \$ 900 Cash Match \$ 304 In-Kind \$ 1,000 **Domain: Family**

***DARE** – This comprehensive prevention program follows a carefully structured curriculum focusing on topics such as personal safety, drug use and misuse, consequences of behavior resisting peer pressure, managing stresses, role models and support systems.

Risk Factor: Early First Use

C-SAP Strategy: Education

Funding: DEDR \$ 1000 Cash Match \$ 350 In-Kind \$ 300 **Domain: School**

South Harrison Community Outreach – This activity is designed to inform the general community of the goals, activities and programs of the S.H.M.A. through handouts at the community and school event, and a display for community functions. New member recruiting is also a goal of Outreach.

Risk Factor: Multiple Risk Factors

C-SAP Strategy: Communication

Funding: DEDR \$1217 Cash Match \$ 88 In-Kind \$ 215 **Domain: School**

Alliance Olympics – This K-6 school wide Olympic teamed activity caps off the 9 month elementary physical education curriculum. This day long event, held in June, is designed to challenge the student body while reinforcing the anti-ATOD message through Olympic-styled events such as the softball (Throw drugs out of your life)

Risk Factor: Early First Use

C-SAP Strategy: Alternatives

Funding: DEDR \$ 1,946 Cash Match \$ 280 In-Kind \$ 0 **Domain: Individual/Peer**

Coordinator – Training of alliance volunteers in alcohol/drug prevention, abuse, research cause and effect, etc. So that they are equipped to develop and implement substance prevention program as well as evaluate those programs being marketed for this purpose. Training will provide opportunities for committee members to improve their knowledge while interacting with others having like interest. Members will be better prepared to provide quality programs that meet community needs.

Risk Factor: Multiple Risk Factors

C-SAP Strategy: Education

Funding: DEDR \$ 375 Cash Match \$ 60I In-Kind \$ 1,000 **Domain: Individual/Peer**

South Harrison Continued

Summer Enrichment – ATOD free themes of problem solving, goal direction and communication skills activities in the arts, music and science provide an opportunity for participants to focus on appreciation of their talents, as well as, contributing members of their team.

Risk Factor: Early First Use

C-SAP Strategy: Alternatives

Funding: DEDR \$ 400 Cash Match \$ 100 In-Kind \$ 500 **Domain: Individual/Peer**

Swedesboro/Woolwich

DEDR- \$ 12,238

Cash Match- \$ 3,059

In-Kind -\$ 9,178

Anti –Gang Program/with A.T.O.D. Component Middle School – Dion Henry will be providing an Anti-Gang Program with an emphasis on A.T.O.D. and its’ relationship between the two. This will be taught in the middle for a 5 week program. His focus will be on how violence is related to drugs and alcohol abuse and encouraging the students not to be tempted or peer pressured and learning to walk away. During Dion’s program pre and post test will be distributed. Following this program there will be an Assembly called “Half-Way There” Pre and Post test are incorporated.

Risk Factor: Early First Use

C-SAP Strategy: Education

Funding: DEDR \$2,500 Cash Match \$500

In-Kind Domain: School

Dare – This comprehensive prevention program follows a carefully structured focusing on topics such as personal safety, drug use and misuse, consequences of behavior, resisting peer pressure, managing stress, role models and support system. It teaches students to value self while developing strong refusal skills. This program is done in all the (3) 6th classes for 10 weeks. After completion of this program there is a follow up an A.T.O.D. Assembly called “The Power of One” that concludes everything that is taught during the 17 weeks.

Risk Factor: Early First Use

C-SAP Strategy: Education

Funding: DEDR \$ 1,500 Cash Match \$ 0

In-Kind \$ 2,000 Domain: School

Drama Club – After school Drama Club will be established involving students ages 10-17. Students will function under the guidance of a theatre director and activities will be coordinated by Kingsway High School drama students. Both elementary and High School Students will be involved in creating, writing, producing and directing an anti-drug and alcohol theatre presentation which will be presented to the general community.

Risk Factor: Early First Use

C-SAP Strategy: Alternative

Funding: DEDR \$ 1,000 Cash Match \$ 0

In-Kind \$ 2,000 Domain: School

Senior Awareness –Local pharmacist and or physician will meet and review medications and side effects with seniors at the Senior Lunch Program. Other selected senior activities will also be presented. A major focus of this program will be the interaction of alcohol with seniors prescribed medication as well as the interaction of various medications with each other.

Risk Factor: Loss/Isolation of Seniors

C-SAP Strategy: Education

Funding: DEDR \$ 1,000 Cash Match \$ 300

In-Kind \$ 00 Domain: Individual/Peer

Gloucester County Municipal Alliance Plan 2013

Publicity /Coordination– Increase public awareness including ads placed in newspapers for program activities which are healthy alternatives to ATOD activities. Also, increase community involvement and membership which will aid the alliance in its ultimate goal of drug and alcohol prevention.

Risk Factor: Early First Use

C-SAP Strategy: Communication

Funding: DEDR \$ 388

Cash Match \$

In-Kind \$ 00 **Domain:** Comm

Swedesboro/Woolwich Continued

National Night Out /Community Events – In conjunction with proposed plans to start up Town Watch groups, with a target of a joint participation in National Night out, the alliance will be assisting in setting up and funding programs and displays of all alliance sponsored programs at various locations throughout the township. These will include information centers, demonstrations and activities promoting drug free and violence free lifestyles. This may be altered/expanded into a First Night celebration.

Risk Factor: Low Neighborhood Attachment

C-SAP Strategy: Collaboration

Funding: DEDR \$ 3,000

Cash Match \$0

In-Kind \$ 2,000 **Domain:** Comm.

Elk/ Peerleadership /SBYS –is a program that runs during the schools year. This allows students at high risk to be involved with an after school program rather just going home after school with nothing to do. During this time the students talk everyday about issues that they may be having at home or what ever. This gives them self-esteem, confidence, and how to deal with peer pressure in their daily lives. When a child has all these qualities it gives them the strength they need to say “NO” to A.T.O.D. Also, for a week in the summer they are taken from there environment to learn that you can have fun without being under the influence. Being a role model is a goal of this program for all that are able to attend. These students come to my County Wide meetings and will share their experiences with my Alliance Chairpersons.

Risk Factor: Early Anti-Social Behavior

C-SAP: Prevention Education

Funding: DEDR 1,050

Cash Match \$ 0

In-Kind \$ 178 **Domain:** School

Summer Program High School Students - This is a School program that will be run by Local police Officers from Swedesboro/Woolwich. This program will be run out of the school so they are able to have some facilities to use during these summer months. The officers will be educated these students during the summer on the dangers of A.T.O.D. and that you can have fun with out alcohol in your system. The materials that will be used are videos, speakers and materials that will be given for the students to keep up on what they were taught. Also this program keeps them off the streets.

Risk Factor: Early Anti-Social Behavior

C-SAP: Prevention Education

Funding: DEDR 1800

Cash Match \$259

In-Kind \$ 0 **Domain:** Family

Municipal Alliance Coordinator – Responsible for general monitoring and coordination of alliance programs for alcohol and drug prevention, completion of quarterly expenditures and other required reports.

Risk Factor: Community Norms

C-SAP Strategy: Collaboration

Funding: DEDR \$ 0

Cash Match \$ 2,000

In-Kind \$ 3,000 **Domain:** Family

Washington Township

DEDR: - \$ 31,880 Cash Match- \$ 7,970 In-Kind- \$ 23,910

Parenting Skills Workshop – Specifically designed for the parenting of teens. This program will teach ways to encourage responsibility, cooperation, democratic values, and education on drug and alcohol abuse, family violence and single parenting.

Risk Factor: Family Management Problems **C-SAP Strategy:** Communication

Funding: DEDR \$1500 Cash Match \$ 0 In-Kind \$ 0 **Domain: Family**

After School Groups: Chestnut Ridge, Bunker Hill, and Orchard Valley Middle Schools –

(Each of the 3 individual middle schools will be implementing this program.) An after school activity providing supportive network for adolescents of middle school age. The students, through discussion, role play and other activities, will explore areas such as coping and decision making skills, conflict resolution and stress and anger management with the ultimate goal of preventing the onset of substance abuse. Trained facilitators /professionals will assist in changing attitudes toward ATOD use in a relaxed, informal and positive atmosphere.

Risk Factor: Early First Us **C-SAP Strategy** Alternative

Funding: DEDR \$ 7,100 Cash Match \$ In-Kind \$ 3,000 **Domain: School**

Anti –Gang Program/with A.T.O.D. Component Middle School

– Dion Henry will be providing an Anti-Gang Program with an emphasis on A.T.O.D. and its’ relationship between the two. This will be taught in the middle for a 5 week program. His focus will be on how violence is related to drugs and alcohol abuse and encouraging the students not to be tempted or peer pressured and learning to walk away. During Dion’s program pre and post test will be distributed. Following this program there will be an Assembly called “Half-Way There” Pre and Post test are incorporated.

Risk Factor: Early First Use **C-SAP Strategy:** Education

Funding: DEDR \$ 4,500 Cash Match \$ 0 In-Kind \$ 2,000 **Domain: School**

***Parent to Parent** – A parent support group that talk on topics such as: enabling, signs and symptoms to those with children suspected of using, in rehabilitation/recovery and especially for those parents who have lost a child to substance abuse. Parents are trying to address issues such as more funding for prevention and treatment resources for adolescents in South Jersey.

Risk Factor: Family Management Problems **C-SAP Strategy:** Communication

Funding: DEDR \$ 1,020 Cash Match \$ 0 In-Kind \$ 2,000 **Domain: Family**

***DARE Program/START** – This comprehensive Law Enforcement prevention program follows a carefully structured curriculum focusing on topics such as personal safety, drug use and misuse, consequences of behavior, resisting peer pressure, managing stresses, role model and

support systems. It teaches students to value self. While forging a clear bond with the local police and enhancing respect for those in authority.

Risk Factor: Early First Use

C-SAP Strategy: Education

Funding: DEDR \$ 1,5,00 Cash Match \$

In-Kind \$ 3,000 **Domain:** School

Our Town: Super Saturday – Local schools, youth, organizations, police, clergy and businesses participate in drug/alcohol prevention activities during “Our Town” month. Super Saturday culminates “Our Town” activities with recognition of school contest

Risk Factor: Favorable Attitude toward ATOD

C-SAP Strategy: Collaboration

Funding: DEDR \$ 0 Cash Match \$4600

In-kind \$ 2,000 **Domain:** Comm

Washington Township Continued

Municipal Alliance Coordinator – Responsible for general monitoring and coordination of alliance programs for alcohol and drug prevention, completion of quarterly expenditures and other required reports.

Risk Factor: Community Norms

C-SAP Strategy: Collaboration

Funding: DEDR \$2,500

Cash Match \$ 2,000 In-Kind \$ 1,128 **Domain:** Family

***Senior Awareness** – Local pharmacist and/ or physician will meet with and review medications and side effects with seniors at the Senior Lunch Program. Other selected senior activities will also be presented. A major focus of this program will be the interaction of alcohol with seniors prescribed medication as well as the interaction of various medications with each other.

Risk Factor: Community Norm/ Favorable Attitudes

C-SAP Strategy: Education

Funding: DEDR \$ 1,500 Cash Match \$500 In-Kind \$ 3,000 **Domain:** Individual/Peer

Red Ribbon Week – Target population, K-12th graders – showing intolerance of drugs in our schools by the wearing of a red ribbon which is part of a National Program proclaimed by Congress. The schools who participate in wearing of the red ribbon carry the message that it is okay to say “NO TO ATOD. A week long preparation of A.T.O.D. prevention is displayed in all the schools.

Risk Factor: Early First Use

C-Sap Strategy: Alternative

Funding: DEDR \$ 2,000

Cash Match \$ 1,500 In-Kind \$ 5,500 **Domain:** School

***Project Graduation** – This activity spans the entire school year focuses in the senior class and educating against drinking and driving. Using speakers, class meetings, anti-drinking and driving education is promoted through the use of lectures, presentations, group discussions, promotional items and videos over the school channel. This is an all night gathering.

Risk Factor: Anti-Social Behavior

C-SAP Strategy: Alternatives

Funding: DEDR 2,000

Cash Match \$ 2,000 In-Kind \$ 0 **Domain:** Individual/Peer

Anti –Gang Program/with A.T.O.D. Component High School – Dion Henry will be providing an Anti-Gang Program with an emphasis on A.T.O.D. and its’ relationship between the two. This will be taught in the middle for a 5 week program. His focus will be on how violence is related to drugs and alcohol abuse and encouraging the students not to be tempted or peer pressured and learning to walk away. During Dion’s program pre and post test will be distributed. Following this program there will be an Assembly called “Half-Way There” Pre and Post test are incorporated.

Risk Factor: Anti-Social Behavior

C-SAP Strategy: Education

Funding: DEDR \$ 3,600 Cash Match \$ 0 In-Kind \$ 2,000 **Domain: School**

National Night Out /Community Events – In conjunction with proposed plans to start up Town Watch groups, with a target of a joint participation in National Night out, the alliance will be assisting in setting up and funding programs and displays of all alliance sponsored programs at various locations throughout the township. These will include information centers, demonstrations and activities promoting drug free and violence free lifestyles. This may be altered/expanded into a First Night celebration.

Risk Factor: Low Neighborhood Attachment **C-SAP Strategy:** Collaboration
Funding: DEDR \$ 4,660 Cash Match \$ 0 In-Kind \$ 0 **Domain: Comm.**

Wenonah Borough

DEDR \$ 8,011

Cash Match \$ 2,002

In-Kind \$ 6,008

Elks and Youth Peer leadership Program: Discover Create, Inspire this is the theme for the students to understand when the conference is completed. The prevention of A.T.O.D. is one component that will be the overall theme of “Wellness America”. This year three goals are to Discover their true potential, Create a clear set of goals for themselves that include a drug free life style and Inspire our youth to be the best leaders they can be and return to their community stronger and healthier.

Risk Factor: Anti-Social Behavior **C-SAP Strategy:** Education
Funding: DEDR \$ 2,000 Cash Match \$ 92 In-Kind \$ **Domain: Individual/Peer**

Dare – This comprehensive prevention program follows a carefully structured focusing on topics such as personal safety, drug use and misuse, consequences of behavior, resisting peer pressure, managing stress, role models and support system. It teaches students to value self while developing strong refusal skills. This program is done in all the (3) 6th classes for 10 weeks. After completion of this program there is a follow up an A.T.O.D. Assembly called “The Power of One” that concludes everything that is taught during the 17 weeks

Risk Factor: Early First Use **C-SAP Strategy:** Education.
Funding: DEDR \$ 2,000 Cash Match \$ 600 In-Kind \$ 2,000 **Domain: School**

***Senior Citizen Awareness** – Small workshops to ask questions about medication and practical sensible advice regarding alcohol and drug medication at no cost. Speakers experienced in chemical dependency address seniors on dangers of prescription medication abuse. Speakers encourage participation interaction in local clubs and volunteerism.

Risk Factor: Isolation/Loss **C-SAP Strategy:** Education
Funding: DEDR \$ 1,311 Cash Match \$ 300 In-Kind \$ **Domain: Individual/Peer**

***ATOD Assembly** – This is a multi-dimensional program consisting of two or more presentations with a special emphasis on the consequences of drug/alcohol use/abuse. Handouts will be distributed.

Risk Factor: Early First Use **C-SAP Strategy:** Education
Funding: DEDR \$ 700 Cash Match \$260 In-Kind \$ 0 **Domain: School**

***Club Pride** – This is an after school program that meets weekly and focuses on the A.T.O.D. prevention education through skits, songs, role play and other activities that promotes a drug free life style.

Risk Factor: Anti-Social Behavior

C-SAP Strategy Education

Funding: DEDR \$ 500

Cash Match \$ 0

In-Kind \$

Domain: Individual/Peer

Wenonah Borough Continued

National Night Out /Community Events – In conjunction with proposed plans to start up Town Watch groups, with a target of a joint participation in National Night out, the alliance will be assisting in setting up and funding programs and displays of all alliance sponsored programs at various locations throughout the township. These will include information centers, demonstrations and activities promoting drug free and violence free lifestyles. This may be altered/expanded into a First Night celebration.

Risk Factor: Low Neighborhood Attachment

C-SAP Strategy: Collaboration

Funding: DEDR \$ 1,000

Cash Match \$250

In-Kind \$ 0

Domain: Comm

Red Ribbon Week – Target population, K-12th graders – showing intolerance of drugs in our schools by the wearing of a red ribbon which is part of a National Program proclaimed by Congress. The schools who participate in wearing of the red ribbon carry the message that it is okay to say “NO TO ATOD. A week long preparation of A.T.O.D. prevention is displayed in all the schools.

Risk Factor: Early First Use

C-Sap Strategy: Alternative

Funding: DEDR \$500

Cash Match \$ 0

In-Kind \$ 1,000

Domain: School

Municipal Alliance Coordinator – Responsible for general monitoring and coordination of alliance programs for alcohol and drug prevention, completion of quarterly expenditures and other required reports.

Risk Factor: Community Norms

C-SAP Strategy Collaboration

Funding: DEDR \$

Cash Match \$500

In-Kind \$ 2,000

Domain: Family

West Deptford Township

DEDR: \$ 17,920

Cash Match \$ 4,480

In-Kind \$ 13,440

***DARE** — This comprehensive prevention program follows a carefully structured focusing on topics such as personal safety, drug use and misuse, consequences of behavior, resisting peer pressure, managing stress, role models and support system. It teaches students to value self while developing strong refusal skills. This program is done in all the (5) 5th classes for 10 weeks. After completion of this program there is a follow up an A.T.O.D. Assembly called “The Power of One” that concludes everything that is taught during the 17 weeks.

Risk Factor: Favorable Attitudes to ATOD

C-SAP Strategy: Education.

Funding: DEDR \$ 2,000 Cash Match \$ 2,000

In-Kind \$ 2,500 **Domain: School**

Project Graduation/After Prom Party - This activity is designed to provide a drug and alcohol free environment for those attending the Project Prom/Graduation. Preparation for this activity provides is a year long process that includes many people planning this process for a successful night. There are many fund raisers that are take place and donations given from town businesses to help cut costs. This all night event is taken very seriously once the students are in the place they are not let out unless picked up by a parent. This event takes place twice a year once for the Prom/Project Graduation this time allows students and faculty peer interaction in the pursuit of concrete and entertaining ways to enhance alcohol and drug prevention.

Risk Factor: Anti Social Behavior/Rebellious

C-SAP Strategy: Alternatives

Funding: DEDR \$ 1,700 Cash Match \$

In-kind \$ 2,500 **Domain: School**

***Elks and Youth Peer leadership Program:** Discover Create, Inspire this is the theme for the students to understand when the conference is completed. The prevention of A.T.O.D. is one component that will be the overall theme of “Wellness America”. This year three goals are to Discover their true potential, Create a clear set of goals for themselves that include a drug free life style and Inspire our youth to be the best leaders they can be and return to their community stronger and healthier.

Risk Factor: Anti-Social Behavior

C-SAP Strategy: Education

Funding: DEDR \$ 2,500 Cash match \$ 0

In-Kind \$

Domain: Individual/Peer

Anti –Gang Program/with A.T.O.D. Component Middle School – Dion Henry will be providing an Anti-Gang Program with an emphasis on A.T.O.D. and its’ relationship between the too. This will be taught in the middle for a 5 week program. His focus will be on how violence is related to drugs and alcohol abuse and encouraging the students not to be tempted or peer pressured and learning to walk away. During Dion’s program pre and post test will be

distributed. Following this program there will be an Assembly called "Half-Way There" Pre and Post test are incorporated.

Risk Factor: Anti-Social Behavior/Rebellious **C-SAP Strategy:** Education
Funding: DEDR \$ 3,000 Cash Match \$ 0 In-Kind \$ **Domain:** School

Municipal Alliance Program Coordinator – Responsible for general monitoring and coordination of alliance programs for Alcohol and Drug Abuse prevention completion of quarterly expenditures and other required reports.

Risk Factor: Community Norms **C-SAP Strategy:** Collaboration
Funding: DEDR \$ 0 Cash Match \$ 2,000 In-Kind \$ 3,000 **Domain:** Individual/Peer

West Deptford Continued

***Seniors Program** – A Multi-phased program aimed at older adults in the community will be working with crime prevention unit. Medicine checks to be held during meeting and at luncheon with emphasis on different types and dosages, presentation on senior's importance in drug abuse prevention with their grandchildren, importance of being the eye and ears of a community at work and how they can take an active role in a healthy community. Part of the program will cover grandparents role in prevention sub community; part of the program will cover grandparents' role in prevention substance abuse. Information is giving warning of the danger of mixing alcohol and medication.

Risk Factor: Isolation/Loss **C-SAP Strategy:** Collaboration
Funding: DEDR \$ 1,500 Cash Match \$ 0 In-Kind \$ **Domain:** Individual/Peer

***Red Ribbon Week** – Program developed to promote a drug-free lifestyle promotion progress during October to a one week period where all students, faculty and staff wear ribbons proclaiming pride in the community and school and a drug free attitude. Police officers also hold sessions with small groups for open discussion on how drugs lead to violence, vandalism, theft and arrests and how experimentation can lead to a messed up life based on their experiences in law enforcement.

Risk Factor: Favorable Attitudes to ATOD **C-SAP Strategy:** Communication
Funding: DEDR \$ 1,475 Cash Match \$0 In-Kind \$ **Domain:** School

West Deptford Mischief Night Event – This is an event that will take the children off the streets for this one night. At this time mischief night has always been a time for adolescents to get in to trouble. Here is an opportunity for the children to be in a safe place so they are not tempted with A.T.O.D. activity. instead

Risk Factor: Favorable Attitudes Toward Drugs **C-SAP Strategy:** Alternative
Funding; DEDR \$ 1,245 Cash Match \$0 In-Kind \$ **Domain:** School

***National Night Out /Community Events** – In conjunction with proposed plans to start up Town Watch groups, with a target of a joint participation in National Night out, the alliance will be assisting in setting up and funding programs and displays of all alliance sponsored programs at various locations throughout the township. These will include information centers, demonstrations and activities promoting drug free and violence free lifestyles. This may be altered/expanded into a First Night celebration.

Risk Factor: Low Neighborhood Attachment **C-SAP Strategy:** Collaboration
Funding: DEDR \$ 3,000 Cash Match \$0 In-Kind \$ 3,340 **Domain:** Comm

Anti Gang Neighborhood Watch – The neighborhood watch is something that is very well needed because of all of the activity that has been taken place in different parts of the town. These meetings will take place every other month. A police officer will attend these meetings all will give an up date of tings that are happening and also things that they should watch for in the area. This program has been in effect for the last 6 months.

Risk Factor: Low Neighborhood Attachment

C-SAP Strategy: Alternative

Funding: DEDR \$ 1,000 Cash Match \$0 In-Kind \$ **Domain: Community**

West Deptford Continued

PAL Program - PAL - After School/Summer Program is participating encourages pre-teen to have confidence and disciplines. It also help build relationshjips with peers. The class will meet 3 times a week., a after school and offers children thenoppportunity to participate in competitions on the weekends.

Risk Factor: Anti-Social Behavior/later childhood

C-SAP Strategy: Alternative

Funding: DEDR \$ 500 Cash Match 480 In-Kind \$ 2,000**Domain: Individual/Peer**

Westville Borough

DEDR \$ 9,249

Cash Match \$ 2,312

In-Kind 6,937

***Project Graduation** – This activity spans the entire school year focuses in the senior class and educating against drinking and driving. Using senior assemblies and class meetings, anti-drinking and driving education is promoted through the use of lectures, presentations, group discussions, promotional items and videos over the school channel.

Risk Factor: Anti-Social Behavior

C-SAP Strategy: Alternatives

Funding: DEDR \$500

Cash Match \$ 0

In-kind \$ 637 **Domain: School**

Elks and Youth Peer leadership Program: Discover Create, Inspire this is the theme for the students to understand when the conference is completed. The prevention of A.T.O.D. is one component that will be the overall theme of “Wellness America”. This year three goals are to Discover their true potential, Create a clear set of goals for themselves that include a drug free life style and Inspire our youth to be the best leaders they can be and return to their community stronger and healthier.

Risk Factor: Early Anti-Social Behavior/Rebellious

C-SAP Strategy: Education.

Funding: DEDR \$ 1,350

Cash Match \$ 350

In-Kind \$ 1,80

Domain: Individual/Peer

Westville Community Day – Provides an opportunity for heightened community awareness of ATOD. A variety of drug awareness and health related information is made available to the general public through the distribution of flyers, brochures, handouts and special activities.

Risk Factor: Lack of Community

C-SAP Strategy: Collaboration

Funding: DEDR \$ 2,000

Cash Match \$500

In-Kind \$ 1,000

Domain: Comm.

***After School Activities Program** – The SAC works at the local grade school and the regional high school to meet the needs of students in grades K-12. The children who are at risk living with parents who use and are substance abusers. This program seeks to aid these students in developing healthy coping and decision making skills. The program is voluntary. Services provided include peer mediation, conflict resolution, referrals to appropriate community services SADD programs and family contacts. Issues addressed include poor self-image, student drug or alcohol use, pregnancy, and drug and or alcohol use of family members.

Risk Factor: Family Management Problems

C-SAP Strategy: Education

Funding: DEDR \$ 1,750

Cash Match \$ 0

In-Kind \$ 1000

Domain: Individual/Peer

***America’s Pride** – New Club at Gateway Regional High School, four sending districts, are joining together to start this club with one, possibly two advisors. America’s Pride will be a

Gloucester County Municipal Alliance Plan 2013

main focus and will include August 1997 training for students and Advisor's. America's Pride is a team of adolescents who perform skits which are specifically ATOD messages.

Risk Factor: Lack of Involvement

C-SAP Strategy: Education

Funding: \$500

Cash Match \$ 0

In-Kind \$ 500

Domain: Individual/Peer

***DARE** – This comprehensive Law Enforcement prevention program follows a carefully structured curriculum focusing on topics such as personal safety, drug use and misuse, consequences of behavior, resisting peer pressure, managing stresses, role model and support systems. It teaches students to value self while forging a clear bond with the local police and enhancing respect for those in authority.

Risk Factor: Early First Use

C-SAP Strategy: Education

Funding: DEDR \$ 1,000

Cash Match \$ 0

In-Kind \$ 1,000

Domain: School

Westville Continued

Anti-Gang Program/with A.T.O.D. Component Middle School – Dion Henry will be providing an Anti-Gang Program with an emphasis on A.T.O.D. and its' relationship between the two. This will be taught in the middle for a 5 week program. His focus will be on how violence is related to drugs and alcohol abuse and encouraging the students not to be tempted or peer pressured and learning to walk away. During Dion's program pre and post test will be distributed. Following this program there will be an Assembly called "Half-Way There" Pre and Post test are incorporated.

Risk Factor: Early First use

C-SAP Strategy: Education

Funding: DEDR \$ 750

Cash Match \$ 462

In-Kind \$ 0

Domain: School

Skating/Bowling – Mischief night/Christmas Break Westville 5th and 6th grade students will be invited at times for a skating party and or bowling party. This will keep the children in a safe environment and keep them off of the streets. This planning is not just done over night many people coordinate these activities for these children.

Risk Factor: Social Deprivation

C-SAP Strategy: Alternative

Funding: DEDR \$ 612

Cash Match \$ 0

In-Kind \$

Domain: Individual/Peer

Coordinator – Responsible for general monitoring and coordination of Alliance programs for alcohol, tobacco and drug prevention, completion of expenditure and other reports required by county/state alliance coordinators.

Risk Factor: Low Community Attachment

C-SAP Strategy: Collaboration

Funding: DEDR \$ 0

Cash Match \$ 1,000

In-Kind \$ 0

Domain: Individual/Peer

A.T.O.D. Mouse Pads - This is an A.T.O.D. Mouse Pad that will be distributed to all of the schools in the Mantua/Harrison School District. These mouse pads will be placed in the computer rooms so when the students are taking computers each and everyday they are looking down to move the mouse around they are looking down at an A.T.O.D. message that will be located on the mouse pad. Many students each and everyday will be exposed to this message and it will be a reminder that if someone is in need of help don't be afraid and there is a number for them to call of for them to be able to help a friend that may be in need.

Risk Factor: Anti-Social Behavior/late childhood

C-SAP Strategy: Alternative

Funding: DEDR \$ 487

Cash Match \$0

In-Kind \$ 0

Domain: School

***Red Ribbon Week** – Target population, k-6th graders – showing intolerance of drugs in our schools by the wearing of a red ribbon which is part of a National Program proclaimed by Congress. The schools who participate in wearing of the red ribbon carry the message that it is okay to say “NO TO ATOD”

RISK FACTOR: Favorable Attitudes

C-SAP Strategy: Communications

Funding: DEDR \$ 300 Cash Match \$ 0 In-Kind \$ 1000 **Domain:** School

City of Woodbury

DEDR: 13,242

Cash Match \$ 3,310

In-Kind \$ 9,931

***Project Graduation** – This event offers high school graduates a safe, positive after graduation activity. The goal is to eliminate drinking following graduation while providing an opportunity for an enjoyable, memorable alternative activity is promoted as a positive after graduation activity. It involved most of the community and over 90% of the graduates. The goal is to eliminate drinking and driving following graduation while providing opportunity for enjoyable, memorable alternative activities.

Risk Factor: Anti-Social Behavior

C-SAP Strategy: Alternative

Funding: DEDR \$ 800 Cash Match \$ 0 In-Kind \$ 1,000 **Domain:** Individual/Peer

Summer Basketball League, and Two Summer Intramural leagues – These leagues male and female teens a program designed to provide needed training on the harmful effects of drug and alcohol use and abuse. The basketball program teach comradeship and team play and cooperation among the at risk youth. Supervision, education, training and appropriate intervention and referrals will be made as needed. It also, teaches the harmful dangerous effects of drug and alcohol use and abuse on individuals and the community. The program is also designed to teach comradeship and team play and cooperation among the at risk youth. Supervision, education, training and appropriate interventions and referrals will be made as needed.

Risk Factor: Isolation Loss/Anti-Social

C-SAP Strategy: Early Intervention

Funding: DEDR \$ 3,095 Cash Match \$ 0 In-Kind \$ 0 **Domain:** Individual/Peer

Woodbury Community Events- This event allows the whole community the time to get together and be entertained and share common experiences. Anti-drug and alcohol abuse literature will be distributed. When people are connect4ed on a neighborhood level they seem to cohabitate better..

Risk Factor: Low Neighborhood Attachment

C-SAP Communication

Funding: DEDR \$ 800 Cash Match \$0 In-Kind \$ 100 **Domain:** Comm

Latch Key – This program provides an after school haven for a at – risk children until a responsible adult at home. Numerous activities will be provided, offering both entertainment and stimulation. A drug/alcohol awareness campaign will be implemented to teach students about th4e negative impact these substances will have on their lives. Provide an after school haven that is a safe place for children to remain until a responsible adult is at home. Numerous activities will be provided offering both entertainment and stimulation. A drug/ alcohol awareness

campaign will be implemented to teach students about the negative impact these substances may have on their lives.

Risk Factor: Family Management Problems

C-SAP Strategy: Early Intervention

Funding: DEDR \$2,500 Cash Match \$ 0

In-Kind \$ 750 **Domain: Family**

Young Adult after School Program – This weekly program is held at the Woodbury Public Library and offers teens a safe haven to socialize with each other, discuss favorite books, create crafts etc. Leaders help the teens improve their coping skills, encourage education and provide positive life skills. Anti-drug and alcohol abuse themes are often part of the discussions in this group.

Risk Factor: Anti Social Behavior

C-SAP Alternatives

Funding: DEDR \$ 795 Cash Match \$ 0

In-Kind \$ 2,000 **Domain: Family**

City of Woodbury

Senior Awareness Program – Senior citizens are invited to a luncheon, often served near to a holiday to help fight the loneliness some seniors feel at this time/ A local medical representative from a pharmacy or medical facility is invited to speak to the group on medical issues specific to aged and the pharmacist answering all their questions. This day is for them. They are supplied with a nice lunch and some giveaways from pharmacy.

Risk Factor: Isolation/Loss

C-SAP Education

Funding: DEDR \$ 910 Cash Match \$ 0 In-Kind \$ 200

Domain: Individual/Peer

Arts In The Streets – This summer program offers children ages 7-12 a two day art project for each of the seven weeks in the summer. In 7 locations throughout the summer the city, tables, chairs, and tents are setup in the neighborhoods and a local artist gives art lessons. The public library also offers each participant a choice of a free book to take home. This program gives local children a positive alternative for healthy living.

Risk Factor: Anti-Social Behavior

C-SAP Alternative

Funding: DEDR \$ 1,000 Cash Match \$ 0

In-Kind \$ 0 **Domain: Individual/Peer**

ATOD Speaker/Assemblies – School assemblies are all A.T.O.D. prevention programs for all students dealing with goal setting, good choices, drugs and alcohol prevention stressed. These programs help the students with a setting goals, good choices, and information to prevent drug and alcohol abuse

Risk Factor: Early First Use

C-SAP Strategy Education

Funding: DEDR \$ 2,490 Cash Match \$

In-Kind \$ 500 **Domain: School**

Art Beat Culture Camp – This is a six week camp offered in the summer in Woodbury. Twenty youth will be directed by local artists to write a play and create the sets for a dramatic presentation. The purpose of this program is to develop self confidence, self expression, interpersonal relationships and A.T.O.D. resistance. A public performance of the student's work will be scheduled at the conclusion of the camp.

Risk Factor: Anti-Social Behavior

C-SAP Strategy Education

Funding: DEDR \$ 852 Cash Match \$ 1,310 In-Kind \$ 500

Domain: Individual/Peer

Boys and Girls Club – This program will provide structured recreational activities to include art and crafts, athletics and discussion groups for the students ages 5- 12 A.T.O.D. free living will

be promoted. Story groups will relate prevention education to the youngsters while discussion groups regarding how current events impact our lives will engage the older youth.

Risk Factor: Anti-Social Behavior

C-SAP Strategy: Education

Funding: DEDR \$

Cash Match \$ 2,000 In-Kind \$

Domain: Individual

Woodbury Heights

DEDR: \$ 9,097

Cash Match \$ 2,274

In-Kind \$ 6,822

BABES – Basic Alcohol Beginners Education Studies. This seven week, seven lesson program is a primary prevention program designed to give children a lifetime of protection from substance abuse. Babes assist young people in developing positive living skills by providing them with accurate, non-judgmental information about the use and abuse of alcohol and other drugs. Students will gain the ability to better understand how to protect themselves from alcohol and chemical dependency situations both with their peers and within the family structure.

Risk Factor: Early first use

C-SAP Strategy: Education

Funding: DEDR \$ 2,200

Cash Match \$ 0

In-Kind \$ 3,000

Domain: School

***Project Graduation** – This project is promoted as a positive after graduation activity. It involves most of the community and over 90% of the graduates. The goal is to eliminate drinking and driving following graduation while providing the opportunity for enjoyable, memorable alternative activities.

Risk Factor: Anti-Social Behavior

C-SAP Strategy: Alternative

Funding: DEDR \$ 200

Cash Match \$0

In-Kind \$

Domain: Individual/Peer

Senior High Club and America's Pride Activities – New club at Gateway Regional High School. Four sending districts are joining together to start this club with one, possibly two advisors. America's Pride will be a main focus... America's Pride is team of adolescents who perform skits which specifically convey an Anti-ATOD message. After the year is completed this program is followed up with an A.T.O.D. assembly.

Risk Factor: Little Committee to School

C-SAP Strategy: Alternatives

Funding: DEDR \$ 500

Cash Match \$0

In-Kind \$

Domain: Individual/Peer

After School Clubs – Once a week, after school, kindergarten through 6th graders will participate in diverse after school activities. These clubs include art, crafts, fishing, sketching, cartooning, reading, peer-led story telling, nature, weight-lifting/strength building, nutrition. Before club activities begin, students receive ATOD education prevention and also are given ATOD prevention literature.

Risk Factor: Early first use **C-SAP Strategy:** Alternatives
Funding: DEDR \$ 2,223 Cash Match \$ 1274 In-Kind \$ **Domain: Individual/Peer**

Municipal Alliance Program Coordinator – Responsible for monitoring and coordination of Alliance programs A.T.O.D. prevention, completion of expenditure and other reports. .

Risk Factor: Community Norms Favorable to A.T.O.D. **C-SAP Strategy:** Collaboration
Funding: DEDR \$ 1,000 Cash Match \$ 0 In-Kind \$3822 **Domain: Individual/Peer**

Woodbury Hts. Continued

DARE – A comprehensive prevention program that follows a carefully structured curriculum focusing on topics such as personal safety, drug use and misuse, consequences of behavior, resisting peer pressure, managing stress, role models and support systems. It teaches students the dangers, pitfalls and disastrous consequences of drug and alcohol abuse.

Risk Factor: Early first use **C-SAP Strategy** Education
Funding: DEDR \$ Cash Match \$ 1,000 In-kind \$ **Domain: School**

ATOD Assembly Speaker – School assemblies are all A.T.O.D. prevention programs for all students dealing with goal setting, good choices, drugs and alcohol prevention stressed. When students are spoken to at such a small age that's the time they we really should start to reach these children. They must all know the dangers of A.T.O.D. use and abuse of all of the things that surround them that are right in front of our own eyes.

Risk Factor: Early first use **C-SAP Strategy** Education
Funding: DEDR \$ 1,400 Cash Match \$ In-Kind \$ **Domain: School**

Anti Bullying Programs This is a program that has derivied from the Olweus program which is a new Bullying Program that was introduced to us about a year ago. Woodbury Hts. Elementary school is putting this program into all of the class rooms and using it as part of their curriculum. This program will teach the students the dangers of bullying and what is considered a part of bullying because some are not aware of the dangers and harm that is causes others. Allowing this program in the school will help the awareness of bulling and the prevention of A.T.O.D. for many who have been bullied have low self esteem which leads to other issues.

Risk Factor: Early First Use **C-SAP - Education**
Funding: DEDR 1574 Cash Match \$ In-Kind \$ **Domain: School**

Gloucester County Municipal Alliance Plan 2013

Name of Municipality	Amount of DEDR Funding	25% of Cash Match	75% of In-Kind
Clayton	\$ 10,122	\$ 2,530	\$ 7,592
Deptford	\$ 22,044	\$ 5,511	\$ 16,533
East Greenwich	\$ 9,627	\$ 2,407	\$ 7,220
*Franklin/Elk	\$ 20,364	\$ 5,091	\$ 15,273
Glassboro	\$ 16,341	\$ 4,085	\$ 12,255
Greenwich	\$ 9,540	\$ 2,383	\$ 7,155
Logan	\$ 9,565	\$ 2,391	\$ 7,173
*Mantua/Harrison	\$ 17,977	\$ 4,494	\$ 13,482
Monroe	\$ 23,460	\$ 5,865	\$ 17,595
National Park	\$ 8,608	\$ 2,151	\$ 6,456
Newfield	\$ 8,104	\$ 2,026	\$ 6,078
Paulsboro	\$ 10,854	\$ 2,713	\$ 8,140
Pitman	\$ 11,893	\$ 2,973	\$ 8,912
South Harrison	\$ 7,784	\$ 1,946	\$ 5,838
*Swedesboro/Woolwich	\$ 12,238	\$ 3,059	\$ 9,178
Washington Township	\$ 31,880	\$ 7,970	\$ 23,910
Wenonah	\$ 8,011	\$ 2,002	\$ 6,008
West Deptford	\$ 17,920	\$ 4,480	\$ 13,440
Westville	\$ 9,249	\$ 2,312	\$ 6,937
Woodbury	\$ 13,242	\$ 3,310	\$ 9,931
Woodbury Heights	\$ 9,097	\$ 2,274	\$ 6,822
County Wide Prevention	\$ 7,000	\$ -	
Total	\$ 294,920	\$ 71,980	\$ 215,940

*Co. Coordinator Salary \$52,045 (Not included in above total)

* County Wide 7,000

Total of all included = \$346,965

	Gloucester County Municipal Alliance Plan 2013		
Proposed Program	DEDR	Cash Match	In-Kind
County Wide Trainings	7,000	1750	5250

Department of Disability/Educational Services County Wide Dollar Plan

I will be hosting 4 County Wide Trainings with speakers and I will be collaborating with LACADA on two of these trainings. Also, I will collaborate with and participate in the County Wide Sure Summit which is held in March at Rowan University and this is where High School Students in Gloucester County will perform A.T.O.D. Acts that they themselves have created.

I plan all of my meetings right after work so, I will be serving food for them since they will be missing their dinner..

Gloucester County Municipal Alliance Plan 2013
MONITORING REPORT

GLOUCESTER COUNTY MUNICIPAL ALLIANCE

Municipal Alliance: _____
Chairperson: _____
Amount of Grant: _____

Date of Visit: _____

ORGIZATIONAL STRUCTURE:

1. Does Municipal Alliance have a copy of the resolution/ordinance creating the alliance file?
_____ Membership List? _____

By Laws? _____ RFP? _____

2. Does Municipal Alliance Committee Membership comply with guidelines established by the
Governors Council? _____

What Community entities are missing? _____

Explanation: _____

3. Does Municipal Alliance hold regularly scheduled meetings? _____

4. Are Municipal Alliance Meetings held in compliance with the "Open Public Meeting Act,
P.L. C. 231"? _____

5. What constitutes a quorum of members? _____

6. Is a record of Municipal Alliance meetings kept? _____

Are minutes distributed to committee members? _____

7. Is there a prescribed process for choosing Alliance officers? _____

Length of Term: _____ How many officers are there? _____

8. Standing Committees:

Membership: _____ Fundraising: _____ Other: _____

9. Is orientation available for new members? _____

10. Are there written job descriptions, education and experience requirements for all positions
funded by DEDR? _____

11. Does the Alliance have a paid coordinator? _____ Stipend \$: _____

12. List all Conferences/Training sessions and Seminars attended by the alliance members.

Events Place Date Attended By

Gloucester County Municipal Alliance Plan 2013
PROGRAM ADMINISTRATION

1. Is there a written description of each program or activity on file? _____
2. Is there an established time frame for each program/activity? _____
3. Has any program activity received press coverage? _____
Copy Attached? _____
4. Have Program forms been filed for each revision? _____
5. Is evaluation criteria evident for each program/activity? _____
6. The most successful program/activity implemented to date: _____

Rationale: _____

7. The least successful program/activity attempted was: _____

Rationale: _____

8. Is there documentation on file relative programs/activities? _____
 - a. Number of participants _____
 - b. Number of Volunteers _____
 - c. Program Flyers _____
 - d. News ads/articles _____
 - e. Promotional items _____
 - f. Hand outs _____
 - g. Program Participant evaluation forms _____
9. Do all materials developed for public consumption and using DEDR funds contain a statement acknowledging the Governor's Council on Alcohol and Drug Abuse as the funding source? _____
10. Is the GCADA LOGO affixed/imprinted, wherever possible on materials developed for distribution, publication or advertisement? _____
11. Are all required reports submitted on a timely basis with copies retained for alliance records? _____

FISCAL ACTIVITY

1. Total amount of the grant? _____
2. Required cash match? _____
3. Percent of cash match raised? _____
4. Methods used to raise hard cash match? _____

5. Most successful fund raiser? _____
6. The least successful fund raiser? _____
7. Is in-kind match documented? _____
Percent raised to date: _____

8. Other sources of revenue?

<u>Source</u>	<u>Amount</u>
Municipal Funds	_____
State (Div. of Highway Trans. Drug Free Schools)	_____
Fees	_____
Other	_____

9. Does the Alliance charge a fee for any of its programs/activities? _____
10. Basics for the fee? _____
11. Provisions for those unable to pay? _____
12. Does the Alliance have its own checking account? _____
13. Has the Alliance fund been audited? _____
14. Date of most recent audit: _____
15. Are records and documentation retained for all Alliance Expenditures? _____

Payroll: _____ Vouchers: _____ Invoices: _____
Bills: _____ Consultants: _____ Purchase Orders: _____
Canceled Checks: _____ Travel and Conference Expenses: _____

Gloucester County Municipal Alliance Plan 2013

Municipal Alliance	DEDR Amount Requested	Programs		2013
		Deleted	Added	
Clayton	\$ 10,122	None	None	8
Deptford	\$ 22,044	None	None	11
East Greenwich	\$ 9,627	None	None	9
Franklin/Elk	\$ 20,364		MS High School Prog.	10
Glassboro	\$ 16,341		After Prom Boys & Girls	9
Greenwich	\$ 9,540	None	None	11
Logan	\$ 9,565	Mentoring	None	9
Manuta/Harrison	\$ 17,977	Anti Gang Training	None	10
Monroe	\$ 23,460	Elks	None	11
National Park	\$ 8,608	None	Motivational Productions	10
Newfield	\$ 8,104	AfterSchool Activities	None	8
Paulsboro	\$ 10,854	None	None	7
Pitman	\$ 11,893	None	YouthWk,RRW, Renassia	10
South Harrison	\$ 7,784	Natural Helpers	None	7
Swedesboro/Woolwich	\$ 12,238	Mischief Night	None	9
Washington Township	\$ 31,880	None		12
Wenonah	\$ 8,011	None	None	8
West Deptford	\$ 17,920	None	None	11
Westville	\$ 9,249	None	None	11
Woodbury	\$ 13,242	None	None	10
Woodbury Heights	\$ 9,097	None	None	8

RESOLUTION AUTHORIZING THE PURCHASE OF A 2012 JOHN DEERE AERCORE 800 AERATOR FROM FINCH SERVICES, INC., FOR USE BY THE PITMAN GOLF COURSE IN THE AMOUNT OF \$17,955.00

WHEREAS, the County of Gloucester's (hereinafter the "County") recognizes the need to perform the routine and necessary aerification maintenance at the Pitman Golf Course; and

WHEREAS, the County, after due notice and advertisement, received sealed bids, as per Bid PD-012-041, for the purchase of an aerator for use by the County; and

WHEREAS, after following proper public bidding procedure, it was determined by the County's Purchasing Department that Finch Services, Inc., of 419 Industrial Drive, PA 19454, was the lowest responsive and responsible bidder to provide a 2012 John Deere Aercore 800 Aerator, for the total amount of \$17,955.00, as more specifically described in the specifications for Bid PD #012-041; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$17,955.00, pursuant to C.A.F. # 12-10029, which amount shall be charged against the following capital account: #C-04-12-019-315-19401 in the amount of \$17,955.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of a 2012 John Deere Aercore 800 Aerator, from Finch Services, Inc., of 419 Industrial Drive, North Wales PA for the total contract amount of \$17,955.00 for use by the Pitman Golf Course is hereby approved and authorized, per County Bid PD-012-041; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 20, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

G1

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
FINCH SERVICES, INC.**

THIS CONTRACT is made effective the ____ day of _____, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **Finch Services Inc.**, with offices at 419 Industrial Drive, North Wales, PA 19454, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of a 2012 John Deere Aercore 800 Aerator (or approved equal) for use by the Gloucester County Pitman Golf Course; and

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

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

TERMS OF AGREEMENT

1. **TERMS.** Vendor will provide a 2012 John Deere Aercore 800 Aerator (or approved equal) consistent with the specifications, identified as PD 012-041, which are incorporated into and made a part of the Contract.
2. **COMPENSATION.** Upon delivery, the County agrees to pay \$17,955.00 as per Summary of Bids identified as PD 012-041, which is incorporated by reference and made part of this contract.

It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered.

Payments shall be made in accordance with this contract document upon receipt of an invoice and properly executed voucher. After approval by county, the payment voucher shall be placed in line for prompt payment.

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver a 2012 John Deere Aercore 800 Aerator (or approved equal) to the Gloucester County Pitman Golf Course, which is identified in the Detailed specifications for the unit price set forth in the Summary of Bids identified as PD 012-041, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-012-041, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L.

1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

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

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-012-041, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

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

19. **CONFIDENTIALITY.** 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.

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

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. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-012-041, which are referred to and incorporated herein. Should here occur a conflict between the provisions of this Contract document and the specifications identified as PD-012-041, the specifications shall prevail.

THIS CONTRACT is dated this _____ day of _____, 2012.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

FINCH SERVICES INC.

BY: _____

(Please Print Name)

<p>PD 012-041 Bid Opening 10/24/2012 10:00am</p>	
<p>SPECIFICATIONS FOR THE SUPPLY AND DELIVERY OF ONE (1) JOHN DEERE AEROCORE 800 AERATOR OR APPROVED EQUAL.</p>	
<p>VENDOR: Finch Services, Inc. 419 Industrial Dr. North Wales, PA. 19454 Paul Brandon Branch Manager (215)661-0390 (215)661-9161 Fax</p>	
ITEM	DESCRIPTION
1	John Deere 800 Aerator
	\$17,955.00
	Brand/Model
	1012 MODEL
	Will you extend your prices to local government entities within the County
	YES
	Bid specifications sent to:
	Prime Vendor Inc.
	Construction Journal
<p>Based upon the bids received, I recommend that Finch Services Inc. be awarded the contract, as the lowest responsive, responsible bidder.</p>	
	Sincerely,
	Robert J. McErlane
	Assistant Purchasing Agent

SIGNATURE PAGE

SIGNED: Paul Musuly COMPANY: Finch Services, Inc.

NAME: Paul Brandon
(PRINTED OR TYPED)

ADDRESS: 419 Industrial Dr.
North Wales, PA 19454

TITLE: Branch Manager

TELE# 215-661-0390

DATE: 10/19/12

FAX#: 215-661-9161

TO THE 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 AERATOR, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC IN THE PURCHASING DEPARTMENT, 2nd FLOOR, COUNTY BUILDING, 2 S. BROAD ST. WOODBURY, NJ 08096.

THE SUCCESSFUL BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH ALL ITEMS IN ACCORDANCE WITH THE SPECIFICATIONS AT THE PRICES SPECIFIED BELOW.

John Deere 800 Aerator

\$ 17,955.00

Brand/Model John Deere 800 Aerator - 2012 Model

VARIATIONS: None

G2

RESOLUTION AUTHORIZING THE PURCHASE OF PLAYGROUND EQUIPMENT FROM GAME TIME FOR RED BANK BATTLEFIELD PARK UNDER STATE CONTRACT #A81411 FOR A TOTAL CONTRACT AMOUNT OF \$45,367.68

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the State Contract, without the need for public bidding; and

WHEREAS, the County of Gloucester has a need to purchase new playground equipment for the Red Bank Battlefield Park; and

WHEREAS, it has been determined that the County of Gloucester can purchase playground equipment from Game Time, PO Box 106, Spring Lake, NJ 07762, for a total contract amount of \$45,367.68 through State contract No. A81411; and

WHEREAS, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$45,367.68 pursuant to CAF#12-10071, which amount shall be charged against budget line item #C-04-03-011-310-11203.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase playground equipment from Game Time, for a total contract amount of \$45,367.68, through the State Contract #A81411; and

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 20, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK