

Dan Beitz

It is with great pleasure that the 2013 Gloucester County Board of Chosen Freeholders present to you this acknowledgement recognizing you for your effort and time spent assisting the victims of the train derailment in Paulsboro and your dedication and commitment to all the residents of Gloucester County who may be in need.

Robert M. Danminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Heather Simmons
Freeholder

Disaster Volunteers:

Charlie Baum
Dan Beitz
Judy Beitz
Emma Bickel
Kathy Billman
Joe Chillari
Louis Cremonese
Nancy Culbertson
William Culbertson
Marie Freiman
Stephen Freiman
Vincent Giammusso
Heidi Gillespie
Jonathan Gyza
Steve Hawk
Lyle Hylan
Katrina Homola
Roseanne Iannotti
Robert King
Brenna Leary
Carole Lowry
William Madara
Alexander McDermott
Carrie McIntosh
Alan Pew
Rebecca Rajhansa

**RECOGNIZING THE WEEK OF APRIL 14-20, 2013
AS THE WEEK OF THE YOUNG CHILD**

WHEREAS, the Southern Regional Child Care Resource Center/EIRC, the ARC Gloucester, the Gloucester County Commission on Women and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child, April 14-20; and

WHEREAS, by calling attention to the need for high-quality early childhood services for all children and families within our community, these groups hope to improve the quality and availability of such services; and

WHEREAS, the future of our community depends on the quality of the early childhood experiences provided to young children today; and

WHEREAS, high-quality early childhood services represents a worthy commitment to our children's future; and

WHEREAS, the Week of the Young Child provides an opportunity for learning centers, childcare centers, preschool, summer camps and elementary schools to hold activities to bring awareness to the needs of young children; and

WHEREAS, the Week of the Young Child provides an opportunity to celebrate the polices, caregivers, and teachers that bring early childhood education and care to young children; and

WHEREAS, the intent of the Week of the Young Child is to focus attention on and support for the young children of Gloucester County and to increase awareness of their talents and capacities;

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Lyman Barnes, Giuseppe (Joe) Chila, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace do hereby proclaim **April 14-20 as the Week of the Young Child** in Gloucester County and urge all residents and community organizations to recognize and support the needs of young children in our community.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 10th day of April, 2013.

*Robert M. Damming
Freeholder Director*

*Giuseppe (Joe) Chila
Freeholder Deputy Director*

*Lyman Barnes
Freeholder*

*Vincent H. Nestore, Jr.
Freeholder*

*Heather Simmons
Freeholder*

*Adam Taliaferro
Freeholder*

*Larry Wallace
Freeholder*

ATTEST:

Robert N. DiLella, Clerk

RB

PROCLAIMING APRIL AS CHILD ABUSE PREVENTION MONTH

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to proclaim April as Child Abuse Prevention Month in Gloucester County; and

WHEREAS, we all have the responsibility, as individuals, neighbors, community members and citizens of Gloucester County to help create healthy, safe, and nurturing experiences for children; and

WHEREAS, safe and healthy childhoods help produce confident and successful adults; and

WHEREAS, child abuse and neglect often occurs when people find themselves in stressful situations, without community resources, and do not know how to cope; and

WHEREAS, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

WHEREAS, child abuse and neglect can be reduced by making sure every family has the support they need and deserve to raise their children in a healthy environment; and

WHEREAS, it is recognized that no one person can do everything, but everyone can do something, and together we can create a change for the better; and

WHEREAS, effective prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies and the business community.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro, and Larry Wallace do hereby proclaim April as Child Abuse Prevention Month in Gloucester County and urge all the citizens of Gloucester County to engage in activities that strengthen families and communities to provide the optimal environment for children to learn, grow, and thrive so that all children can have the benefit of happy, healthy and safe childhoods.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 10th day of April 2013.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam Taliaferro
Freeholder

Larry Wallace
Freeholder

ATTEST: _____
Robert N. DiLella, Clerk

AI

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE
WORKERS' COMPENSATION CLAIMS OF PETITIONERS,
ROSEMARY HIRST v. GLOUCESTER COUNTY, C.P. NO. 2010-14797
AND DONNA RIOS v. GLOUCESTER COUNTY, C.P. NO. 2008-23565**

WHEREAS, the Petitioners, *Rosemary Hirst and Donna Rios*, have each filed a claim against the County of Gloucester with the State of New Jersey, Department of Labor, Division of Workers' Compensation; and

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

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

<u>Claimant</u>	<u>Petition No(s).</u>	<u>Award Amt.</u>	<u>Event</u>
Rosemary Hirst	2010-14797	\$17,952.00	Office Work
Donna Rios	2008-23565	\$ 5,090.00, Under Section 20	Lifting

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, April 10, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

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**RESOLUTION AUTHORIZING THE APPOINTMENT OF CERTAIN
INDIVIDUALS TO SERVE AS MEMBERS OF THE GLOUCESTER
COUNTY WORKFORCE INVESTMENT BOARD**

WHEREAS, investments in training and education foster high skill/high wage jobs, provide economic leadership and offer a better standard of living for our citizens; and

WHEREAS, to remain economically competitive, a strategy must be developed for an integrated education and job training system based on current and future local labor market demands; and

WHEREAS, a coordinated workforce readiness system in concert with an economic development strategy, will maximize the effectiveness of Federal, State and local resources in promoting a high quality, globally competitive workforce; and

WHEREAS, there exists a current County Workforce Investment Board serving the Gloucester County area; and

WHEREAS, it has now been determined that there is a necessity for the reappointment of certain members of the Gloucester County Workforce Investment Board, and for the appointment of new members of the Workforce Investment Board; and

WHEREAS, the Gloucester County Board of Chosen Freeholders has received a recommendation for the aforesaid appointment of new members of said Board; and

WHEREAS, it has been further determined that all of the individuals to be appointed are qualified and are desirous of serving on said Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following individuals be appointed to serve as members of the Gloucester County Workforce Investment Board for the remainder of a three-year term commencing on April 11, 2013 and terminating on December 31, 2015:

**Daniel Angelucci – One Stop Operator/Gloucester County
Morris Reichman – NJ Department of Labor
Isabelita M. Abele – Business Sector**

BE IT FURTHER RESOLVED that said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, April 10, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DiLELLA, CLERK

AR

**GLOUCESTER COUNTY
WORKFORCE INVESTMENT BOARD
MEMBERSHIP/COMMITTEE
APPLICATION**

Please complete the following questionnaire to the best of your ability.
Information you provide is for informational use only.

A. APPLICANT

1. Name Isabelita M. Abile

2. Home Address 

3. Home Phone 

B. PLEASE ATTACH A COPY OF YOUR RESUME.

C. EMPLOYMENT

1. Employer/Address 668 S. Gungaher Ave.
Woodbury N.J. NJ 08097

2. Years with employer 28

3. Position/Title President / CEO

4. Number of years in current position 20

5. Do you have any hiring responsibilities? Yes
6. Provide a brief description of your job duties.
Managing the operation Day to Day
All Decision Making - I am
the Owner an owner.

D. ORGANIZATION/BUSINESS

1. Name of Organization _____
2. Business Telephone _____
 Business Fax _____
3. What service/product does the business provide? Blog
Materials Supplier Lumber Ply wood
& all other Supplies, Treated Materials
Steel & Coating, Sinking, Trailing & Metal
Haul trucks, Metal Spools, Excavation
Dimension Lumber, Crane Mats etc.
4. Does business have clear & concise written job descriptions, expectations & qualifications? Yes
5. Does business take an active role in the community other than providing the organizations' product/service? _____
 If so, in what capacity? _____

6. Size of organization/business Small Family Business
 Owner, Chief Executive, Chief Operating Officer, other/
 Please specify:

Name(s)	Title
<u>Isabelita Malala</u>	<u>Pres/CEO-Director</u>
<u>Marela Malala</u>	<u>Owner</u>
<u>Marela Malala</u>	<u>Stockholder</u>

7. Status of Organization/Business

- A. Public Agency _____
- B. Private for Profit _____
- C. Private, Non Profit _____
- D. Community Based Organization _____
- E. Educational Agency _____

E. OTHER

1. Have you served on committees in the past? Yes
 If yes, please list those committees and what role you played on the committee.

Pawan Bd of Trustees - University Advancement
Student Affairs - Academic
Kio. Co. College Bd of Trustees - Secretary
Facilities Finance
Real Estate of Central & South Jersey
Property Committee

2. Please indicate previous community involvement. Philippines
Philippine Chamber of Commerce of PA & Southern N.J.
Bd of Directors
 1) PSKs - Scholarship Committee
 2) PNH - of NJ & Phila.
 3) Kio. County Human Rights Board
 4) Minority Township Economic Development

3. Please list professional/civic associations to which you belong.
 1) Women's Business Enterprise
 2) Chamber of Commerce of Sussex N.J.
 3) Minority Supplier Development Center

4. Please indicate the number of hours per month you estimate you could commit to a committee. _____

Material review/research at home Depends
Regular meetings _____

5. Does having an active role in the development of Gloucester County's economic future appeal to you and your employer?
_____ Yes _____

6. Will your employer allow you to devote a reasonable amount of work time to this endeavor? _____ Yes _____

F. Please indicate in order of preference on which Committee/Sub-committee you would like to serve:

1. Apprenticeship/Workforce Development _____

a. GC Business First _____

2. Communications/Marketing _____

3. Community Needs Assessment _____

Sub-committees:

a. Literacy _____

b. Disability _____

4. Coordination _____

6. Resource Analysis/Performance Management _____

7. Youth Council _____

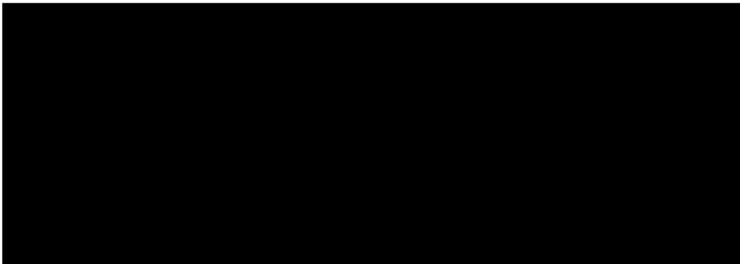
Christina M. Abell
Signature

2/4/13
Date



Certified MBE/WBE/DBE/SBE

ISABELITA MARCELO ABELE



VISION:

My vision is to provide strategic leadership and advocacy on behalf of women and minority citizens and entrepreneurs to share in the American Dream. To serve the community through non-traditional leadership in business and community service in government and business roles. To lead as a national advocate of diversity.

Education:

Bachelor of Science in Education (1968-1972)
Major in Philippine Language, Minor in History
San Pablo College, San Pablo City, Philippines

Professional Development Training:

2001 - Gloucester Community College Business Development Courses
Computerization
Nov. 2001 -Regional Alliance for Small Contractors
Elements of Construction Company Management
Camden Contractors Assistance Program, Camden, NJ
1997- Business Opportunities with the DOD
EDI Software Characteristics, Issues in EDI Implementation

West Chester Electronic Commerce Resource Center, West Chester, PA

1992 - Basic Commercial Sales
Uniglobe Travel, Baltimore, MD

1988 - Collection and Credit Techniques
Dun and Bradstreet Educational Services, Cherry Hill, NJ

Business & Employment History:

1993- Present **Founder, President and CEO**, U.S. Lumber, Inc.,
Woodbury Heights
1992- 2006 **Founder, President and CEO**, U.S. Travel, Inc., Woodbury
Heights
1995-1996 **Teacher**, Travel and Tourism, Gloucester County Vocational and
Technical Institute, Gloucester
1985-1993 **Founder, President and CEO**, U.S. Lumber and Plywood Corp,
Woodbury Heights
1984-1989 **Vice President**, Consolidated Pacific Corp, Woodbury Heights
1977-1979 **Teacher**, History, Philippine Language and Practical Arts, St. .
Vincent Catholic School, Cabuyao, Laguna, Philippines
1976-1977 **Teacher**, Philippine, US and World History, San Pablo Seminary
San Pablo City, Philippines

PROFESSIONAL HONORS:

2011

- **Top 100 for Women Owned Business listed on the Philadelphia Business Journal**

2010

- **Finalist for the Stevie Awards for Women in Business in the "Best Entrepreneur Non-Service Business Category"**

2009

- **Voted as the Top 100 Influential Women in the United States From the Filipina Women Network**

2008

- NJBIZ 50 Best Women in Business
- Received the TIAW Award from The International Alliance of Women

2007

- Selected as one of the 10 best Outstanding Women in Business in South Jersey by the South Jersey Magazine
- National Stevie Award finalist for the recognition of an outstanding

- Achievement in business and best entrepreneur.

2006

- Dangalng Lahi Award (Pride of the Heritage Award), Filipino American Centennial Gala
- Awarded Champion of diversity, Courier Post of South Jersey

2005

- National Top Finalist, Stevie Award for Women Entrepreneurs - Best Entrepreneur – Non-Services, Up to 100 Employees (part of the American Business Awards family).
- Outstanding 50 Asian Americans in Business Award Top Ten Finalist, NAWBO/Mirassou Optimist Award
- Enterprising Woman of the Year, Enterprising Women Magazine, Awards
- Program in Disney World, Orlando, \$5 million - \$10 million in 2004.
- 25 Women of Influence, NJBIZ Magazine
- Asian Entrepreneur for Construction, Asian Enterprise Magazine
- Gold Star Award, NAWBO South Jersey

2004

- Gold Star Award, NAWBO South Jersey
- 25 Women of Influence, Philadelphia Business Journal
- Finalist, Wells Fargo Asian American Business Leadership of the Year Award
- Winner, National Association of Women Business Owners' Businesswoman of the Award, NAWBO South Jersey Chapter
- Recipient, 2004 Woman of the Year for the Girl Scouts of South Jersey Pines

2003

- Recipient, Tribute to Women and Industry's Woman of Outstanding Achievement, YWCA of Chamber County
- Recipient, Hudson County Asian Business Award
- Proclamation from Governor James E. McGreevey for Asian-American Month and community leadership

2002

- Recipient, Asian-American Heritage Council's 2002 Asian-American Professional and Business Achievement Award.

2001

- Ranked one of the top 25 fastest growing companies in the Region, Philadelphia Business Journal

2000

- Ranked one of the top 25 fastest growing companies in the Region, Philadelphia Business Journal

1999

- Ranked one of the top 50 women owned firms in Southern New Jersey

HALLMARKS IN BUSINESS LEADERSHIP

Lita Abele runs the leading Lumber Supplier throughout New Jersey, Delaware, Maryland and Pennsylvania with sales topping over \$5 Million in 2003. US Lumber Inc. is a Certified Minority and Women-Owned Business, whose President is recognized with numerous national, regional and state business and community leadership awards.

Feature News/Press:

- Sunday Business Section, lead story, Courier Post
- Feature News Articles: 2004 Courier Post Series, The Apprentice, 1 of 3
- Business Experts Commenting Weekly
- Profile in Philadelphia Business Journal and NJBIZ
- Photos published in the Filipino Reporter, Laguna Courier, StarWeek, the
- Sunday Magazine of the Philadelphia Star

Network Television: WPVI, ABC Channel 6's "Prime Time with Gary Papa"

Business Organizations:

Active- Minority Supplier Development Council of PA, NJ and DE
Active -National Pan-Asian American Chamber of Commerce
Active- National Women Business Enterprise
Active- Southern New Jersey Chamber of Commerce
Active- Women Impacting Public Policy
Active- Filipina Women Network
2005-2006- Enterprising Women Magazine, National Advisory Board
2005-2007- New Jersey Dealer Lumber Association
2004-2006- National Association of Business Ow
2004-2006- New Jersey Association of Business Owners
2000-2003-American Subcontractor Association
2000-2003- Greater Philadelphia chamber of Commerce

Government Appointments:

Present- Rowan University Board of Trustees
2008-2012- Gloucester County College Board of Trustees
2004- NJ Development Authority for Small Business, Minorities & Women
Enterprises
2004 -Mantua Economic Development Commission

- 2004 -Gloucester County Human Relations Commission
- 2002 -NJ Asian-American Commission Appointment by Governor James E. .
McGreevey
- 2000- State of New Jersey Asian-American Advisory Council
- 2000 -State of New Jersey Procurement and Business Assistance Council
- 2000- State of New Jersey Public Member Advisory Committee
- 2000 -Task Force for Economic Opportunity

Community Organizations & Activities:

- 2006 - Mayor's Special Guest, Coconut Festival, San Pablo City, Philippines
- 2006 - Board of Directors, Girl Scouts of Southern & Central New Jersey
- 2004 - 2006 Vice President of Economic Development, NAWBO SJ
- 2005 -Present Supporter, Philippine Nurses Association of Southern NJ & PA
- 2002 - Present Active Member, Philippine Community of Southern NJ,
- 2002- Present- Board Member Philippine folk Art Society
- 1996 - Evaluator for Hospitality Management Program
Gloucester County Institute of Technology, Gloucester, NJ
- 1994 - Career Day Speaker: Talk on Travel and Tourism Program, Glassboro
High School Glassboro, NJ
- 1984 - Present- City of Seven Lakes, San Pablo City Association East Coast



Objective: To be appointed the Gloucester County One Stop Operator

Skills

Organizational Skills, Supervisory Skills, Interpersonal Skills, Team Player, Mediator

Work Experience:

1999 to Present:

Gloucester County, Department of Economic Development/Division Head, Workforce Development

- * Interim One Stop Operator since July 2009
- Responsibilities include but not limited to:
 - *Communication link to Workforce Investment Board
 - *Evaluates One Stop System and procedures, identify areas for improvement
 - *Ensures performance requirements are being met
 - *Maintains strong ties between the partners, community and local organizations
- * Responsible for the County 15 staff members located at the Gloucester County/Thorofare One-Stop Career Center in Thorofare, N.J. Oversee staff who provide employment and training services to the Unemployed, Underemployed, Youth, TANF, General Assistance (GA) and Food Stamp recipients.
- * Insure that clients flow are appropriately through the established workforce readiness system including, but not limited to intake, counseling, case management, testing and enrollment into county sponsored training programs and scheduled activities.
- * Assign staff job duties and responsibilities
- * Review and update office procedures and policies.
- * Attend Workforce Investment Board and related State meetings and report on One-Stop activities.
- * Meet with State auditors and monitors to insure program compliance.
- * Handle and resolve complaints from participants.
- * Prepare annual staff evaluations

1983 to 1999

Gloucester County Office of JTPA, Senior Employment Specialist

- * Responsible for staff of five (5)
- * Coordinated JTPA Summer Youth programs
- * Insured appropriate individuals were being enrolled into JTPA sponsored training activities
- * Resolved customer complaints

1979 to 1983

Gloucester County Office of JTPA, Employment Specialist (1979 to 1983)

- * Counseled and determined eligibility for individuals interested in seeking additional training in order to become self- sufficient.
- * Counseled and tracked customers through their training
- * Identified customer barriers and assisted in resolutions

1975 to 1979

Gloucester County Dept. Criminal Justice Planning, Research Assistant

- * Created Criminal Justice Plan for County of Gloucester for federal law enforcement grants
- * Responded to Federal Law Enforcement Grant opportunities

Education:

Glassboro State College (BA) History
Gloucester County College (AA)

Certifications and Licenses:

Northeastern University School of Criminal Justice Certificate Program
NJ Department of Labor Qualified Job Counselor Certification
Notary Public, State of New Jersey

Memberships and Organizations:

Garden State Employment & Training Association—member

Community Involvement:

1988 to Present

Gloucester County Shady Lane Nursing Home Advisory Board—Vice Chairman

2004 to Present

Gloucester County Youth Services Commission

References are available upon request.

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Capt. MORRIS D. REICHMAN, USAF, Ret.

Objective

Appointment to the Gloucester County Workforce Investment Board

SUMMARY OF QUALIFICATIONS

- Over 30 years' experience in the development, implementation, and management of programs and policies

PROFESSIONAL EXPERIENCE

LEADERSHIP

- Developed comprehensive programmatic cross training program
 - Formulated staffing criteria and made selections based on organizational needs
 - Identified training criteria and set time lines for completion
 - Set goals and standards, conducted training sessions, and scheduled remedial training for deficient performance
 - FY2012 LWD Internal Audit resulted in "zero discrepancy"
- Developed local procedures and protocols in accordance with major directives and laws
 - Interpreted standards and tasks, developed checklists to provide seamless service
 - Made appropriate assignments, created cohesive teams and increased productivity
 - Provided follow-up and feedback to encourage creative thinkers
 - FY2012, Gloucester County One Stop, effectively met or exceeded all performance standards

PROGRAM MANAGEMENT

- Co-developed comprehensive electronic employment counseling tool
 - Effectively identified barriers to employment and maps out a course of actions to remediate
 - Adopted throughout LWD as the "standard" for an electronic counseling tool
 - Adopted by US DOL DVET as the primary tool used for Veteran's Case Management

EMPLOYMENT HISTORY

NJ Dept. of Labor and Workforce Development	
Acting Manager, Gloucester County One Stop Career Center	2007 – Present
Employment Supervisor I	2003 - 2007
Senior Interviewer, Veteran Services	2001 - 2003
Employment Counselor	1999 - 2001
Interviewer, Veteran Services, Disabled Veteran's Outreach Program	1994 - 1999
Comar, Inc.	1994 - 1994
Electronics Technician and computer programmer	
USAF	1984 – 1993

Aircraft Maintenance and Logistics Officer

USAF

Electronic Warfare Instructor/Master Instructor

1979 - 1984

Electronic Warfare and Airborne Avionics Technician

1971 - 1979

EDUCATION

University of Southern Mississippi, Hattiesburg MS

1984

Bachelor of Science, Industrial – Vocational Education

PROFESSIONAL CERTIFICATES

New Jersey Certified Public Manager Program, Farleigh Dickinson University

2008

Performance Management Program, Six Sigma Black Belt, AIG

2012

CIVIC ORGANIZATIONS

North Italy Benevolent Assoc., Vineland NJ

American Legion, Post 82, Nabb-Leslie

A3

**RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER
COUNTY CONSTRUCTION BOARD OF APPEALS**

WHEREAS, the Gloucester County Construction Board of Appeals was established by the Board of Chosen Freeholders to hear and decide appeals pursuant to N.J.A.C. 5:23A-1.1 et. seq., from decisions of the enforcing agency and to exercise and perform such other powers and duties as are or shall be prescribed by law, regulation or ordinance; and

WHEREAS, there exists a current need to appoint a member to the Gloucester County Construction Board of Appeals; and

WHEREAS, funds are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following appointment is made subject to and contingent upon strict compliance by the Appointee with all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements:

1. **MICHAEL GABBIANELLI** to serve a four (4) year term as a special member, effective immediately and terminating March 20, 2017.

ADOPTED at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held at Woodbury, New Jersey on April 10, 2013.



COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

Michael F. Gabbianelli

Objective

To utilize my professional experience and expertise to aid our community.

Technical Skills/Proficiencies

- Owner/Operator of Michael F. Gabbianelli Construction
- Over 35 years of experience in all facets of construction
- Technical experience in construction practices
- Knowledge in use of all construction machinery

Experience

- | | | |
|----------------|--|------------------|
| 1972 – Present | MFG Construction | Williamstown, NJ |
| • | Owner/Operator | |
| | Responsible for all components of business, including plan design, construction and site supervision | |
| 2003- present | Township of Monroe | Williamstown, NJ |
| • | Mayor | |
| | Elected by constituents to govern the Township of Monroe, reelected for second term, 2006
Instrumental in expansion of many local services to residents, including construction of new library,
Expansion of Township recreational facilities, with hands on presence during construction. | |
| 1977 - 2002 | Township of Monroe | Williamstown, NJ |
| • | Certified Police Officer | |
| | Rose through the ranks from Police Officer, retiring as Lieutenant | |

Awards/Accomplishments

- *Member of Williamstown Rotary Club*
- *Member of Sons of the American Legion*
- *Member of Monroe Township Business Association*
- *Monroe Township Youth Sports Programs*
- *Numerous Township Boards and Commissions*
- *Knights of Columbus*

RESOLUTION AUTHORIZING RE-CODIFICATION AND AMENDMENT OF STANDARD OPERATING PROCEDURES FOR THE DEPARTMENT OF EMERGENCY MANAGEMENT, COMMUNICATIONS PLAN, EMERGENCY MEDICAL SERVICES, AND THE NEPTUNE TASK FORCE

WHEREAS, there is a need to re-codify the standard operating procedures associated with the Department of Emergency Response, which encompasses the following elements: Office of Emergency Management, Office of the Fire Marshall, Police Communications Center, Fire and EMS Communications Center, Communications Plan, Radio Shop/Information Technology, Emergency Medical Service, and the Neptune Task Force.

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

1. The Standard Operating Procedures associated with the above referenced elements are hereby adopted and codified as if set forth herein and attached to this resolution and made a part hereof.
2. The Standard Operating Procedures for the Department of Emergency Response, which encompasses the following elements: Office of Emergency Management, Office of the Fire Marshall, Police Communications Center, Fire and EMS Communications Center, Communications Plan, Radio Shop/Information Technology, Emergency Medical Service, and the Neptune Task Force shall become part of this resolution as if included and attached hereto.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Standard Operating Procedures for the Department of Emergency Response, which encompasses the following elements: Office of Emergency Management, Office of the Fire Marshall, Police Communications Center, Fire and EMS Communications Center, Communications Plan, Radio Shop/Information Technology, Emergency Medical Service, and the Neptune Task Force are hereby adopted consistent with the attachments as prepared by the Department of Emergency Response.

NOW, THEREFORE, BE IT FURTHER RESOLVED, all other Standard Operating Procedures and Policies statements and resolutions prepared in prior years not inconsistent with this resolution and the new policies and procedures passed shall continue in full force and effect, however, all other procedures and policies, statements and resolutions passed in prior years that are inconsistent with the new policies and procedures implemented and passed are hereby null and void.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, April 10, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

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RESOLUTION AUTHORIZING A REVISED MUTUAL AID AND ASSISTANCE AGREEMENT WITH PARTICIPATING UNITS

WHEREAS, mutual aid and assistance agreements between Municipalities, Counties, Law Enforcement agencies Police, Emergency Medical Service, Fire Departments, Fire Companies or EMS organizations and Fire Departments situated in Fire Districts operated by a Board of Fire Commissioners, are permitted pursuant to N.J.S.A. 40A:14-26 and N.J.S.A. 40A:14-156.1; and

WHEREAS, the President in Homeland Security Directive (HSPD) – 5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, “The New Jersey Civilian Defense and Disaster Control Act” App. A-9-33 et seq., provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency; and

WHEREAS, the Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules in accordance with the “Fire Service Resource Emergency Deployment Act”, N.J.A.C. 52:14 & 11 et seq., commonly referred to as the “Fire Service Resource Emergency Deployment Regulations” N.J.A.C. 5:75A et seq.; and

WHEREAS, on April 20, 2011 the County of Gloucester authorized and entered into the Gloucester County Mutual Aid and Assistant Agreement between participating units, which include but is not limited to other municipalities, municipal police, emergency medical service or fire departments, volunteer fire companies or EMS organizations and/or fire districts to provide additional protection against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation damage or destruction to person and property, in those situations when outside aid and assistance is needed; and

WHEREAS, it is deemed to be necessary to revise the Gloucester County Mutual Aid and Assistant Agreement authorized on April 20, 2011.

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

1. The Freeholder Director and Clerk of the Board are hereby authorized to execute and directed to enter into the revised Gloucester County Mutual Aid and Assistance Agreement between Participating Units, a copy of which: is attached hereto and made part hereof, on the terms and conditions contained herein.
2. The Clerk of the Board is hereby authorized and directed to forthwith file a certified copy of this Resolution and an executed copy of the revised Agreement with the Gloucester County Department of Emergency Services, Office of Emergency Management. Said Office shall serve as the central repository and shall maintain a master listing of all Participating Units to the Mutual Aid and Assistance Agreement.

ADOPTED at a regular meeting of the Board of Chosen Freeholders on Wednesday, April 10, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

B2

**GLOUCESTER COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

THIS AGREEMENT shall commence upon signing of the parties set forth on Schedule A (attached hereto) all of which are either the County of Gloucester and all of its departments, municipalities including, but not limited to, municipal police and public works, Emergency Medical Services and/or fire departments, volunteer fire companies or EMS organizations or Fire Districts, and other jurisdictions defined as "local governments" in the Homeland Security Act of 2002. Hereinafter the parties may be referred to as "Participating Units", "Requesting Units" or "Responding Units".

WHEREAS, the President in Homeland Security Directive (HSPD) – 5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, "The New Jersey Civilian Defense and Disaster Control Act" App. A9-33 et seq., provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency; and

WHEREAS, the State of New Jersey adopted the "Fire Service Resource Emergency Deployment Act," N.J.S.A. 52: 14E-11 et seq., to establish a mechanism for the coordination of fire service resources throughout the State to facilitate a quick and efficient response to any emergency incident or situation that requires the immediate deployment of those resources in order to protect life and property from the danger or destruction of fire, explosion or other disaster; and

WHEREAS, the Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules commonly referred to as the "Fire Service Resource Emergency Deployment Regulations" N.J.A.C. 5:75A et seq., and N.J.A.C. 5:75 A-2.2 specifically requires each municipality or fire district to adopt a local fire mutual aid plan; and

WHEREAS, an emergency responder is defined as anyone employed by, contracted to provide services to or otherwise affiliated with the Participating Units and possessing special skills, qualifications, training, knowledge and experience beneficial to the mitigation of disaster situations. An emergency responder includes, but is in no way limited to, the following: law enforcement officers, fire fighters, emergency medical services personnel, physicians, nurses, other public health personnel, emergency management personnel, public works personnel, those persons with specialized equipment operations skills or training or any other skills needed to provide aid in a declared emergency; and

**GLOUCESTER COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

WHEREAS, the Participating Units recognize that entering into an agreement for mutual aid and assistance with each other to protect against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation and to address those situations when additional aid and assistance is needed to protect the best interests of the persons and property in each individual jurisdiction.

NOW THEREFORE, in consideration of the mutual benefits and covenants contained in this agreement, the Participating Units respectively agree as follows:

1. Mutual Aid and Assistance. Upon the request as provided herein, the Participating Units shall provide mutual aid and assistance to each other. Mutual Aid and Assistance shall include the following:

- a. Rendering of aid and assistance, including pre-established immediate response by one or more Participating Units to an emergency scene under the control and/or jurisdiction of another Participating Unit, said emergency may include but not be limited to fire, civil unrest, major criminal or emergency events, natural and man-made disaster or catastrophe affecting the environment.
- b. Rendering of aid and assistance by one or more Participating Units to another Participating Unit to serve as supplemental reserve protection in the Requesting Unit's jurisdiction while the Requesting Unit is on an emergency call and/or otherwise currently unable to address the emergency service needs in its jurisdiction.
- c. Participating in training exercises with other participating units, where the purpose of such training exercises is to coordinate and prepare for fire, civil unrest, major emergency, natural disaster, environmental disaster and/or other emergency situations that are a threat to life or property.
- d. Participating Units shall provide any and all resources of a municipality including police and fire, personnel equipment, and any other resources available by the municipality including but not limited to public works.

2. Request for Mutual Aid and Assistance

All requests for mutual aid and assistance shall be initiated through the Gloucester County Department of Emergency Response, Office of Emergency Management. The Gloucester County Department of Emergency Response, Office of Emergency Management shall immediately summon participating units to the scene of the emergency in accordance with the pre-established policies and procedures in effect at the time of the request. In the event of an unforeseen emergency which prevents prior notification to Gloucester County Department of Emergency Response, Office of Emergency Management and equipment of the participating unit has been deployed to another participating unit with a pre-existing agreement for service and is a

**GLOUCESTER COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

contiguous jurisdiction, the Gloucester County Department of Emergency Response, Office of Emergency Management, will be notified by the participating unit which sends the equipment as soon as possible of the deployment and exactly what equipment has been deployed and the location of said equipment. Nothing within this Agreement should prohibit a participating unit from requesting assistance from another participating unit, as long as there is a pre-existing agreement for services and contiguous jurisdiction and provided that the Gloucester County Department of Emergency Response, Office of Emergency Management has been notified of the deployment and the whereabouts of the equipment.

a. Each local jurisdiction shall develop a Municipal Mutual Plan to include mutual aid assistance to the levels they deem acceptable when measured against potential risks. Said information shall be submitted annually to the Gloucester County Department of Emergency Response, Office of Emergency Management for review by the appropriate coordinator prior to the first day of March each year.

i. All Local Fire Mutual Aid Plans shall be in compliance with New Jersey Fire Service Emergency Deployment Regulation N.J.A.C. 5:75A et seq, specifically N.J.A.C. 5:75A-2.2.

3. Incident Command and Authority at Emergency Scene. The Incident Commander of the Requesting Unit shall have overall command authority of all Participating Units at the scene of the emergency. Participating Units of the fire service shall operate in compliance with the State incident Management System N.J.A.C. 5:73-1.6(b).

4. No Charge for Use of Personnel or Equipment.

a. No Participating Unit shall bill a Requesting Unit for wages, salaries or use of equipment in making mutual aid and assistance responses, except as is provided for by a pre-existing separate agreement and/or as permitted within the regulations of the Stafford Disaster and Emergency Assistance Act, 42 U.S.C. 5121-5206 and the implementing regulations of 44 CFR 204 and 206 in which case reimbursements as permitted therein shall be recoverable as provided within said regulations.

b. If fuel, chemical substances, crowd control gases, water additives, sterilized medical equipment or other disposable goods are used for mitigation of the incident by a Responding Unit at a mutual aid and assistance response which will cause the Responding Unit to incur an expenditure to replace the same, and/or portable equipment requires repair or is lost the Requesting Unit shall replace or, upon receipt of an appropriate voucher, reimburse the Responding Unit for the expenditure involved. Said reimbursement or replacement shall not be construed as payment or consideration for making the mutual aid and assistance response but only as an effort to compensate a Responding Unit for its actual cost outlay in replacing these expendable materials.

**GLOUCESTER COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

- c. This agreement shall supersede any agreement either formal or informal between jurisdictions (e.g. state or federal governments) or between Responding Units (e.g. fire departments of different municipalities) with the exceptions of agreements involving local fire mutual aid plans.
 - d. Participating Units when possible will be reimbursed in accordance with the Spill Compensation Control Act (N.J.A.C. 7:IE-5.3/N.J.S.A. 58:10-23.11e). Any reimbursement will be as set forth by the State of New Jersey and shall only be paid when the State submits funds accordingly.
 - e. This agreement recognizes the provisions as required by New Jersey Civilian Defense & Control Act App.9-33 et seq.
5. Limitation of Providing Mutual Aid and Assistance. Nothing contained in this Agreement shall be construed to require a Participating Unit to make a mutual aid and assistance response if the response will leave the Participating Unit's jurisdiction without sufficient police, fire, ambulance and/or emergency protection.
6. Death or Disability. If any member of a Participating Unit suffers injury or death at the scene of a mutual aid and assistance emergency or training exercise, the member or the member's designee or legal representative shall be entitled to all salary, pension rights, worker's compensation and other benefits to which the member would be entitled if injury or death occurred in the performance of duties within the jurisdiction of the Participating Unit in accordance to N.J.S.A. 40A:14-26. Said rights, benefits and compensation shall be paid by the Participating Unit and not by the Requesting Unit. Each Participating Unit shall be individually responsible for providing adequate benefits, coverage and compensation for its members.
7. Members Authority. The members of each Participating Unit making a mutual aid and assistance response shall have the same powers and authority as the members of a Requesting Unit at the scene of the emergency in accordance with N.J.S.A. 40A:14-156.2. Said members of a Participating Unit shall also have, while so acting, such rights and immunities as they would otherwise enjoy in the performance of their normal duties within their own jurisdiction.
8. Liability Insurance. Each Participating Unit shall maintain adequate liability insurance, the minimum limits of which shall be \$1 million. Additionally, at all times during the term of this Agreement, the Participants shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the assistance to be performed pursuant to this Agreement.
9. Term: Withdrawal. This Agreement shall commence upon signing by each of the

**GLOUCESTER COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

Participating Units and shall continue full force and effect through December 31, 2016 and henceforth every five years thereafter. Any Participating Unit may withdrawal from this Agreement by providing other Participating Units, the Gloucester County Department of Emergency Services, the County Fire Coordinator, the County EMS Coordinator within sixty (60) days advanced written notice of withdrawal, clearly specifying the applicable date of withdrawal. In the event of withdrawal by any Participating Unit, this Agreement will continue in full force and effect for all remaining Participating Units.

10. Legal Authority. This Agreement shall not be construed to designate any Participating Unit as an Agent of the County or vice versa. All parties shall be deemed as independent contracting units and no employer/employee status or relationship shall be construed as flowing from this Agreement. This Agreement for mutual aid shall be viewed in accordance with Federal and New Jersey law.

11. Entire Agreement. This Agreement constitutes the entire: understanding between the Participating Units. This Agreement supersedes all communications, representations or prior agreements, oral or written, between Participating Units with respect to the subject matter hereof.

The County of Gloucester, Municipality and/or Borough, which will be representing the Municipality, Borough and Municipal Police and/or local fire departments including volunteer fire companies or EMS organizations, and Fire Districts which should all represent a participating unit shall execute this Agreement and affix its corporate seal on the date indicated. By executing this Agreement, the Gloucester County Freeholder Director, Mayor, and representative of the Fire District all representing Participating Units hereby acknowledge that said execution has been duly authorized by proper Resolution, a copy of which is annexed to this Agreement and made a part of this Agreement.

The participating unit hereby executes this Agreement as set forth below.

The County of Gloucester has executed this Agreement on the ____ day of _____, 2013.

COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

**GLOUCESTER COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

The participating unit hereby executes this Agreement as set forth below.

The County of Gloucester has executed this Agreement on the _____ day of _____, 2013.

The _____ has executed this Agreement on the _____ day of
(Borough/Municipality)
_____, 2013.

Authorized Signature: _____ Official Title _____

Authorized Signature: _____ Official Title _____

**GLOUCESTER COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

The participating unit hereby executes this Agreement as set forth below.

The County of Gloucester has executed this Agreement on the ____ day of _____, 2013.

The Fire District of _____ has executed this Agreement on the ____ day
of _____, 2013.

Authorized Signature: _____ Official Title _____

Authorized Signature: _____ Official Title _____

C1

RESOLUTION TO AMEND A CONTRACT WITH WASHINGTON TOWNSHIP FOR THE COMPLETION OF ROAD IMPROVEMENTS ALONG HYANNIS AVENUE USING THEIR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION TO INCREASE THE CONTRACT BY \$41,589.88 FOR A TOTAL CONTRACT AMOUNT OF \$158,799.88

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on February 6, 2013, authorizing the execution of a contract between the County and the Township of Washington, with offices at 523 Egg Harbor Road, Turnersville, NJ for Roadway Improvements along Hyannis Avenue in the amount of \$117,210.00; and

WHEREAS, that contract is herein amended to increase the funding amount using 2010 and 2011 CDBG Funds (\$5,631.78 and \$35,958.10) allocated for Washington Township which will allow for completion of a greater section of the roadway; and

WHEREAS, an amendment due to allow additional funding through the Community Development Block Grant Program (CDBG) Grant Funds from 2010 and 2011 which are available through the US Department of Housing and Urban Development; and

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

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds pursuant to CAF#13-02763, which amount shall be charged against budget line item #T-03-08-811-170-21218.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute an amendment to the contract between the County and the Township of Washington to increase the total contract amount by \$41,589.88, resulting in a total contract amount of \$158,799.88.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, April 10, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C1

**AMENDMENT TO CONTRACT
WITH
TOWNSHIP OF WASHINGTON**

THIS IS AN AMENDMENT dated the **10th** day of **April, 2013**, to a contract originally entered into on the 6th day of February, 2013, by the **County of Gloucester**, with its principal office at 2 South Broad Street, Woodbury, NJ, hereinafter referred to as "**County**" and **Township of Washington**, with offices at 523 Egg Harbor Road, Turnersville, New Jersey, hereinafter referred to as "**Contractor**".

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

Original contract is for road improvements along Hyannis Avenue in the Township of Washington. The Contract is amended to provide that the total contract amount is increased by \$41,589.88, to allow for completion of a greater section of the roadway. The Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$41,589.88, pursuant to CAF# 13-02763, which amount shall be charged against budget line item #T-03-08-811-170-21218.

All other terms and provisions of the Contract and conditions set forth therein that are consistent with this Amendment and state requirements, shall remain in full force and effect.

THIS AMENDMENT is effective as of the **10th** day of **April, 2013**.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF WASHINGTON

MARY LOU BERGH, CLERK

BARBARA A. WALLACE, MAYOR

C2

RESOLUTION AUTHORIZING THE EXECUTION OF HUD FORM (7015.15) AND ANY OTHER REQUISITE DOCUMENTS NECESSARY TO FACILITATE CERTAIN PROJECTS IN NATIONAL PARK, AND GREENWICH AND MANTUA TOWNSHIPS

WHEREAS, the County of Gloucester through the Department of Economic Development manages and coordinates the implementation of certain Department of Housing and Urban Development (HUD) programs to benefit the residents of Gloucester County; and

WHEREAS, the reconstruction of sidewalks and ADA compliant curb cuts in the Borough of National Park and the retrofit of restrooms at the municipal recreation complex in the Township of Greenwich will allow full public access through the removal of architectural barriers for handicapped persons and the demolition of dilapidated commercial/industrial structures in a redevelopment area in the Township of Mantua will eliminate blighting influences; and

WHEREAS, in accordance with federal regulations certain procedures must be adhered to and specific forms executed prior to HUD evaluating the request for release of funding for these two projects; and

WHEREAS, the approval of this request is conditioned upon all other HUD requirements being met.

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 (2) HUD Forms 7015.15 (Request for Release of Funds and Certification) and any other necessary documentation relevant to public facilities activities cited above.

ADOPTED, at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, April 10, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

C2

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB No. 2506-0087
(exp. 11/30/2004)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) FY2012 CDBG Program Annual Action Plan	2. HUD/State Identification Number B-12-UC-34-0109	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) 14-218	5. Name and address of responsible entity County of Gloucester County Complex 115 Budd Blvd. West Deptford, NJ 08096	
6. For information about this request, contact (name & phone number) Christina Morales, Division Head, Division of Housing and Community Development (856-384-6867)		7. Name and address of recipient (if different than responsible entity)
8. HUD or State Agency and office unit to receive request Newark Area Office US Dept of Housing & Urban Development		

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s)	10. Location (Street address, city, county, State)
2012-5g Public Facilities: Borough of National Park – Reconstruction of Sidewalks and ADA Compliant Curb Cuts	National Park – St John Way
2012-5n Public Facilities: Greenwich Township – Removal of Architectural Barriers	Greenwich Township Recreation Area
2012-5f Public Facilities: Mantua Township – Demolition of Dilapidated Commercial / Industrial Structures in Redevelopment Area	Mantua Township Redevelopment Area

11. Program Activity/Project Description

2012-5g Public Facilities: Borough of National Park – Reconstruction of Sidewalks and ADA Compliant Curb Cuts
The County proposes to assist the Borough with the reconstruction of Phase II of the ADA curb cut and sidewalk project at St. John Walk from Hessian to Wesley.
Project Site: St. John Walk; Census Tract 5003 BG 1; 51.2% Low/Mod
CDBG funds: \$45,000

2012-5n Public Facilities: Greenwich Township – Removal of Architectural Barriers
The County proposes to assist in the Township to retrofit the restrooms at the municipal recreation complex at N. School Street and Railroad Street one block north of Broad Street to bring them into ADA compliance..
CDBG funds: \$50,000

2012-5f Public Facilities: Mantua Township – Demolition of Dilapidated Commercial / Industrial Structures in Redevelopment Area
The County proposes to assist the Township with the demolition of five structures on the abandoned Struthers Dunn, Inc site at 568 Lambs Road in the Route 55 Redevelopment Area. The site has been environmental cleared for demolition and redevelopment by the USEPA..
Project Site: 568 Lambs Road, Mantua; Census Tract 5007.03 BG 1
CDBG funds: \$165,000

Note: All other activities added to the FY 2012 CDBG program are classified as Exempt or Categorically Excluded Subject to NEPA that upon examination did not trigger any environmental findings and reverted to Exempt.

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with, Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did did not require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer Freeholder Director
x Robert M. Damminger	Date signed March 15, 2013
Address of Certifying Officer County of Gloucester County Complex, 115 Budd Blvd. West Deptford, NJ 08096	

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part I and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
X	Date signed

Warning: HUD will prosecute false claims and statements. Convictions may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

C3

RESOLUTION AUTHORIZING APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE GLOUCESTER COUNTY BRIDGE REHABILITATION PROJECT

WHEREAS, the Office of the County Engineer for the County of Gloucester (hereinafter the "County") has requested authority to submit an electronic grant application to the State of New Jersey for Local Bridge Fund Needs grant in the amount of \$1,000,000.00 from the New Jersey Department of Transportation for the Fiscal Year 2013, for Engineering Project #13-10SA (hereinafter the "Project").

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County formally approves the grant application identified as LBFN-2013-Gloucester County-00037 to the New Jersey Department of Transportation on behalf of the County.

BE IT FURTHER RESOLVED that the Freeholder Director and Clerk of the Board of Chosen Freeholders are hereby authorized to sign the grant agreement on behalf of the County and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on April 10, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

13-108A (F) C3

LBFN - 2013 - GLOUCESTER COUNTY - 00037

GLOUCESTER

County of (County Name)
Resolution No.

GLOUCESTER COUNTY BRIDGE
REHABILITATION PROJECT, 13-108A

Resolution: Approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the (Project Name) project.

NOW, THEREFORE, BE IT RESOLVED that Council of (County Name) formally approves the grant application for the above stated project.

GLOUCESTER

BE IT FURTHER RESOLVED that the (Freeholder Director) and Clerk are hereby authorized to submit an electronic grant application identified as (enter here the application ID from NJDOT SAGE) to the New Jersey Department of Transportation on behalf of (Name of County).

GLOUCESTER

BE IT FURTHER RESOLVED that (Freeholder Director) and Clerk are hereby authorized to sign the grant agreement on behalf of (Name of County) and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

GLOUCESTER

Certified as a true copy of the Resolution adopted by the Council
On this day of , 20

Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL _____
(Clerk) (Presiding Officer)

RESOLUTION AUTHORIZING AWARD OF A SPLIT BID WITH SOUTH STATE, INC. AND R.E. PIERSON MATERIAL CORPORATION EACH FOR AN AMOUNT NOT TO EXCEED \$1,400,000.00 FROM MAY 5, 2013 TO MAY 4, 2014

WHEREAS, the County of Gloucester (hereinafter the "County") has advertised for the receipt of public bids for the supplying of Hot Mix Asphalt (HMA) services for the Highway Division of County Department of Public Works; and

WHEREAS, bids were publicly received and opened on March 15, 2013; and

WHEREAS, after following proper bidding procedure, it was determined that the bid should be split between the two lowest bidders, South State, Inc., (hereinafter "South State") shall be awarded the contract for Item #1, to be picked up by the Clayton and Mantua Yards at \$47.00 per ton, and R.E. Pierson Materials Corp. (hereinafter the "R.E. Pierson") shall be awarded the contract for Item# 1 to be picked up by the Swedesboro Yard at \$45.00 per ton; and Item# 2 to be picked up by all yards at \$45.00 per ton and Item#3 to be picked up by all yards at \$41.00 per ton; and

WHEREAS, after following proper bidding procedure, it was determined that South State located at 202 Reeves Road, P.O. Box 68, Bridgeton, NJ 08302, and R.E. Pierson located at 426 Swedesboro Road, Pilesgrove, NJ 08098 were the lowest responsive and responsible bidders to supply Hot Mix Asphalt (HMA) to be applied to County roadways; and

WHEREAS, the contracts shall be awarded for estimated units of service for a one year period from May 5, 2013 to May 4, 2014 with the option by the County to extend the Contracts for one (1) two year period or two (2) one year extension, from the date of the award of the contracts with South State and R.E. Pierson, each for an amount not to exceed \$1,400,000.00; and

WHEREAS, the contracts are therefore open ended, which does not obligate the County to make any purchase; and, therefore, no Certificate of Availability of Funds are required at this time. Continuation of the contracts beyond December 31, 2013 is conditioned upon the approval of the 2014 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the contracts will be for the supply of hot mix material on County roadways, in accordance with and pursuant to the bids submitted and prices set forth within their respective bid proposals, be and are hereby awarded to South State and R.E. Pierson as set forth herein above; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, April 10, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

C4

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

THIS CONTRACT is made effective the 10th day of **April, 2013** by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street Woodbury, New Jersey, 08096 hereinafter referred to as "County", and **SOUTH STATE, INC.**, with an address of 202 Reeves Road, P. O. Box 68, Bridgeton, NJ 08302, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the supply of Hot Asphalt Mix (HMA) material as per **PD #013-014, as to Line Item #1**, to be utilized on County roadways; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a one (1) year period from May 5, 2013 to May 4, 2014 with the option by the County to extend this Contract for one (1) two year period or two (2) one year periods.
2. **COMPENSATION.** Contract shall be for estimated units of service as set forth in the specifications of **PD# 013-014**, at \$47.00 per ton for HMA 12.5 H64 (*Item #1*) for an amount not to exceed \$1,400,000.00.

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

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 "Specifications" which are incorporated and made part of this contract, or as more particularly set forth in **PD# 013-014**, together with any other specifications issued by the County in connection with this contract. Contractor shall supply HMA 12.5 H64 (**Item #1**) to be picked up by County employees of the Clayton and Mantua Yards.

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

The vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disability Act.

The vendor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

period during which the County is so prevented.

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

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

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. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, and the Specifications, 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 made effective the **10th** day of **April, 2013**.

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

ATTEST:

SOUTH STATE, INC.

By:
Title:

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
R. E. PIERSON MATERIAL CORPORATION**

THIS CONTRACT is made effective the 10th day of **April, 2013** by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street Woodbury, New Jersey, hereinafter referred to as "County", and **R. E. PIERSON MATERIAL CORPORATION**, with an address of 426 Swedesboro Road, Pilesgrove, N.J. 08098, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the supply of Hot Asphalt Mix (HMA) material as **per PD #013-014, as to Line Item #1, Line Item #2 and Line Item #3** to be utilized on County roadways; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a one (1) year period from May 5, 2013 to May 4, 2014 with the option by the County to extend this Contract for one (1) two year period or two (2) one year periods.
2. **COMPENSATION.** Contract shall be for estimated units of service as set forth in the specifications of **PD# 013-014**, at \$45.00 per ton for HMA 12.5 H64 (**Item #1**); \$45.00 per ton for HMA 9.5 M64 (**Item #2**); and, \$41.00 per ton for HMA 19 M64 base (**Item #3**), for an amount not to exceed \$1,400,000.00.

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

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 "Specifications" which are incorporated and made part of this contract, or as more particularly set forth in **PD# 013-014**, together with any other specifications issued by the County in connection with this contract. Contractor shall supply HMA 12.5 H64 (**Item #1**) to be picked up by County employees of the Swedesboro yard; HMA 9.5 M64 (**Item #2**) and, HMA 19M64 Base (**Item #3**) to be picked up by all yards.

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

The vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disability Act.

The vendor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in

the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys,

drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

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

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

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

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

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

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.
13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
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. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.
19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.
20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.
21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorize County personnel or upon prior approval of the County.
22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document, and the Specifications, 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 made effective the 10th day of **April, 2013**.

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

ATTEST:

R. E. PIERSON MATERIAL CORP.

By:
Title:

PD 013-014 Bid Opening 3/15/2013 10:00am SPECIFICATIONS AND PROPOSAL FORM FOR THE SUPPLYING OF BITUMINOUS MATERIALS		VENDOR: Arawak Paving Co. 7503 Weymouth Rd. Hammonton, NJ 08037 John Barrett 609 561-4100 609 567-4750 Fax	VENDOR: R.E. Pierson Materials Corp. 426 Swedesboro Rd Pilesgrove, NJ 08098 Cherri M. Coles 856 769-8244 856 769-5630 Fax	VENDOR: South State Inc. PO Box 68 Bridgeton, NJ 08302 Chester J. Orttinger Jr. 856 451-5300 856 455-3461 FAX	VENDOR: American Asphalt Co. Inc. 116 Main St. West Collingswood Hts. 08059 Joseph R. Ford 856 456-2899 856 456-6749 FAX	VENDOR: Winslow Hot Mix LLC 1435 Doughty Road Egg Harbor, NJ 08234 Steven Kurtz 609 641-2781 609 641-0374 Fax
ITEM 1 (HMA) 12.5 H64 Surface course loaded in trucks at contractors plant Estimated Quantity 20,000 Tons	Unit Price \$43.60	Unit Price \$45.00	Unit Price \$47.00	Unit Price \$49.44	Unit Price \$51.00	
2 (HMA) 9.5 M64 Leveling course loaded in trucks at contractors plant Estimated Quantity 500 Tons	Unit Price \$45.60	Unit Price \$45.00	Unit Price \$49.50	Unit Price \$48.72	Unit Price \$53.25	
3 (HMA) 19 M64 Base course loaded in trucks at contractors plant Estimated Quantity 500 Tons	Unit Price \$42.60	Unit Price \$41.00	Unit Price \$43.50	Unit Price \$43.26	Unit Price \$46.75	
Distance in miles between pickup location and the county's stocking location as follows: Clayton Yard Mantua Yard Swedesboro Yard	Hammonton 22.4 Miles 28.4 Miles 34.5 Miles	Bridgeport 15 Miles 10.1 Miles 3.2 Miles	Williamstown 5.2 Miles 10.6 Miles 15 Miles	West Collingswood Hgts. 16 Miles 10 Miles 16.5 Miles	Winslow Twp. 15.5 Miles 23.2 Miles 46.75 Miles	
DELIVERY ARO	1 day	1 day	1 day	1 day	1 day	
Variations: (if any)						
Will you extend your prices to local government entities within the County	NO	NO	YES	NO	YES	
Bid specifications sent to:	Construction Journal	Trap Rock	Prime Vendor			
The ordering period for the proposed contract will be for one (1) year with one two (2) year extension or two (2) one year extensions.						
Based upon the bids received, I recommend the using department review all bids and award the contract to the lowest responsive, responsible bidder.						
		Sincerely,				
		Robert J. McErlane				
		Purchasing				

C4

C4

Variations _____

Signature Page

SIGNED  COMPANY **BARAWAK PAVING CO. INC**
 NAME (TYPE) **JOHN M. BARRETT** ADDRESS **7503 WEYMOUTH ROAD
HAMMONTON, NJ 08037**
 TITLE **PRESIDENT**
 DATE 4/13 CITY **HAMMONTON** STATE **NEW JERSEY**
 TELE # 609 561 4120 ZIP 08037
 FAX # 567-4750 E-MAIL APaving@PavingCo.com

To Board of Chosen Freeholders
Of The County of Gloucester

Dear Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project for which bids were advertised to be opened and read in public on the date as advertised in the legal newspaper for the County of Gloucester at 10:00 am, local time, at the office of the Purchasing Agent, County Administration Building, 2nd floor, 2 S. Broad Street, Woodbury, N.J. 08096.

The successful bidder declares that he/she will contract to furnish all items mentioned in the said specifications in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

Accompanying this bid is a certified check, cashier's check or bid bond (if required by this bid specification) made payable to the County of Gloucester. The undersigned agrees that this deposit is to be forfeited as liquidated damages, and not a penalty if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract or furnish any other bonds required within the stipulated time. Otherwise said check is to be returned to the undersigned.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>
1.	(HMA) 12.5 H64 SURFACE COURSE LOADED IN TRUCKS AT CONTRACTOR'S PLANT	20,000 TONS	\$ <u>43⁶⁰</u> PER TON
2.	(HMA) 9.5 M64 LEVELING COURSE LOADED IN TRUCKS AT CONTRACTOR'S PLANT	500 TONS	\$ <u>45⁶⁰</u> PER TON
3.	(HMA) 19 M64 BASE COURSE LOADED IN TRUCKS AT CONTRACTOR'S PLANT	500 TONS	\$ <u>42⁶⁰</u> PER TON

NOTE TO BIDDERS: THE FOLLOWING INFORMATION MUST BE PROVIDED WITH YOUR BID:

LOCATION WHERE MATERIAL WILL BE PICKED-UP: **7803 WEYMOUTH ROAD
HAMMONTON, NJ 08037**

THE DISTANCES IN MILES BETWEEN THE PICK-UP LOCATION AND THE COUNTY'S STOCKING LOCATIONS ARE AS FOLLOWS:

22.4 MILES FROM CLAYTON YARD

28.4 MILES FROM MANTUA YARD

34.5 MILES FROM SWEDSBORO YARD

DELIVERY DATE: 1 DAYS ARO

Variations none

Signature Page

SIGNED  COMPANY Richard E. Person Const Co Inc
NAME (TYPE) Cheryl M Coles ADDRESS 424 Swedesboro Rd
TITLE Asst Secretary
DATE March 15 2013 CITY Pilesgrove STATE NJ
TELE # 856 769 8244 ZIP 08098
FAX # 856 769 5630 E-MAIL info@reperson.com

To Board of Chosen Freeholders
Of The County of Gloucester

Dear Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project for which bids were advertised to be opened and read in public on the date as advertised in the legal newspaper for the County of Gloucester at 10:00 am, local time, at the office of the Purchasing Agent, County Administration Building, 2nd floor, 2 S. Broad Street, Woodbury, N.J. 08096.

The successful bidder declares that he/she will contract to furnish all items mentioned in the said specifications in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

Accompanying this bid is a certified check, cashier's check or bid bond (if required by this bid specification) made payable to the County of Gloucester. The undersigned agrees that this deposit is to be forfeited as liquidated damages, and not a penalty if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract or furnish any other bonds required within the stipulated time. Otherwise said check is to be returned to the undersigned.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>
1.	(HMA) 12.5 H64 SURFACE COURSE LOADED IN TRUCKS AT CONTRACTOR'S PLANT	20,000 TONS	\$ <u>45.00</u> PER TON
2.	(HMA) 9.5 M64 LEVELING COURSE LOADED IN TRUCKS AT CONTRACTOR'S PLANT	500 TONS	\$ <u>45.00</u> PER TON
3.	(HMA) 19 M64 BASE COURSE LOADED IN TRUCKS AT CONTRACTOR'S PLANT	500 TONS	\$ <u>41.00</u> PER TON

NOTE TO BIDDERS: THE FOLLOWING INFORMATION MUST BE PROVIDED WITH YOUR BID:

LOCATION WHERE MATERIAL WILL BE PICKED-UP: 860 Oak Grove Road
Bridgeport NJ 08014

THE DISTANCES IN MILES BETWEEN THE PICK-UP LOCATION AND THE COUNTY'S STOCKING LOCATIONS ARE AS FOLLOWS:

15 MILES FROM CLAYTON YARD

10.1 MILES FROM MANTUA YARD

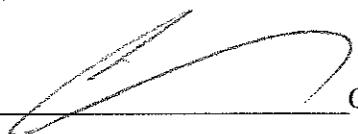
3.2 MILES FROM SWEDESBORO YARD

DELIVERY DATE: 1 DAYS ARO

C4

Variations Dope

Signature Page

SIGNED  COMPANY South State, Inc.

NAME (TYPE) Chester J. Ottinger, Jr. ADDRESS PO Box 68

TITLE President 202 Reeves Road

DATE March 15, 2013 CITY Bridgeton STATE NJ

TELE # 856-451-5300 ZIP 08302

FAX # 856-455-3461 E-MAIL bbryan@southstateinc.com

To Board of Chosen Freeholders
Of The County of Gloucester

Dear Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project for which bids were advertised to be opened and read in public on the date as advertised in the legal newspaper for the County of Gloucester at 10:00 am, local time, at the office of the Purchasing Agent, County Administration Building, 2nd floor, 2 S. Broad Street, Woodbury, N.J. 08096.

The successful bidder declares that he/she will contract to furnish all items mentioned in the said specifications in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

Accompanying this bid is a certified check, cashier's check or bid bond (if required by this bid specification) made payable to the County of Gloucester. The undersigned agrees that this deposit is to be forfeited as liquidated damages, and not a penalty if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract or furnish any other bonds required within the stipulated time. Otherwise said check is to be returned to the undersigned.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>
1.	(HMA) 12.5 H64 SURFACE COURSE LOADED IN TRUCKS AT CONTRACTOR'S PLANT	20,000 TONS	\$ <u>47.00</u> PER TON
2.	(HMA) 9.5 M64 LEVELING COURSE LOADED IN TRUCKS AT CONTRACTOR'S PLANT	500 TONS	\$ <u>49.50</u> PER TON
3.	(HMA) 19 M64 BASE COURSE LOADED IN TRUCKS AT CONTRACTOR'S PLANT	500 TONS	\$ <u>43.50</u> PER TON

NOTE TO BIDDERS: THE FOLLOWING INFORMATION MUST BE PROVIDED WITH YOUR BID:

LOCATION WHERE MATERIAL WILL BE PICKED-UP: Rt 302 + Fries Mill Rd
Maple Tree NJ

THE DISTANCES IN MILES BETWEEN THE PICK-UP LOCATION AND THE COUNTY'S STOCKING LOCATIONS ARE AS FOLLOWS:

5.2 MILES FROM CLAYTON YARD

10.6 MILES FROM MANTUA YARD

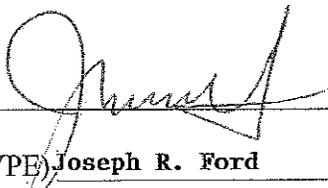
15.0 MILES FROM SWEDESBORO YARD

DELIVERY DATE: 1 DAYS ARO

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Variations NONE

Signature Page

SIGNED  COMPANY American Asphalt Company, Inc.
NAME (TYPE) Joseph R. Ford ADDRESS 116 Main Street
TITLE Chief Operating Officer W. Collingswood Hghts, NJ 08059
DATE March 15, 2013 CITY _____ STATE NJ
TELE # 856-456-2899 ZIP 08059
FAX # 856-456-6749 E-MAIL bobbrown@americanasphaltcompany.com

To Board of Chosen Freeholders
Of The County of Gloucester

Dear Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project for which bids were advertised to be opened and read in public on the date as advertised in the legal newspaper for the County of Gloucester at 10:00 am, local time, at the office of the Purchasing Agent, County Administration Building, 2nd floor, 2 S. Broad Street, Woodbury, N.J. 08096.

The successful bidder declares that he/she will contract to furnish all items mentioned in the said specifications in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

Accompanying this bid is a certified check, cashier's check or bid bond (if required by this bid specification) made payable to the County of Gloucester. The undersigned agrees that this deposit is to be forfeited as liquidated damages, and not a penalty if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract or furnish any other bonds required within the stipulated time. Otherwise said check is to be returned to the undersigned.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>
1.	(HMA) 12.5 H64 SURFACE COURSE LOADED IN TRUCKS AT CONTRACTOR'S PLANT	20,000 TONS	\$ <u>49.44</u> PER TON
2.	(HMA) 9.5 M64 LEVELING COURSE LOADED IN TRUCKS AT CONTRACTOR'S PLANT	500 TONS	\$ <u>48.72</u> PER TON
3.	(HMA) 19 M64 BASE COURSE LOADED IN TRUCKS AT CONTRACTOR'S PLANT	500 TONS	\$ <u>43.26</u> PER TON

NOTE TO BIDDERS: THE FOLLOWING INFORMATION MUST BE PROVIDED WITH YOUR BID:

LOCATION WHERE MATERIAL WILL BE PICKED-UP:

THE DISTANCES IN MILES BETWEEN THE PICK-UP LOCATION AND THE COUNTY'S STOCKING LOCATIONS ARE AS FOLLOWS:

16 MILES FROM CLAYTON YARD

10 MILES FROM MANTUA YARD

16.5 MILES FROM SWEDESBORO YARD

DELIVERY DATE: 1 DAYS ARO

C4

Variations _____

Signature Page

SIGNED  COMPANY Winslow Hot Mix, LLC
NAME (TYPE) Steven C. Kurtz ADDRESS 1435 Doughty Road--Egg Harbor Twp., NJ 08234
TITLE Manager
DATE 3/12/13 CITY Egg Harbor Twp. STATE NJ
TELE # 609-641-2781 ZIP 08234
FAX # 609-641-0374 E-MAIL skurtz@aestone.com

To Board of Chosen Freeholders
Of The County of Gloucester

Dear Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project for which bids were advertised to be opened and read in public on the date as advertised in the legal newspaper for the County of Gloucester at 10:00 am, local time, at the office of the Purchasing Agent, County Administration Building, 2nd floor, 2 S. Broad Street, Woodbury, N.J. 08096.

The successful bidder declares that he/she will contract to furnish all items mentioned in the said specifications in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

Accompanying this bid is a certified check, cashier's check or bid bond (if required by this bid specification) made payable to the County of Gloucester. The undersigned agrees that this deposit is to be forfeited as liquidated damages, and not a penalty if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract or furnish any other bonds required within the stipulated time. Otherwise said check is to be returned to the undersigned.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>
1.	(HMA) 12.5 H64 SURFACE COURSE LOADED IN TRUCKS AT CONTRACTOR'S PLANT	20,000 TONS	\$ <u>51.00</u> PER TON
2.	(HMA) 9.5 M64 LEVELING COURSE LOADED IN TRUCKS AT CONTRACTOR'S PLANT	500 TONS	\$ <u>53.25</u> PER TON
3.	(HMA) 19 M64 BASE COURSE LOADED IN TRUCKS AT CONTRACTOR'S PLANT	500 TONS	\$ <u>46.75</u> PER TON

NOTE TO BIDDERS: THE FOLLOWING INFORMATION MUST BE PROVIDED WITH YOUR BID:

LOCATION WHERE MATERIAL WILL BE PICKED-UP:

Winslow Hot Mix, LLC
784 Piney Hollow Road

Winslow Township, NJ 08037

THE DISTANCES IN MILES BETWEEN THE PICK-UP LOCATION AND THE COUNTY'S STOCKING LOCATIONS ARE AS FOLLOWS:

15.5 MILES FROM CLAYTON YARD

23.2 MILES FROM MANTUA YARD

27.7 MILES FROM SWEDESBORO YARD

DELIVERY DATE: 1 DAYS ARO

E1

**RESOLUTION TO REMOVE VEHICLES #CS-621 AND #CS-622 FROM NJ TRANSIT
INVENTORY TO THE SOLE RESPONSIBILITY OF THE COUNTY**

WHEREAS, NJ Transit has submitted correspondence to the County of Gloucester for the purpose of releasing inventory, two (2) Bluebird bus vehicles, from NJ Transit's FTA Section 5309 program; Vehicle #CS-621, DTS #69, VIN#1BABDCKA96F22742 and Vehicle #CS-622, DTS #71, VIN#1BABDCKA06F227743; and

WHEREAS, these vehicles were originally delivered to Gloucester County under the Federal Transit Administration (FTA) Section 5309 transportation program; and

WHEREAS, NJ Transit is interested in retiring the vehicles from NJ Transit FTA Section 5309 program inventory, with the County of Gloucester assuming all future responsibilities; and

WHEREAS, NJ Transit has requested certain assurances to provide for the removal from NJ Transit inventory and placement of the vehicles under the County of Gloucester, Division of Transportation Services; and

WHEREAS, the Gloucester County Division of Transportation is interested in accepting titles to these vehicles to continue to utilize in serving our residents with mobility needs; and

WHEREAS, as part of these assurances, Gloucester County agrees to maintain the vehicles in good operating condition, as well as to maintain proper insurance levels for the useful life of said vehicles; and

WHEREAS, the County of Gloucester agrees that upon disposal of these vehicles that it shall place any proceeds of sale back into the transportation program and forward documentation of such funds/proceeds to NJ Transit; and

WHEREAS, the County of Gloucester agrees to keep all related paperwork for Federally-funded vehicles for a period of at least seven (7) years; and

WHEREAS, upon acceptance of title to these vehicles, the County of Gloucester agrees to indemnify NJ Transit and its officers, agents and employees from any claims relating to the operation of said vehicles; and

WHEREAS, the Director of the Board of Chosen Freeholders hereby authorizes the Director of Human Services of the County of Gloucester to execute paperwork required by NJ DMV for the purpose of placing these vehicles under title to Gloucester County.

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

- (1) That placement of Vehicle #CS-621, DTS #69, VIN#1BABDCKA96F22742 (License Plate #P282CG) and Vehicle #CS-622, DTS #71, VIN#1BABDCKA06F227743 (License Plate #P283CG) under the County of Gloucester, Division of Transportation Services is hereby authorized and approved.
- (2) That the Director of the Board of Chosen Freeholders and the Clerk of the Board are hereby authorized to execute any and all documents associated with the release of the vehicles listed above from NJ Transit to the County of Gloucester.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on April 10, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

E1



**FTA Capital Assistance Program (Section 5309)
Termination of Vehicle Agreement/Retire Vehicles**

(Date-to be filled in by NJT)

Under an existing vehicle agreement Gloucester County has operated and maintained Vehicle # CS-621, DTS #69 a 2006 Bluebird Bus VIN #1BABDCKA96F22742 and CS-622, DTS #71 a 2006 Bluebird Bus VIN #1BABDCKA06F227743 (see attached for a list of the VINs) leased from the NJ TRANSIT Corporation, since Feb. 23, 2006 for use in transit services. The parties hereto have agreed that the useful service life requirements of the vehicle, as defined by Federal Transit Administration (FTA), for the service intended have been reached and that the vehicle(s) can be removed from NJ TRANSIT's CMAQ or 5309 program inventory. Upon receipt of the original title from NJ TRANSIT, the agency hereby agrees to immediately have the title changed/transferred from NJ TRANSIT as owner and/or lien holder to the agency as owner, obtain new license plates if required, remove all markings and decals identifying NJ TRANSIT and to provide NJ TRANSIT with a copy of the new title as well as any other documentation requested as proof of compliance with this Agreement.

The vehicle(s) is/are being transferred to the agency "as is" and **NJ TRANSIT MAKES NO WARRANTIES EXPRESSED OR IMPLIED, AS TO THE VEHICLE AND ASSUMES NO RESPONSIBILITY FOR ITS CONDITION.** Upon transfer of the vehicle(s) to the lessee, the lessee shall indemnify, protect and save harmless NJ TRANSIT, its officers, agents and employees from the against any and all suits, claims, damages, and cost of every kind of description arising out of or connected with the ownership, possession, maintenance, or use of the vehicle by lessee or any other person. If the lessee shall dispose of the vehicle in any manner, it shall require the new owner of the vehicle to indemnify NJ TRANSIT and its officers, agents and employees in the same manner.

Upon final execution of this agreement the original lease will be terminated.

In witness whereof, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

NJ TRANSIT CORPORATION:

NJ TRANSIT ATTEST:

Signature Date
Steven Santoro, AED
Capital Planning and Programs

Signature Date

LESSEE CONCURRENCE:

AGENCY:

AGENCY ATTEST:

Signature Date
Print Name: Robert M. Damming
Title: Freeholder Director

Signature Date
Print Name: Robert N. DiLella
Title: Clerk of the Board

Gloucester County

NJ-03-0158 FY03 Section 5309
Delivered - Feb. 2006

LIST OF VEHICLES for Retirement

<u>Vehicle No.</u>	<u>Make</u>	<u>Year</u>	<u>Serial VIN Number</u>	<u>Mileage</u>
CS-621	Bluebird	2006	1BABDCKA96F227742	79,016
CS-622	Bluebird	2006	1BABDCKA06F227743	69,734



**FTA Capital Assistance Program (Section 5309)
Termination of Vehicle Agreement/Retire Vehicles**

(Date-to be filled in by NJT)

Under an existing vehicle agreement Gloucester County has operated and maintained Vehicle # CS-621, DTS #69 a 2006 Bluebird Bus VIN #1BABDCKA96F22742 and CS-622, DTS #71 a 2006 Bluebird Bus VIN #1BABDCKA06F227743 (see attached for a list of the VINs) leased from the NJ TRANSIT Corporation, since Feb. 23, 2006 for use in transit services. The parties hereto have agreed that the useful service life requirements of the vehicle, as defined by Federal Transit Administration (FTA), for the service intended have been reached and that the vehicle(s) can be removed from NJ TRANSIT's CMAQ or 5309 program inventory. Upon receipt of the original title from NJ TRANSIT, the agency hereby agrees to immediately have the title changed/transferred from NJ TRANSIT as owner and/or lien holder to the agency as owner, obtain new license plates if required, remove all markings and decals identifying NJ TRANSIT and to provide NJ TRANSIT with a copy of the new title as well as any other documentation requested as proof of compliance with this Agreement.

The vehicle(s) is/are being transferred to the agency "as is" and **NJ TRANSIT MAKES NO WARRANTIES EXPRESSED OR IMPLIED, AS TO THE VEHICLE AND ASSUMES NO RESPONSIBILITY FOR ITS CONDITION.** Upon transfer of the vehicle(s) to the lessee, the lessee shall indemnify, protect and save harmless NJ TRANSIT, its officers, agents and employees from the against any and all suits, claims, damages, and cost of every kind of description arising out of or connected with the ownership, possession, maintenance, or use of the vehicle by lessee or any other person. If the lessee shall dispose of the vehicle in any manner, it shall require the new owner of the vehicle to indemnify NJ TRANSIT and its officers, agents and employees in the same manner.

Upon final execution of this agreement the original lease will be terminated.

In witness whereof, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

NJ TRANSIT CORPORATION:

NJ TRANSIT ATTEST:

Signature Date
Steven Santoro, AED
Capital Planning and Programs

Signature Date

LESSEE CONCURRENCE:

AGENCY:

AGENCY ATTEST:

Signature Date
Print Name: Robert M. Damminger
Title: Freeholder Director

Signature Date
Print Name: Robert N. DiLella
Title: Clerk of the Board

Gloucester County

NJ-03-0158 FY03 Section 5309
Delivered - Feb. 2006

LIST OF VEHICLES for Retirement

<u>Vehicle No.</u>	<u>Make</u>	<u>Year</u>	<u>Serial VIN Number</u>	<u>Mileage</u>
CS-621	Bluebird	2006	1BABDCKA96F227742	79,016
CS-622	Bluebird	2006	1BABDCKA06F227743	69,734



**FTA Capital Assistance Program (Section 5309)
Termination of Vehicle Agreement/Retire Vehicles**

(Date to be filled in by NJT)

Under an existing vehicle agreement Gloucester County has operated and maintained Vehicle # CS-621, DTS #69 a 2006 Bluebird Bus VIN #1BABDCKA96F22742 and CS-622, DTS #71 a 2006 Bluebird Bus VIN #1BABDCKA06F227743 (see attached for a list of the VINs) leased from the NJ TRANSIT Corporation, since Feb. 23, 2006 for use in transit services. The parties hereto have agreed that the useful service life requirements of the vehicle, as defined by Federal Transit Administration (FTA), for the service intended have been reached and that the vehicle(s) can be removed from NJ TRANSIT's CMAQ or 5309 program inventory. Upon receipt of the original title from NJ TRANSIT, the agency hereby agrees to immediately have the title changed/transferred from NJ TRANSIT as owner and/or lien holder to the agency as owner, obtain new license plates if required, remove all markings and decals identifying NJ TRANSIT and to provide NJ TRANSIT with a copy of the new title as well as any other documentation requested as proof of compliance with this Agreement.

The vehicle(s) is/are being transferred to the agency "as is" and NJ TRANSIT MAKES NO WARRANTIES EXPRESSED OR IMPLIED, AS TO THE VEHICLE AND ASSUMES NO RESPONSIBILITY FOR ITS CONDITION. Upon transfer of the vehicle(s) to the lessee, the lessee shall indemnify, protect and save harmless NJ TRANSIT, its officers, agents and employees from the against any and all suits, claims, damages, and cost of every kind of description arising out of or connected with the ownership, possession, maintenance, or use of the vehicle by lessee or any other person. If the lessee shall dispose of the vehicle in any manner, it shall require the new owner of the vehicle to indemnify NJ TRANSIT and its officers, agents and employees in the same manner.

Upon final execution of this agreement the original lease will be terminated.

In witness whereof, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

NJ TRANSIT CORPORATION:

NJ TRANSIT ATTEST:

Signature Date
Steven Santoro, AED
Capital Planning and Programs

Signature Date

LESSEE CONCURRENCE:

AGENCY:

AGENCY ATTEST:

Signature Date
Print Name: Robert M. Damminger
Title: Freeholder Director

Signature Date
Print Name: Robert N. DiLella
Title: Clerk of the Board

Gloucester County

NJ-03-0158 FY03 Section 5309
Delivered - Feb. 2006

LIST OF VEHICLES for Retirement

<u>Vehicle No.</u>	<u>Make</u>	<u>Year</u>	<u>Serial VIN Number</u>	<u>Mileage</u>
CS-621	Bluebird	2006	1BABDCKA96F227742	79,016
CS-622	Bluebird	2006	1BABDCKA06F227743	69,734

61

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
BETWEEN THE COUNTY AND THE TOWNSHIP OF WOOLWICH
FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES**

WHEREAS, the Township of Woolwich (hereinafter the "Township"), located in the County of Gloucester, has a need for landscape design services, specifically to develop a Community Garden to support the Woolwich Township Environmental Commission for the Township of Woolwich, and other possible projects; and

WHEREAS, the County of Gloucester (hereinafter the "County") employs a Landscape Design Architect in its Parks and Recreation Department; and

WHEREAS, the Township has requested the County to make its Landscape Design Architect available to the Township for the provision of such services for the Township; and

WHEREAS, the County and the Township desire to enter into an agreement for the purpose of describing the nature of the services to be provided, and the relationship in this context of the parties, consistent with the terms and provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (hereinafter the "Act"); and

WHEREAS, the Act specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board, are hereby authorized to execute the Shared Services Agreement made by and between the County of Gloucester and the Township of Woolwich for the provision of landscape consultation services by the County's Landscape Design Architect for a landscape design for a Community Garden to support the Woolwich Township Environmental Commission for the Township of Woolwich, and other possible projects.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday April 10, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

GI

**SHARED SERVICES AGREEMENT BETWEEN THE
COUNTY OF GLOUCESTER AND THE TOWNSHIP OF WOOLWICH
FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES**

This Uniform Shared Services Agreement (“Shared Services Agreement”), dated this 10th day of April 2013, by and between the **Township of Woolwich**, a body politic and corporate of the State of New Jersey (hereinafter the “Township”), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”).

RECITALS

WHEREAS, the Township, which is located in the County, has need for a Landscape Architect’s design services to develop a Community Garden to support the Woolwich Township Environmental Commission for the Township of Woolwich, and other possible projects; and

WHEREAS, the County employs a Landscape Design Architect in its Parks and Recreation Department; and

WHEREAS, the Township has requested that County make its Landscape Design Architect available to the Township for the provision of such services; and

WHEREAS, the County is willing and able to make its Landscape Design Architect available to the Township, and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the “Act”), specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

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

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

The County will make available to the Township its Landscape Design Architect. The Landscape Design Architect will provide landscape design and consultation services to the Township for a landscape design for the Community Garden, and other possible projects in the Township.

B. NO PAYMENT FROM TOWNSHIP TO COUNTY.

The services to be provided by the County's Landscape Design Architect will be rendered by a full-time County employee. All other services, materials and the like, will be provided by the Township. The parties agree that the Township is not obligated to reimburse the County for the cost of the Landscape Design Architect's services.

C. DURATION OF AGREEMENT.

This Shared Services Agreement shall be effective on the date set forth below in Section G, and shall conclude no later than one (1) year from the effective date.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

Neither County nor Township intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of the County's Landscape Design Architect providing the services in connection with the project described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, the Township hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the Township and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

The Township represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the completed project. Simultaneously with the execution of this Shared Services Agreement, the Township shall provide the County with Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

E. COMPLIANCE WITH LAWS AND REGULATIONS

The Township agrees that it will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Shared Services Agreement.

F. MISCELLANEOUS

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Township, and their respective successors and assigns.
 3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
 4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
 5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
 6. **Further Assurances and Corrective Instruments.** The Township and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the Project, or to correct any inconsistent or ambiguous term hereof.
 7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
 8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
 9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.
- G. EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of April 10, 2013 which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

TOWNSHIP OF WOOLWICH

**JANE DIBELLA,
TOWNSHIP CLERK**

SAMUEL MACCARONE, MAYOR