

AGENDA

7:30 p.m. Wednesday, August 21, 2013

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes and the closed session meeting minutes from July 24, 2013.

P-1 Proclamation to Honor Alice M. Rogers upon her retirement after 23 years of service with the County of Gloucester (Chila) (previously presented).

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
DEPUTY DIRECTOR CHILA**

A-1 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF AUGUST 2013. The Treasurer of Gloucester County submits the bill list for August for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the list. Checks will be mailed August 22, 2013.

A-2 RESOLUTION AUTHORIZING THE REIMBURSEMENT TO LOGAN IN THE AMOUNT OF \$73,510.00 AND TO WOOLWICH IN THE AMOUNT OF \$79,250.00 FOR CERTAIN COSTS ASSOCIATED WITH TAX MAP EXPENSES AS RELATED TO REVALUATION. The New Jersey Property Tax Assessment Reform Act requires revaluation of all real property, the cost of which was underwritten by the County of Gloucester which is to be fully reimbursed by the State of New Jersey. The New Jersey Division of Taxation requires that tax maps be updated as part of the required revaluation. As provided for by the Act, Logan and Woolwich Townships are entitled to reimbursement for the costs of the tax map update. The respective municipal Chief Financial Officers have certified that the funds have been expended for this purpose, and the County Assessor recommends reimbursement to Logan Township in the amount of \$75,510.00 and Woolwich Township in the amount of \$79,250.00.

A-3 RESOLUTION TO CONTRACT WITH COMM SOLUTIONS FOR ANNUAL MAINTENANCE RENEWAL OF THE EXISTING OVERLAND EQUIPMENT FOR THE STRATEGIC COUNTY BACKUP AND RECOVERY SITE IN CLAYTON, NJ FROM JULY 26, 2013 TO JULY 25, 2014 FOR A TOTAL CONTRACT AMOUNT OF \$10,756.00. This Resolution is to authorize a contract with Comm Solutions with offices at 140 Quaker Lane, Malvern, PA 19355 which covers the annual hardware/software maintenance and support for our existing fire proof climate controlled Overland Disaster Recovery Tape Storage Unit located in the Clayton computer room. The unit houses all archived emails for rapid retrieval of OPRA (and management) queries, which constitute the majority of our off line storage activity, as well as our live email backup database from July 26, 2013 to July 25, 2014. We currently have Comm Solutions under contract from September 18, 2013 to September 17, 2014 in the amount of \$14,545.69 to provide one year of support and maintenance of our ExaGrid EX20-Grid Raw and the ExaGrid EX7000 Raw which facilitate the strategic county backup and recovery site for the Department of Emergency Management in Clarksboro, NJ. Comm Solutions is the distributor for ExaGrid – the manufacturer of the required proprietary hardware and software. This contract would typically be executed by the County Purchasing Director, however, it must be approved by the Board of Chosen Freeholders because the aggregate amount of this contract and the ExaGrid contract to this vendor exceeds the required bid threshold.

A-4 RESOLUTION APPOINTING DEPUTY COUNTY ASSESSORS FOR THE COUNTY OF GLOUCESTER. N.J.S.A. 54:1-91(a) provides that “the governing body shall appoint Deputy County Assessors as needed”. This resolution will approve the appointments of Gerald Mead and Craig Black as Deputy Tax Assessors for the County for a three-year term commencing September 1, 2013 and ending August 31, 2016.

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF ECONOMIC
DEVELOPMENT & PUBLIC WORKS****FREEHOLDER SIMMONS
FREEHOLDER BARNES**

C-1 RESOLUTION AUTHORIZING THE EMERGENCY PURCHASE FROM BINDER MACHINERY COMPANY FOR PARTS AND LABOR TO REPAIR THE 2000 PRO PAVER MACHINE FOR THE TOTAL AMOUNT OF \$34,645.03. This Resolution authorizes the emergency purchase for the repair of the 2000 Pro Paver, parts and labor, replace hopper sprocket flights and floor, quote #950031 from Binder Machinery, Inc., 2820 Hamilton Blvd., South Plainfield, NJ 07080 for the total amount of \$34,645.03. This equipment is utilized by the County Highway Division for the daily maintenance and repairs for all County roadways.

C-2 RESOLUTION AUTHORIZING A CONTRACT WITH TECHNA-PRO ELECTRIC, LLC FOR THE COUNTY SIGNAL MAINTENANCE PROJECT FROM AUGUST 21, 2013 TO AUGUST 20, 2014 IN AN AMOUNT NOT TO EXCEED \$197,250.00. This Resolution will authorize and approve the County entering into a contract with Techna-Pro Electric, LLC, (100 Pike Road, Bldg B, Mount Laurel, NJ 08054) for on-call emergency traffic signal repairs, which is known as the "Gloucester County Signal Maintenance Project, Engineering Project #13-12" (hereinafter the "Project"), for an amount not to exceed \$197,250.00. This contract is proposed to be awarded based upon bids that were publicly received and opened by the County for the Project on Thursday, June 25, 2013. Techna-Pro, LLC has been determined to be the lowest responsive and responsible bidder for the Project. This Project consists of providing traffic signal maintenance on an as needed basis for the County to supplement existing in-house forces. The contractor may be called for services at any time to either work independently, or with County forces on traffic signal and electrical systems. The contractor must have a current electrical contractor's license through the New Jersey Board of Electrical Contractors. The contractor must also be prequalified through the NJDOT in work classification 7 as well as provide information that similar traffic signal maintenance service contracts have been successfully completed with other jurisdictions. The contractor must be able to program ECONOLITE controllers and camera systems. The contract shall be in effect for a period of one (1) year after Notice to Proceed date.

C-3 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR THE RESURFACING AND SAFETY IMPROVEMENTS TO CLAYTON-WILLIAMSTOWN ROAD IN THE BOROUGH OF CLAYTON FOR THE TOTAL AMOUNT OF \$696,478.45. This Resolution will authorize and approve the County entering into a contract with South State, Inc. (202 Reeves Road, PO Box 68, Bridgeton, NJ 08302) for the Construction of the "Resurfacing and Safety Improvements to Clayton-Williamstown Road, a.k.a. East Academy Street, County Route 610 from Fries Mill Road (CR 655) to Pop Kramer Blvd. in the Borough of Clayton, Federal Project No. STP-4024(101) Construction, Engineering Project #12-02FA (hereinafter the "Project"), in the amount of \$696,478.45. This contract is proposed to be awarded based upon bids that were publicly received and opened by the County for the Project on Wednesday, August 01, 2013. South State, Inc. has been determined to be the lowest responsive and responsible bidder for the Project. The project will consist of milling the pavement to a depth of 2" and resurfacing with a 2" and variable thick Hot Mix Asphalt 12.5H64 surface course. Existing deteriorated concrete vertical curb will be replaced in kind, where required. Curb ramps will be replaced in kind to meet current ADA standards. Bicycle safe inlet grates will be installed where needed and inlet heads will be installed to comply with the current storm water regulations. Long life traffic stripes and raised pavement markers will be installed on the new pavement surface. Existing steel beam guide rail will be upgraded as well as replacing the end treatments with current crashworthy end sections. Bike lanes will be added along the project length. Restriping and signing of the adjoining pavement sections on Fries Mill Road (CR655) at the Scotland Run Park access will be completed through the signalized intersection at Academy Street (CR610) to the project beginning. This will link the existing bike lanes to Scotland Run Park. Additionally signing will be added along the existing Clayton Loop Bike Trail. Signing and striping for the bike lane connection along Delsea Drive in Glassboro and Clayton as well as Howard and Clinton Avenues in Clayton is included in the project scope. This project is anticipated to be completed 45 days after notice to proceed is issued by the County. This project is 100% Federal Aid Funded.

C-4 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR THE RESURFACING AND SAFETY IMPROVEMENT PROJECT TO CENTER STREET IN THE TOWNSHIP OF MANTUA FOR THE TOTAL AMOUNT OF \$693,967.35. This Resolution will authorize and approve the County entering into a contract with South State, Inc. (202 Reeves Road, PO Box 68, Bridgeton, NJ 08302) for the Construction of the "Resurfacing and Safety Improvements to Center Street, County Route 603, from 400' North of County Bridge 5-I-1 to Woodbury-Glassboro Road, County Route 553 in the Township of Mantua," Federal Project No. STP-4039(101) Construction, Engineering Project #12-01FA (hereinafter the "Project"), in the amount of \$693,967.35. This contract is proposed to be awarded based upon bids that were publicly received and opened by the County for the Project on Wednesday, August 01, 2013. South State, Inc. has been determined to be the lowest responsive and responsible bidder for the Project. The project will consist of milling the pavement to a depth of 2"-5" and resurfacing with a 2" and variable thick Hot Mix Asphalt 12.5H64 surface course. Existing deteriorated concrete vertical curb will be replaced in kind, where required. Curb ramps will be replaced in kind to meet current ADA standards. Bicycle safe inlet grates will be installed where needed and inlet heads will be installed to comply with the current storm water regulations. Long life traffic stripes and raised pavement markers will be installed on the new pavement surface. Existing steel beam guide rail will be upgraded as well as replacing the end treatments with current crashworthy end sections. Existing drainage structures near the Chestnut Branch Bridge have deteriorated walls and will be reconstructed in-kind. This project is

anticipated to be completed 45 days after notice to proceed is issued by the County. This project is 100% Federal Aid Funded.

C-5 RESOLUTION AUTHORIZING A CONTRACT WITH CME ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE PHASE I RECONSTRUCTION OF EGG HARBOR ROAD PROJECT IN THE TOWNSHIP OF WASHINGTON FOR THE TOTAL AMOUNT OF \$370,240.15. This Resolution will authorize and approve the County's entry into a Professional Services Contract, per RFP-013-035, with CME Associates, Inc. (3141 Bordentown Avenue, Parlin, NJ 08859-1162) for Construction Management and Inspection Services for the roadway improvement project known as the "Phase 1 Reconstruction of Egg Harbor Rd. (CR630) between Salina Road and Pembroke Drive in the Township of Washington, County of Gloucester", Federal Project No. STP-4048 (106) Construction, Engineering Project #06-01FA, in the maximum amount of \$370,240.15. This contract is proposed to be awarded based upon requests for proposals that were publicly received and opened by the County for the Project on Monday, June 21, 2013.

C-6 RESOLUTION AUTHORIZING A CONTRACT WITH P & A CONSTRUCTION, INC. FOR THE PHASE I RECONSTRUCTION OF EGG HARBOR ROAD PROJECT IN THE TOWNSHIP OF WASHINGTON FOR THE TOTAL AMOUNT OF \$6,209,751.69. This Resolution will authorize and approve the County entering into a contract with P & A Construction, Inc. (650 Leesville Avenue, Rahway, New Jersey 07065) for the Construction of the Phase I Reconstruction of Egg Harbor Road, CR630 from Salina Rd, to Pembroke Rd, Washington Township, Gloucester County, Federal Project No. STP-4048(106) CON, Engineering Project #06-01FA (hereinafter the "Project"), in the total amount of \$6,209,751.69. This contract is proposed to be awarded based upon bids that were publicly received and opened by the County for the Project on Wednesday, July 31, 2013. P & A Construction, Inc. has been determined to be the lowest responsive and responsible bidder for the Project. This project consists of various roadway improvements that increase capacity, improve traffic flow, and enhance safety for motorists, pedestrians and bicyclists along Egg Harbor Road (County Route 630) between Salina Road and Pembroke Drive. The improvements will include roadway widening, traffic signal improvements, auxiliary lanes, drainage improvements, and traffic striping. The project will also include milling and resurfacing of the entire project limits. Areas of full depth pavement repair and curb replacement will be performed as needed. This project is anticipated to be completed 390 days after notice to proceed is issued by the County. This project is 100% Federal Aid Funded.

C-7 RESOLUTION AUTHORIZING A CONTRACT WITH ARH ASSOCIATES FOR THE CONSTRUCTION MANAGEMENT SERVICES FOR THE RESURFACING AND SAFETY IMPROVEMENTS TO CLAYTON-WILLIAMSTOWN ROAD IN THE BOROUGH OF CLAYTON FOR THE TOTAL AMOUNT OF \$43,950.00. This Resolution authorizes and approves the County's entry into a Professional Services Contract, per RFP-13-037, with ARH Associates (850 South White Horse Pike, PO Box 579, Hammonton, NJ 08037) for Construction Management and Inspection Services for the roadway improvement project known as the "Proposed Resurfacing and Safety Improvements to Clayton-Williamstown Road, a.k.a. East Academy Street County Route 610 from Fries Mill Road (CR 655) to Pop Kramer Blvd. in the Borough of Clayton, Gloucester County," Federal Project No. STP-4024(101) Construction, Engineering Project #12-02FA, for the total amount of \$43,950.00. This contract is proposed to be awarded based upon requests for proposals that were publicly received and opened by the County for the Project on Tuesday, June 18, 2013.

C-8 RESOLUTION AUTHORIZING A CONTRACT WITH ARH ASSOCIATES FOR THE CONSTRUCTION MANAGEMENT SERVICES FOR THE RESURFACING AND SAFETY IMPROVEMENTS TO CENTER STREET IN THE TOWNSHIP OF MANTUA FOR THE TOTAL AMOUNT OF \$44,450.00. This Resolution will authorize and approve the County's entry into a Professional Services Contract, per RFP-13-036, with ARH Associates (850 South White Horse Pike, PO Box 579, Hammonton, NJ 08037) for Construction Management and Inspection Services for the roadway improvement project known as the "Resurfacing and Safety Improvements to Center Street, County Route 603, from 400' North of County Bridge 5-I-1 to Woodbury-Glassboro Road, County Route 553 in the Township of Mantua," Federal Project No. STP-4039(101) Construction, Engineering Project #12-01FA, in the maximum amount of \$44,450.00. This contract is proposed to be awarded based upon requests for proposals that were publicly received and opened by the County for the Project on Tuesday, June 18, 2013.

**DEPARTMENT OF HEALTH &
EDUCATION**

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

D-1 RESOLUTION AUTHORIZING APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR THE RECREATIONAL OPPORTUNITIES ACT GRANT, IN THE TOTAL AMOUNT OF \$24,000.00, WHICH INCLUDES A CASH MATCH OF \$4,000.00, FROM SEPTEMBER 1, 2013 TO JUNE 30, 2014. Resolution authorizing a grant application to the New Jersey Department of Community Affairs for the Recreational Opportunities Act Grant, in the total amount of \$24,000.00, which includes a County cash match of \$4,000.00, from September 1, 2013 to June 30, 2014. This grant requires a local match cash requirement of 20%, the County must appropriate \$4,000.00 for the \$20,000.00 awarded by the State. This is a continuation of the grant, "Eye Deal Connection" and will enable the Department of Health, Senior and Disability Services, Division of Disability Services to continue to provide a planned program of leisure activities to our residents who are blind and visually

impaired. Activities take place at the Blind and Visually Impaired Center that is located at the Shady Lane Home. Activities and trips are planned according to participant interest and are integrated with non-disabled peers for inclusive recreation available to all County residents.

**DEPARTMENT OF SOCIAL &
HUMAN SERVICES**

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

E-1 RESOLUTION AUTHORIZING AGREEMENT WITH NJ TRANSIT TO RECEIVE FFY 2011 NEW FREEDOM ROUND 13 GRANT FUNDS, IN THE TOTAL AMOUNT OF \$400,000.00, WHICH INCLUDES AN IN-KIND MATCH OF \$200,000.00, FROM JULY 1, 2013 TO JUNE 30, 2015. Gloucester County Division of Transportation Services (DTS) is approved for a grant under the Federal Transit Administration (FTA) in the total amount of \$400,000.00, which includes an in-kind match of \$200,000.00 from the County, from July 1, 2013 to June 30 2015. This grant supports work-related transportation such as literacy transportation and vocational transportation for people with disabilities. New Freedom grant funds will be used to support employment related transportation for people with disabilities.

E-2 RESOLUTION AUTHORIZING PURCHASE OF A NEW COMPUTERIZED TELEPHONE SYSTEM FOR THE GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES FROM STRATEGIC PRODUCTS AND SERVICES THROUGH STATE CONTRACT #A80802 IN AN AMOUNT NOT TO EXCEED \$123,429.69 FOR CALENDAR YEAR 2013. The telephone system servicing the Gloucester County Division of Social Services is inefficient and has reached the end of its useful life. This resolution authorizes execution of a contract in the amount of \$123,429.69 with Strategic Products and Services of 300 Little Road, Suite 200, Parsippany, New Jersey, 07054, via State Contract # A80802, under which the vendor will supply and install a new phone system. The system will feature a computer-aided call routing system that will be more efficient, provide better service to clients and the public, and enable the current employees answering calls to utilize their time in a more productive manner.

**DEPARTMENT OF GOVERNMENT
SERVICES**

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

F-1 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, FOR THE 2013 STATE BODY ARMOR REPLACEMENT GRANT PROGRAM FROM AUGUST 16, 2013 TO MARCH 19, 2014 IN AN AMOUNT TO BE DETERMINED BY THE AWARD. A Resolution authorizing the submission of a grant application to the State of NJ, Department of Law and Public Safety, Division of Criminal Justice and the Gloucester County Department of Correctional Services. Award to be determined at a later date and monies to be used for the replacement of vests that are outdated or damaged for existing employees and/or new vests. Vests have a life expectancy of five (5) years.

F-2 RESOLUTION APPROVING AND IMPLEMENTING A SECTION OF THE POLICY AND PROCEDURE MANUAL OF THE DEPARTMENT OF CORRECTIONS AND TO AMEND THE ADMINISTRATIVE CODE SECTION COR 6. There exists a need by the County to approve and implement Section 4: Custody and Security, Number 472: Hospital Duty Post.

F-3 RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS TO OBTAIN AND EXPEND FUNDING FROM THE NJ DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, FOR THE BODY ARMOR REPLACEMENT PROGRAM, IN AN AMOUNT TO BE DETERMINED BY THE FUNDING AGENCY, FOR FISCAL YEAR 2013. This funding will provide for the purchase of replacement and/or new hire body armor for detectives in the Gloucester County Prosecutor's Office. Body armor helps absorb the impact from firearm-fired projectiles and is worn on the torso. Body armor is individually fitted for officers and only has a useful life of five (5) years and then must be replaced. This grant helps offset the cost to the County. We are scheduled to replace three (3) vests in 2014.

F-4 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE, INSTALLATION, TRAINING AND MAINTENANCE FROM SOFTWARE HOUSE INTERNATIONAL, CORP., THROUGH STATE CONTRACT #A77560 FOR AN AMOUNT NOT TO EXCEED \$75,000.00, FROM AUGUST 1, 2013 TO DECEMBER 31, 2013. This will allow the Gloucester County Prosecutor's Office to purchase additional Infoshare computer modules, (Discovery and Juvenile) training, and first year maintenance through State Contract #A77560. This computer software is essential to the daily operations of the Gloucester County Prosecutor's Office. The add-on modules will organize the discovery material that is disseminated to defense attorneys, as per court rule, along with billing for the discovery packages to defense attorneys, discovery will be copied to CD/DVD and the Juvenile module for juvenile criminal case file storage and case tracking through disposition

F-5 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) VEHICLE FOR USE BY THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE, FOR A TOTAL CONTRACT AMOUNT OF \$21,478.00. The Gloucester County Prosecutor's Office is in need of a vehicle for undercover purposes and confidential investigations. Several vehicles in our fleet our have exceeded their useful life. In addition, most of the vehicles in our fleet cannot be used in undercover operations because their identity

has been compromised. As a result, the Prosecutor's Office will purchase one vehicle utilizing \$21,000.00 from capital funds, and \$478.00 from Federal forfeiture funds, for a total amount of \$21,478.00. A Bid Waiver has been obtained from the Attorney General's Office pursuant to N.J.S.A. 40A:11-5(1)(g).

**DEPARTMENT OF PARKS & LAND
PRESERVATION**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING A CONTRACT WITH MERRELL & GARAGUSO INC. FOR THE PROVISION OF HANDICAP ACCESSIBILTY IMPROVEMENTS AT THE JAMES AND ANN WHITALL HOUSE FOR A TOTAL CONTRACT AMOUNT OF \$98,122.00 FROM AUGUST 21, 2013 TO AUGUST 20, 2014. This resolution authorizes the final phase of the handicap accessibility walkway that was funded through the Garden State Historic Preservation Trust Fund. The project will consist of a handicap barrier free access ramp at the western entrance of the Whitall House. This will allow disabled visitors to view the first floor of the Whitall House.

Old Business

New Business

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

Adjournment

MINUTES

7:30 p.m. Wednesday, July 24, 2013

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

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

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

Changes to the Agenda

Approval of the closed session meeting minutes from June 12, 2013 and regular meeting minutes from July 10, 2013.

June 12 2013 CLOSED SESSION

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

Comments: N/A

JULY 10 2013 REGULAR

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

Comments: N/A

P-1 Proclamation to Honor and Welcome home First Lieutenant Bret C. Foster from his deployment in Afghanistan on Saturday, July 6, 2013 (Chila) (Previously Presented)

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
DEPUTY DIRECTOR CHILA**

A-1 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND THE POSSIBLE SETTLEMENT OF A WORKERS' COMPENSATION CLAIM CAPTIONED BARBARA JO DIO v. GLOUCESTER COUNTY, CLAIM PETITION NOS. 2009-29489 AND 2011-2046.

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

Comments: N/A

MOTION TO ENTER INTO CLOSED SESSION - 7:36 PM

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

Comments: N/A

MOTION TO ENTER INTO OPEN SESSION - 7:48 PM

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

Comments: N/A

A-2 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JULY 2013.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X	PGS 115-116	
Chila	X		X		
Simmons		X	X		13-06351 13-02106 13-02108 13-04444 12-09675 13-00751 13-05572
Barnes			X		13-00639 13-05543
Taliaferro			X		
Damminger			X		

Comments: N/A

A-3 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2013 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- Work First New Jersey (\$1,914,476.00)
- Workforce Investment Act (\$1,913,195.00)
- Local Core Capacity for Public Health Emergency Preparedness (\$328,716.00)
- County Mental Health Administrator (\$12,000.00)
- Section 5311 Rural Transportation Program (\$146,404.00)
- Senior Citizens & Disabled Resident Transportation Assistance Program (\$7,580.00)
- Area Plan Grant (\$15,565.00)
- Multi-Jurisdictional Gang, Gun and Narcotics Task Forces (\$74,468.00)

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

Comments: N/A

A-4 RESOLUTION TO PURCHASE COMPUTER SOFTWARE AND LICENSING FEES FROM DELL MARKETING L.P. FROM AUGUST 3, 2013 TO AUGUST 2, 2014 IN AN AMOUNT NOT TO EXCEED \$200,000.00 THROUGH STATE CONTRACT #A77003.

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

Comments: N/A

A-5 RESOLUTION AUTHORIZING A CONTRACT WITH IMPACT TECHNOLOGY SOLUTIONS FOR THE SUPPLY, DELIVERY AND INSTALLATION OF VIDEO ARRAIGNMENT SYSTEMS AND ENCLOSURES IN AN AMOUNT NOT TO EXCEED \$135,000.00.

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

Comments: N/A

A-6 RESOLUTION AUTHORIZING THE APPOINTMENT OF CERTAIN INDIVIDUALS TO SERVE AS MEMBERS OF THE GLOUCESTER COUNTY WORKFORCE INVESTMENT BOARD.

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

Comments: N/A

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF ECONOMIC
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER BARNES**

C-1 RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS RELATED TO THE PRE-APPLICATION FOR THE HOUSING PRESERVATION GRANT PROGRAM IN THE AMOUNT OF \$50,000.00 FROM OCTOBER 1, 2013 TO SEPTEMBER 30, 2014.

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

Comments: N/A

C-2 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY FOR THE CLOSEOUT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT-RECOVERY PROGRAM AND THE HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM.

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

Comments: N/A

C-3 RESOLUTION AUTHORIZING SUBRECIPIENT AGREEMENTS FOR PUBLIC SERVICE PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM SEPTEMBER 1, 2013 TO AUGUST 31, 2014: GLOUCESTER COUNTY BOYS & GIRLS CLUB IN AN AMOUNT NOT TO EXCEED \$30,000.00; GLASSBORO BOARD OF EDUCATION "GENESIS" PROGRAM IN AN AMOUNT NOT TO EXCEED \$40,000.00; FOOD BANK OF SOUTH JERSEY IN AN AMOUNT NOT TO EXCEED \$40,000.00; NEWFIELD TERRACE COMMUNITY ACTION ORGANIZATION IN AN AMOUNT NOT TO EXCEED \$10,000.00; CENTER FOR FAMILY SERVICES IN AN AMOUNT NOT TO EXCEED \$20,000.00; AND ROBIN'S NEST, INC., IN AN AMOUNT NOT TO EXCEED \$20,000.00.

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

Comments: N/A

C-4 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE CITY OF WOODBURY FOR PAVING ALONG WOODBURY GLASSBORO ROAD BY THE COUNTY.

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

Comments: N/A

C-5 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #02-INCREASE WITH SOUTH STATE, INC., IN THE AMOUNT OF \$94,982.76.

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

Comments: N/A

C-6 RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT MODIFICATION #02 TO FEDERAL AID AGREEMENT #09-DT-BLA-509 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING IN THE AMOUNT OF \$73,208.09.

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

Comments: N/A

DEPARTMENT OF HEALTH & EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

D-1 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH THE GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES FOR THE PROVISION OF THE ADULT PROTECTIVE SERVICES PROGRAM #065, WHICH INCREASES THE CONTRACT AMOUNT BY \$12,465.00, FOR A TOTAL AMOUNT NOT TO EXCEED \$144,710.00 FROM JANUARY 1, 2013 TO DECEMBER 31, 2013.

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

Comments: N/A

D-2 RESOLUTION AUTHORIZING APPLICATION TO THE NEW JERSEY DIVISION OF MENTAL HEALTH SERVICES FOR RENEWAL OF FUNDING TO OFFSET A PORTION OF SALARY DOLLARS FOR THE SERVICES OF THE GLOUCESTER COUNTY MENTAL HEALTH ADMINISTRATOR, FROM JULY 1, 2013 TO JUNE 30, 2014, IN THE TOTAL AMOUNT OF \$12,000.00.

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

Comments: N/A

DEPARTMENT OF SOCIAL & HUMAN SERVICES

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

E-1 RESOLUTION AUTHORIZING APPLICATION TO NJ TRANSIT TO RECEIVE JOB ACCESS AND REVERSE COMMUTE (JARC) FUNDS FOR FFY2011 ROUND 13 GRANT, IN THE TOTAL AMOUNT OF \$125,000.00 WITH AN IN-KIND MATCH OF \$125,000.00, FROM JULY 1, 2013 TO JUNE 30, 2015.

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

Comments: N/A

E-2 RESOLUTION AUTHORIZING A TWO (2) MONTH EXTENSION, FROM AUGUST 1, 2013 TO SEPTEMBER 30, 2013, TO CONTRACTS WITH ROWLAND TRANSPORTATION, INC. AND RAILS CONSULTING SERVICES, LLC, IN AN AMOUNT NOT TO EXCEED \$17,000.00.

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

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

F-1 RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS RELATIVE TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, MULTI-JURISDICTIONAL GANG, GUN AND NARCOTICS TASK FORCES, JAG 1-8TF-12, IN THE AMOUNT OF \$74,468.00, FROM JULY 1, 2013 TO JUNE 30, 2014.

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

Comments: N/A

F-2 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, FOR THE 2013 STATE BODY ARMOR REPLACEMENT GRANT PROGRAM FROM SEPTEMBER 30, 2013 TO MARCH 19, 2016 IN AN AMOUNT TO BE DETERMINED BY THE AWARD.

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

Comments: N/A

F-3 RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACT WITH PAULSBORO PRINTERS, LLC FOR SERVICES IN THE PRINTING OF BALLOTS FOR THE SPECIAL ELECTION FOR U.S. SENATE FROM JULY 24, 2013 TO DECEMBER 31, 2013, IN AMOUNT NOT TO EXCEED \$238,200.00.

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

Comments: N/A

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

G-1 RESOLUTION AWARDDING CONTRACT TO GREENSCAPE LANDSCAPE CO. FOR TRIMMING AND/OR REMOVAL OF TREES WITHIN THE COUNTY AS PER PD 013-031 FROM AUGUST 19, 2013 TO AUGUST 18, 2014 FOR AN AMOUNT NOT TO EXCEED \$70,000.00.

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

Comments: N/A

G-2 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF ALFIO CALI AND BETTY CALI, LOCATED IN THE TOWNSHIP OF LOGAN, KNOWN AS BLOCK 703, LOT 11, CONSISTING OF APPROXIMATELY 37.076 ACRES, FOR THE AMOUNT OF \$385,590.40.

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

Comments: N/A

G-3 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF HIDDEN VALLEY LAND COMPANY, INC., LOCATED IN THE TOWNSHIP OF WOOLWICH, KNOWN AS BLOCK 45, LOTS 10, 11, 12, 13, CONSISTING OF APPROXIMATELY 66.654 ACRES, FOR THE AMOUNT OF \$326,604.60.

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: Richard Tabi, Glassboro, representing Glassboro Public Schools - spoke about the Block Grant Genesis Program

CLOSE

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

Comments: N/A

Adjournment 8:09 PM

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

Comments: N/A

71

**In Honor Of
Alice M. Rogers
23 Years of Service With The County of Gloucester**

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take the time to honor and recognize **Alice M. Rogers** upon her retirement. A special celebration is being held at Adelphia's Restaurant in Deptford, New Jersey to commemorate her special day; and

WHEREAS, **Alice** began her career with the County of Gloucester in August of 1990 in the Office of the Board of Taxation. In November of 1994 she transferred to Extension Services and in November of 2008 she began working for the Office of Veterans Affairs; and

WHEREAS, for the last five years **Alice** has assisted countless Veterans in obtaining their Federal Military Medals and Commendations that they never received for their service to America. She has also helped hundreds of Veterans navigate through the VA Healthcare System to obtain their much needed care and benefits; and

WHEREAS, **Alice** was born to Reverend Joseph and Valerie Dow. She has five brothers, Reverend Thurman Dow, James Dow, United States Air Force Veteran, Richard Dow, United States Army Reserve Veteran, the late Joseph Dow, United States Air Force Veteran, the late Frankie Dow, United States Air Force Retired Veteran and one sister, Ada Moore; and

WHEREAS, **Alice** resides in Washington Township, New Jersey, was married to the late George Rogers and has two daughters, Allison Strong and the late Stephanie Strong; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, 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 J. Taliaferro and Larry Wallace, do hereby honor and thank **Alice M. Rogers** for her years of dedicated services to the Citizens and Veterans of Gloucester County.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 30th day of July, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

AI

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF AUGUST 2013**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending August 16, 2013; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending August 16, 2013.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending August 16, 2013, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list; and

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending August 16, 2013, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 21, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A2

RESOLUTION AUTHORIZING THE REIMBURSEMENT TO LOGAN IN THE AMOUNT OF \$73,510.00 AND TO WOOLWICH IN THE AMOUNT OF \$79,250.00 FOR CERTAIN COSTS ASSOCIATED WITH TAX MAP EXPENSES AS RELATED TO REVALUATION

WHEREAS, pursuant to the New Jersey Property Tax Assessment Reform Act (“the Act”), N.J.S.A. 54:1-86 et seq., Gloucester County has been designated as the pilot county and received the authority to pursue regionalized tax assessment on a County-wide basis; and

WHEREAS, a major aspect of the program is the periodic revaluation of the real property in Logan and Woolwich located in the County. N.J.S.A. 54:1-90 provides that every municipality within the pilot county shall implement a real property revaluation; and

WHEREAS, N.J.S.A. 54:1-90(b)(2) specifically provides that the County Tax Assessor may waive the revaluation requirement for Logan and Woolwich upon his/her finding that Logan and Woolwich implemented certain aspects of the revaluation. Pursuant to N.J.S.A. 54:1-90(c), Logan and Woolwich are entitled to reimbursement for certain costs associated with the revaluation; and

WHEREAS, Logan and Woolwich to whom reimbursement will be paid have certified the actual cost incurred by Logan and Woolwich for the revaluation by each; and

WHEREAS, the County Assessor of the Gloucester County Office of Assessment has reviewed the submission and recommends reimbursement to Logan in the amount of \$73,510.00 and Woolwich in the amount of \$79,250.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the appropriate County Officials are authorized to process the reimbursement to Logan in the amount of \$73,510.00 and to Woolwich in the amount of \$79,250.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 21, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

A2

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

Certificate of Availability of Funds

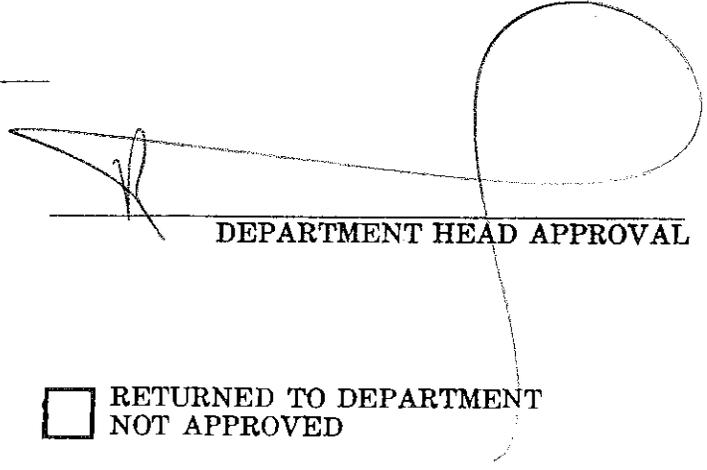
TREASURER'S NO. 13-07102 DATE August 6, 2013

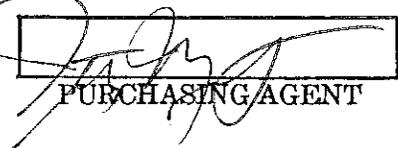
BUDGET NUMBER - CURRENT YR 2-01-55-150-002-2017 B DEPARTMENT Office of Assessment

AMOUNT OF CERTIFICATION \$79,250.00 COUNTY COUNSEL Carmen Malignaggi

DESCRIPTION: Reimbursement for certain cost associated with Tax Map expenses as related to revaluation

VENDOR: Woolwich Township
ADDRESS: Attn: Jane DiBella
120 Village Green Road
Swedesboro NJ 08085


DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 8-8-13

Meeting Date: August 21, 2013

A2

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

Certificate of Availability of Funds

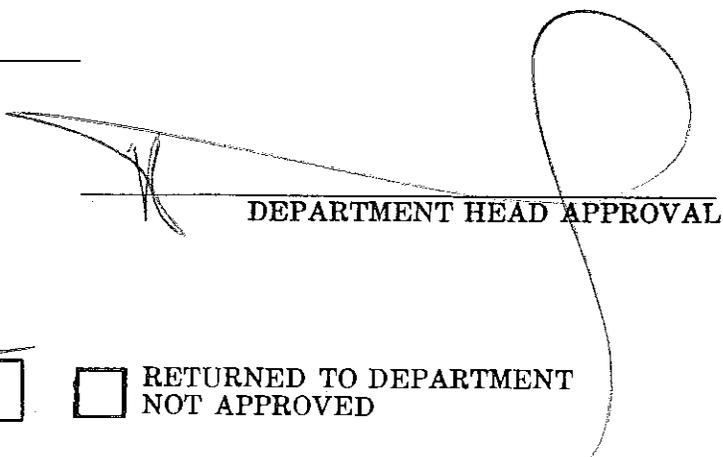
TREASURER'S NO. 13-07103 DATE August 6, 2013

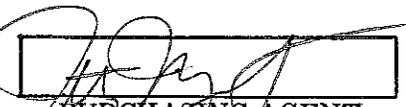
BUDGET NUMBER - CURRENT YR 2-01-55-150-002-20217 B DEPARTMENT Office of Assessment

AMOUNT OF CERTIFICATION \$73,510.00 COUNTY COUNSEL Carmen Malignaggi

DESCRIPTION: Reimbursement for certain cost associated with Tax Map expenses as related to revaluation

VENDOR: Logan Township
ADDRESS: 125 Main Street
P.O. Box 314
Bridgeport NJ 08014


DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 8-8-13

Meeting Date: August 21, 2013

A3

RESOLUTION TO CONTRACT WITH COMM SOLUTIONS FOR ANNUAL MAINTENANCE RENEWAL OF THE EXISTING OVERLAND EQUIPMENT FOR THE STRATEGIC COUNTY BACKUP AND RECOVERY SITE IN CLAYTON, NEW JERSEY FROM JULY 26, 2013 TO JULY 25, 2014 FOR A TOTAL CONTRACT AMOUNT OF \$10,756.00

WHEREAS, there exists a need for the County of Gloucester to renew the annual maintenance contract for the existing Overland Equipment used at the Department of Emergency Management's strategic county backup and recovery site located in Clayton, New Jersey, and the proprietary software value added reseller of the product is Comm Solutions with offices at 140 Quaker Lane, Malvern, Pennsylvania 19355; and

WHEREAS, the County of Gloucester currently has Comm Solutions under contract from September 18, 2013 to September 17, 2014 in the amount of \$14,545.69 to provide one year of support and maintenance of the ExaGrid EX20-Grid Raw and the ExaGrid EX7000 Raw which facilitates the components of the strategic county backup and recovery site for the Department of Emergency Management in Clarksboro, New Jersey; and

WHEREAS, this contract would typically be executed by the County Purchasing Director, however, it must be approved by the Board of Chosen Freeholders because the aggregate amount to this vendor of this contract and the ExaGrid contract would exceed the required bid threshold; and

WHEREAS, the Purchasing Agent has certified the availability of funds in the amount of \$10,756.00 pursuant to CAF#13-06907, which amount shall be charged against budget line item #3-01-20-140-001-20370; and

WHEREAS, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to an existing system previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S. 40A:11-5(dd), and the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that Gloucester County does hereby agree to contract with Comm Solutions for the annual maintenance renewal of the existing Overland Equipment located in Clayton, New Jersey for the strategic county backup and recovery site for the Department of Emergency Management for a total contract amount of \$10,756.00 from July 26, 2013 to July 25, 2014.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 21, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

A3

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
COMM SOLUTIONS**

THIS CONTRACT is made effective this 26th day of July, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "County", and **COMM SOLUTIONS** with offices at 140 Quaker Lane, Malvern, Pennsylvania 19355 hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the annual maintenance renewal of the existing Overland Equipment located in the Clayton, New Jersey for the strategic county backup and recovery site for the Department of Emergency Management in Clarksboro, New Jersey; and

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

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

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

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

TERMS OF AGREEMENT

1. **TERM.** Contractor shall provide the annual maintenance renewal of the existing Overland Equipment located in the Clayton, New Jersey from July 26, 2013 to July 25, 2014.
2. **COMPENSATION.** The total contract amount is \$10,756.00. It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered.

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.

3. **DUTIES OF CONTRACTOR.** Contractor shall provide all aspects of the Annual Maintenance Renewal of the existing Overland Equipment located in the Clayton, New Jersey Computer Room for the Strategic County Backup and Recovery Site for Emergency Management in Clarksboro, NJ. The details of the services to be performed are set forth on the attached Contractor's Quote #CSCQ55779, dated July 26, 2013.

- OverlandCare Level 2 (24X7 Phone / NBD OnSite), 1-Yr. Extension (Yr.3+) 8000 including support for up to 500 slots and 12 drives. Serial #2B02300021, EWBRNZ1E-NE8.

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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 Contractor 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The Contractor 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 Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor 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 Disabilities Act.

The Contractor 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 RFP or Bid Specifications, whichever the case may be, if any, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document, County's Description of Services, Contractor's quote and Contractor's Terms and Conditions. Should there occur a conflict between this form of contract and/or County's Description of Services, Contractor's quote and Contractor's Terms and Conditions, this Contract and County's Description of Services shall prevail.

THIS CONTRACT is effective as of this 26th day of July, 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:

THE COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COMM SOLUTIONS

BY: _____
DAVID BARNES, ACCT. EXECUTIVE

A3

David Barnes
Account Executive
610-644-5155
Fax: (610) 889-0484
dbarnes@commsolutions.com

Comm Solutions

140 Quaker Lane
Malvern, PA 19355
800-795-7559

QUOTE

Date	Quote #
07/26/13	CSCQ55779

Sold To: COUNTY OF GLOUCESTER

George Grasso
1 North Broad Street
Woodbury, NJ 8096
United States

Phone: 8563076694
Fax:

Ship To: COUNTY OF GLOUCESTER

GEORGE GRASSO
1 NORTH BROAD STREET
WOODBURY, NJ 08096
United States

Phone: (856)853-3374
Fax:

Terms	Rep	P.O. Number	Ship Via
Net 30	David Barnes		BESTWAY

#	Qty	Description	Unit Price	Ext. Price
1.		Term Date: 7/26/13 - 7/26/14		
2.	1	EWBRNZ1E-NE8 OVERLANDCARE LEVEL 2 (24X7 PHONE/NBD ONSITE), 1-YR EXTENSION (YR 3+), 8000 (INCLUDING SUPPORT FOR UP TO 500 SLOTS AND 12 DRIVES)	\$10,756.00	\$10,756.00

Serial # 2B02300021

Please reference this quote number and send your purchase orders to "orders@commsolutions.com" or Fax: (610) 889-0484.

Please send your quote requests to "quotes@commsolutions.com".

SubTotal	\$10,756.00
Sales Tax	\$0.00
Shipping	
Total	\$10,756.00

JLM

A3

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

Certificate of Availability of Funds

TREASURER'S NO. 13-06907

DATE 8/05/13

BUDGET NUMBER - CURRENT YR 2013 B _____ DEPARTMENT IT DEPT.
#201-20-140-001-20370

AMOUNT OF CERTIFICATION \$10,756.00 COUNTY COUNSEL Emmett Prinas

DESCRIPTION: Annual Maintenance Renewal of the existing Overland Equipment located in the Clayton NJ Computer Room for the Strategic County Backup & Recovery Site for Emergency Mgmt in Clark's Boro, NJ. (Overland Care Level 2 24x7 Phone/NBIS on Site).

VENDOR: Comm Solutions

ADDRESS: 140 Quaker Lane
Malvern, PA 19355

William R Jay
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT NOT APPROVED

DATE PROCESSED 8-5-13

Freeholder Meeting
8/21/13

Al

**RESOLUTION APPOINTING DEPUTY COUNTY ASSESSORS
FOR THE COUNTY OF GLOUCESTER**

WHEREAS, in accordance with N.J.S.A. 54:1-86 et seq., known as Property Tax Assessment Reform Act, the Gloucester County Assessor's Office took over the assessments of municipalities in the County of Gloucester; and

WHEREAS, N.J.S.A. 54:1-91(a) provides "the governing body shall appoint Deputy County Assessors as needed"; and

WHEREAS, N.J.S.A. 18:17A-1.3(b) states "the initial appointment is for a three-year term from the first day of the month following the appointment";

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

1. That Gerald Mead and Craig Black are hereby appointed as Gloucester County Deputy Tax Assessors pursuant to the Property Tax Assessment Reform Act; and
2. That the appointment of both Gerald Mead and Craig Black shall commence on September 1, 2013 and end on August 31, 2016 pursuant to N.J.A.C. 18:17A-1.3.
3. That for performing the services of County Deputy Tax Assessor, Gerald Mead shall be paid an annual salary of \$109,242.00, and Craig Black shall be paid an annual salary of \$115,000.00, consistent with the County salary ordinance.
4. That Gerald Mead and Craig Black shall perform the duties as described in and subject to the terms and conditions of the Property Tax Assessment Reform Act.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 21, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

C1

**RESOLUTION AUTHORIZING THE EMERGENCY PURCHASE FROM BINDER
MACHINERY COMPANY FOR PARTS AND LABOR TO REPAIR THE 2000 PRO
PAVER MACHINE FOR THE TOTAL AMOUNT OF \$34,645.03**

WHEREAS, the award of a emergency purchase by the County of Gloucester (hereinafter the "County") under and pursuant to the emergency provisions of the Local Public Contracts Law, and regulations promulgated thereunder (hereinafter the "Emergency Provisions"), for emergency repair work for the Public Works Highway Division Equipment (hereinafter the "Emergency Repair") was made by the County on July 30, 2013 to Binder Machinery Company (hereinafter "Binder"); and

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

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) in order to obtain the labor and materials necessary for the emergency repair work to be performed, and contacted Binder Machinery Company, with an office address of 2820 Hamilton Boulevard, South Plainfield, New Jersey 07080, for the provision of repairing the Public Works Highway Division Paver required for the repair of County Roadways for a total amount of \$34,645.03; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the Emergency Repair in the total amount of \$34,645.03, pursuant to C.A.F. #13-07055, which amount shall be charged against budget line item 3-01-26-290-001-20380.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the emergency repair authorized by the County to Binder Machinery e Emergency Repair, pursuant to, and in accordance with, the Emergency Provisions, be, and hereby is, confirmed and approved; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the emergency repair authorized with Binder Machinery Company for the Paver Repair in the total amount of THIRTY-FOUR THOUSAND SIX HUNDRED FORTY FIVE DOLLARS AND THREE CENTS (\$34,645.03) per the labor and materials prices submitted by Binder Machinery Company, and subject to all conditions and requirements of the quote and invoices for the Emergency Repair issued by the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 21, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

21

COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN Public Works/Highway Division
(NAME OF DEPARTMENT)
2. THIS EMERGENCY OCCURRED ON 7/30/13 8:00am
(DATE) (TIME)
3. THE NATURE OF THE EMERGENCY IS: Repair of the 2000 Pro-Paver manufactured by Global Asphalt Inc. Model #1110T. Also see attached
4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.
5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE. Having the paver repaired ASAP reduces the chance of a constituent's vehicle being damaged from pot hole and/ or causing an auto accident
6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION #. THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$34,615.03
7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.
8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

DEPARTMENT HEAD Larry Hernandez Sr. DATE 8/1/2013
 PURCHASING DIRECTOR [Signature] 8-2-13
 APPROVED BY COUNTY ADMINISTRATOR [Signature]

An emergency repair of a 2000 Pro-Paver paver, manufactured by Global Asphalt Inc. Model # 1110T with a vehicle identification number of 30300 is necessary for in-house paving. Current costs savings for paving projects in-house is approx. \$22,000 per mile of roadway. GCH normally pave between 8 and 10 miles annually and have paved as much as 14 miles. Paving in-house allows us to pave more roadway miles each year.

An estimate of approx. \$35,000.00 was received by Binder Inc. a Dealer for Global Asphalt Inc. Binder will replace all worn parts with original parts (O.E.M.). Public works personnel contacted Penn Jersey Machinery of Deptford NJ to obtaining another quote for the repair. GCH was informed that they were extremely busy and would not be able to get to it any time soon, in addition to that they would have to buy parts from Binder, the Dealer.

Binder would be able to repair the within three to four weeks. This will put us into the month of September where we can continue GCH paving projects.

11. 08e
11. 08e

**BINDER
MACHINERY COMPANY**
The Product Support Company

ESTIMATE

P.O. BOX 252

2376 HANLON BLVD., NEW JERSEY CITY NJ
SOUTH PLAINFIELD, NJ 08080-1551 • FAX (908) 581-1077 • BRNLS FAX (908) 561-0064
1908/541-9000 • (301) 521-0053

152681 GLOUCESTER COUNTY MOTOR P
45 LENAPE AVENUE
MANEVA

REPLACES HOPPER SPROCKETS, FLIGHTS,
AND FLOOR AT BINDER FACILITY IN
WINSLON

NO 08051 0000

BRNCH P.O. BOX 252
NEW JERSEY CITY NJ
(201) 747-5200 • FAX (856) 757-1206

REPLACE HOPPER SPROCKETS, FLIGHTS, AND FLOOR

Date	Quote #
7/11/13	950031

Quote Expiration	9/11/13
Salesman	JR
Purchase Order #	13-07055
Ship Via	OTHER
Vendor	1110T
Model #	30300
Serial #	000000
Hours	
Fleet #	

PAGE 1

ORD	AVAIL	PART NUMBER	TC	DESCRIPTION	UNIT COST	EXTENSION
		SEGMENT 001		THIS QUOTE IS BASED ON CUSTOMERS REQUEST. MACHINE MAY REQUIRE EXTRA PARTS AND TIME FOR REPAIR. CUSTOMER WILL BE NOTIFIED OF ANY EXTRAS NEEDED WHEN MACHINE IS DISASSEMBLED. *****		
4		VO13025366	PK	DRIVE SPROCKET (8 T.)	355.93	1423.72
4		VO2236665	PK	BEARING, CONV. HEAD SHAFT	106.17	424.68
4		VO2237331	QK	KEY	27.18	108.72
8		VO2239414	QK	SCREW, BK SOC SET 1/2-13X7/8	1.21	9.68
4		VO2236669	QK	BEARING TAKE-UP	310.20	1240.80
1		VO2237657	QK	SIDEBOARD L.H.	539.11	539.11
4		VO2239826	QK	SIDEBOARD FOOT	18.77	75.08
1		VO2237658	QK	SIDEBOARD R.H.	523.41	523.41
2		VO2237175	PK	CENTER FEEDER PLATE WELDMENT	786.86	1573.72
2		VO2237179	PK	FEEDER END PLATE	863.12	1726.24
2		VO2237179	PK	FRONT FEEDER PLATE WELDMENT	914.84	1829.68
1		VO2237182	PK	FRONT PLATE WELDMENT	1157.19	1157.19
1		VO2237239	QK	RH CHAIN COVER	667.08	667.08
1		VO2237240	PK	LH CHAIN COVER	588.12	588.12

** CONTINUED ON NEXT PAGE **

C

**BINDER
MACHINERY COMPANY**
The Product Support Company

ESTIMATE

P.O. BOX 375
2400 W. 10TH BLVD.
MANTUA, NEW JERSEY 07033
(908)541-9000 • FAX(908)541-9060 • (800)541-9077 • PARTS FAX(908) 541-9084

152681 GLOUCESTER COUNTY MOTOR P
45 LENAPE AVENUE
MANTUA

REPLACE HOPPER SPROCKETS, FLIGHTS,
AND FLOOR AT BINDER FACILITY IN
WINSLOW

NY 08051 0000

BRANCH
P.O. BOX 259
CEDAR BROOK, NEW JERSEY 08814
(856) 387-4900 • FAX(856) 757-1236

REPLACE HOPPER SPROCKETS, FLIGHTS, AND FLOOR

Date	Quote #
7/11/13	950031

Quote Expiration	9/11/13
Salesman	JR
Purchase Order #	13-07055
Ship Via	OTHER
Vendor	1110T
Model #	30300
Serial #	000000
Hours	
Fleet #	PAGE 2

ORD	AVAIL.	PART NUMBER	TC	DESCRIPTION	UNIT COST	EXTENSION
62		VO2239135	PK	1/2-13 HEX NUT- YELZN	.95	58.90
88		VO2239182	PK	.515ID X1.12OD X194THK HDN NSR	1.20	105.60
4		VO2239452	QR	1/2-13X1 HSFHCS	1.21	4.84
22		VO2239456	QR	HEXSOFLHDS CRA 1/2-13X1 3/4	1.21	26.62
4		VO2239534	QR	1/2-13 X 1.0 HEX HD. CAP SCREW	1.21	4.84
12		VO2239536	QR	1/2-13X 1.5-NHCS	1.21	14.52
4		VO2239591	QR	1/2 DIA. FLAT WASHER	.95	3.80
88		VO2239182	PK	.515ID X1.12OD X194THK HDN NSR	1.20	105.60
112		LABOR MECH 7	T2	LABOR MECH (WINSLOW)	122.00	13664.00
1		R125J	P9	SHOP SUPPLIES	170.52	170.52
1		HREMAT	ZX	ENVIRONMENTAL	101.50	101.50
2		VO22366933	PK	CONVEYOR CHAIN ASSY-2219W/T	4248.53	8497.06
					PARTS =	20709.01
					LABOR =	13664.00
					TOTAL =	34373.01
					SEGMENT 001 TOTALS -	{

** CONTINUED ON NEXT PAGE **

BINDER MACHINERY COMPANY

The Product Support Company

152681 GLOUCESTER COUNTY MOTOR P
45 LENAPE AVENUE
MANTUA NJ 08051 0000

BINDER
P.O. BOX 259
CEDARA BROOK, NEW JERSEY 08013
(616) 767-3970 • FAX (266) 767-2105

ESTIMATE

P.O. BOX 374
2420 WASHINGTON BLVD.
LITTLE FALLS, NJ 07643 • FAX (201) 561-9008 • PHONE (201) 561-9008

REPLACE HOPPER SPROCKETS, FLIGHTS,
AND FLOOR AT BINDER FACILITY IN
WINSLOW

REPLACE HOPPER SPROCKETS, FLIGHTS, AND FLOOR

Date	Quote #
7/11/13	950031

Quote Expiration	9/11/13
Salesman	JR
Purchase Order #	13-07955
Ship Via	OTHER
Vendor	1110T
Model #	30300
Hours	000000
Fleet #	

PAGE 3

ORD	AVAIL	PART NUMBER	TC	DESCRIPTION	UNIT COST	EXTENSION
				<p>Freight if any, is not included. Tax will vary, depending on parts & labor. All labor hours will be charged, when the repairs are completed.</p> <p>PARTS = 20709.01 LABOR = 13664.00 SHOP SUPPLIES = 170.52 ENVIRONMENTAL = 101.50 TOTAL = 34545.03</p> <p>Please review, if approved, please sign the last page. Fax back to Binder Machinery. Fax# (856) 767-2206. Authorizing the above repairs. No parts will be ordered, or repairs performed until signed authorization is received along with purchase order#, if required.</p> <p>THESE PRICES ARE GOOD FOR 30 DAYS AS OF THE ESTIMATE DATE: Please provide purchase order#: Date: _____ If you would like to have your old parts returned please X either YES or NO</p> <p>Signature: _____</p> <p>***** FRIEGHT WILL BE CHARGED ON AN EXTRAS WORK ORDER *****</p>		

34645.03

01

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

Certificate of Availability of Funds

TREASURER'S NO. 13 - 07055

DATE Aug 8, 2013

BUDGET NUMBER - CURRENT YR 3-01-26-290-001-20380 B Public Works
DEPARTMENT Highway Div.

AMOUNT OF CERTIFICATION \$34,645.03 COUNTY COUNSEL Matt Lyons

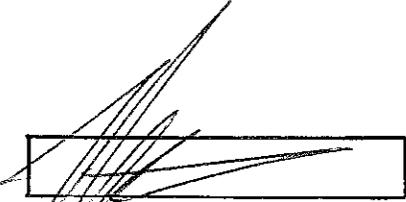
DESCRIPTION: Emergency Repair of 2000 Pto Paver manufactured by Global Asphalt, Inc, Model #1110T. Replace Hopper, sprocket, flights + floor, Parts + Labor. Quote # 950031

VENDOR: Binder Machinery Co.

ADDRESS: 2820 Hamilton Blvd.
South Plainfield, NJ 07080

DEPARTMENT HEAD APPROVAL

APPROVED


PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED _____

8/21/13 Meeting

C2

RESOLUTION AUTHORIZING A CONTRACT WITH TECHNA-PRO ELECTRIC, LLC FOR THE COUNTY SIGNAL MAINTENANCE PROJECT FROM AUGUST 21, 2013 TO AUGUST 20, 2014 IN AN AMOUNT NOT TO EXCEED \$197,250.00

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the "Gloucester County Signal Maintenance Project", Engineering Project #13-12 (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on June 25, 2013; and

WHEREAS, after following proper public bidding procedure, it was determined that Techna-Pro Electric, LLC (hereinafter "Techna-Pro"), with an office address of 100 Pike Road, Bldg B, Mount Laurel, NJ 08054, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for an amount not to exceed \$197,250.00; and

WHEREAS, the County's Purchasing and Engineering Departments recommend award of a contract to Techna-Pro for the Project for a term of one (1) year from August 21, 2013 to August 20, 2014 in an amount not to exceed \$197,250.00; and

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

WHEREAS, a contract with Techna-Pro would be for estimated units of service, for an amount not to exceed \$197,250.00; and

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

WHEREAS, the continuation of any such contract with Techna-Pro beyond December 31, 2013 would be conditioned upon the approval of the 2014 County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Freeholder Director, is hereby authorized to execute and the Clerk of the Board is authorized to attest to a contract with Techna-Pro for an amount not to exceed ONE HUNDRED NINETY-SEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$197,250.00), per the unit prices submitted in its bid for the period beginning August 21, 2013 and ending August 20, 2014; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 21, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

CA

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

THIS CONTRACT is made effective this **21st** day of **August 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 **Techna-Pro Electric, LLC**, a New Jersey Corporation, with offices at 100 Pike Road, Bldg B, Mount Laurel, NJ 08054, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and materials required concerning the construction of the Gloucester County Signal Maintenance Project, Engineering Project #13-12 (hereinafter the "Project"); and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a one (1) year term from August 21, 2013 to August 20, 2014.

2. **COMPENSATION.** This Contract is an open-ended contract and shall be for an amount not to exceed \$197,250.00. The Contract shall be for estimated units of service and materials, as set forth in the Bid Specifications for bid 13-12 (hereinafter the "Specifications"), and the Contractor's Bid Proposal (hereinafter the "Proposal"). The Contractor shall supply and deliver all services and materials at this prices and price per unit as set forth in the Proposal. Since this is an open-ended contract, the County is not required to make any purchases hereunder.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications and the Proposal, which are both incorporated herein in their entirety, and made a part hereof by reference. The Contractor shall supply and deliver services and materials to the County for the Project, as needed and requested by the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this 21st day of **August, 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. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

TECHNA-PRO ELECTRIC, LLC

By: _____

(Please Print Name)

Office of the County Engineer
County of Gloucester

Gloucester County Signal Maintenance Project
Engineering Project #13-12 - Re-Bid

Bid Date: Tuesday, June 25, 2013

Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 13-12 RE-BID

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 2		bidder 2 of 2	
				Unit Price	Amount	Unit Price	Amount
1	Travel Time, Normal Work Hours	200	M.H.	\$122.00	\$24,400.00	\$128.00	\$25,600.00
2	Travel Time, Overtime Hours	150	M.H.	\$183.00	\$27,450.00	\$288.00	\$43,200.00
3	Travel Time, Federal Holiday Hours	50	M.H.	\$280.00	\$14,000.00	\$288.00	\$14,400.00
4	Job Time, Normal Work Hours	150	M.H.	\$122.00	\$18,300.00	\$128.00	\$19,200.00
5	Job Time, Overtime Work Hours	100	M.H.	\$183.00	\$18,300.00	\$288.00	\$28,800.00
6	Job Time, Federal Holiday Hours	50	M.H.	\$280.00	\$14,000.00	\$288.00	\$14,400.00
7	Inspection Time	150	M.H.	\$112.00	\$16,800.00	\$128.00	\$19,200.00
8	Bucket Truck	800	M.H.	\$30.00	\$24,000.00	\$43.00	\$34,400.00
9	Equipment Allowance	--	Cost		\$40,000.00		\$40,000.00
Total Bid					\$197,250.00	Total Bid	\$239,200.00

Techna-Pro Electric, LLC
100 Pike Road, Bldg B
Mount Laurel, NJ 08054
Michael W. Cerula, President
mcerula@techna-pro.com
p 856.802.9940 f 856.802.9944

Carr & Duff, Inc.
2100 ByBerry Road
Huntingdon Valley, PA 19006
Edward J. Duff, Vice President
brian@cearduff.com
p 215.672.4200 f 215.675.9800

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

v:\projects\13-12\Summary of Bids\13-12 Re-Bid Summary of Bids

created: June 12, 2013
completed: June 25, 2013

C3

RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR THE RESURFACING AND SAFETY IMPROVEMENTS TO CLAYTON-WILLIAMSTOWN ROAD IN THE BOROUGH OF CLAYTON FOR THE TOTAL AMOUNT OF \$696,478.45

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the County road improvement project in the Township of Washington known as "Resurfacing and Safety Improvements to Clayton-Williamstown Road, a.k.a. East Academy Street, County Route 610 from Fries Mill Road (CR 655) to Pop Kramer Blvd. in the Borough of Clayton," Federal Project No. STP-4024(101) Construction, Engineering Project #12-02FA (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on August 01, 2013; and

WHEREAS, after following proper public bidding procedure, it was determined that South State, Inc. (hereinafter "South State"), with an office address of 202 Reeves Road, PO Box 68, Bridgeton, NJ 08302, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$696,478.45; and

WHEREAS, the County's Purchasing and Engineering Departments recommend award of a contract to South State for the Project; and the Contractor shall complete all work required for substantial completion of the Project within forty-five (45) days after the issuance of the Notice to Proceed; and

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

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$696,478.45, pursuant to C.A.F. #13-07141, which amount shall be charged against budget line item G-02-12-066-000-12230.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized to execute and the Clerk of the Board is authorized to attest to a contract with South State for the Project in the amount of SIX HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED SEVENTY-EIGHT DOLLARS AND FORTY-FIVE CENTS (\$696,478.45), per the prices submitted in its bid, and contingent upon approval by the New Jersey Department of Transportation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 21, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C3

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

THIS CONTRACT is made effective this 21st day of **August 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.**, a New Jersey Corporation, with offices at 202 Reeves Road, PO Box 68, Bridgeton, NJ 08302, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and materials required concerning the construction of the "Resurfacing and Safety Improvements to Clayton-Williamstown Road, a.k.a. East Academy Street, County Route 610 from Fries Mill Road (CR 655) to Pop Kramer Blvd. in the Borough of Clayton," Federal Project No. STP-4024(101) Construction, Engineering Project #12-02FA (hereinafter the "Project"); and

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

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

TERMS OF AGREEMENT

1. **COMMENCEMENT OF SERVICES.** Contractor shall commence services for the Project upon the County issuing a written Notice to Proceed to the Contractor; and the Contractor shall complete all work required for substantial completion of the Project within forty-five (45) days after the issuance of the Notice to Proceed.

2. **COMPENSATION.** Contractor shall be compensated in the amount of **\$696,478.45** for all labor and materials required to construct the **Project**, as per the Specifications issued by the County identified as **12-02FA** (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this **21st** day of **August, 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

SOUTH STATE, INC.

By: _____

(Please Print Name)

Office of the County Engineer
County of Gloucester

Proposed Resurfacing and Safety Improvements to Clayton-Williamstown Road, a.k.a. East Academy Street County Route 610 from Fries Mill Road (CR 655) to Pop Krauter Blvd. in the Borough of Clayton

Federal Project No. STP-4024(101) Construction Engineering Project #12-02FA

Bid Date: Thursday, August 01, 2013
Bidder 1 of 1

Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 12-02FA

Item No.	Description	Approx. Quantity	Unit	South State, Inc.		R. E. Pierson Construction Co., Inc.		Mount Construction Co., Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Construction Layout	L.S.	L.S.	\$1,000.00	\$1,000.00	\$30,000.00	\$30,000.00	\$21,000.00	\$21,000.00
2	Clearing Site	L.S.	L.S.	\$68,000.00	\$68,000.00	\$70,000.00	\$70,000.00	\$122,200.00	\$122,200.00
3	Excavation, Unclassified	50	C.Y.	\$20.00	\$1,000.00	\$20.00	\$1,000.00	\$25.00	\$1,250.00
4	HMA Milling, 3" and Variable Depth	38,000	S.Y.	\$2.35	\$89,300.00	\$0.50	\$19,000.00	\$3.00	\$114,000.00
5	Hot Mix Asphalt 12.5H 64 Surface Course, 2" Thick	4,700	Ton	\$75.00	\$352,500.00	\$80.00	\$376,000.00	\$68.00	\$319,600.00
6	Hot Mix Asphalt 9.5H64 Leveling Course	200	Ton	\$60.00	\$12,000.00	\$60.00	\$12,000.00	\$100.00	\$20,000.00
7	Tack Coat	2,250	Gal.	\$0.01	\$22.50	\$0.01	\$22.50	\$0.01	\$22.50
8	Prime Coat	100	Gal.	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01	\$1.00
9	Dense Graded Aggregate Base Course, 6" Thick	100	S.Y.	\$10.00	\$1,000.00	\$4.00	\$400.00	\$10.00	\$1,000.00
10	Hot Mix Asphalt 19M64 Base Course, 4" Thick	100	S.Y.	\$25.00	\$2,500.00	\$11.00	\$1,100.00	\$20.00	\$2,000.00
11	9"x18" Concrete Vertical Curb	200	L.F.	\$35.00	\$7,000.00	\$35.00	\$7,000.00	\$25.00	\$5,000.00
12	Concrete Driveway, Reinforced, 6" Thick	20	S.Y.	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$100.00	\$2,000.00
13	Hot Mix Asphalt Driveway, 2" Thick	300	S.Y.	\$10.00	\$3,000.00	\$18.00	\$5,400.00	\$20.00	\$6,000.00
14	No Item				\$0.00		\$0.00		\$0.00
15	Bicycle Safe Grates	2	Unit	\$450.00	\$900.00	\$250.00	\$500.00	\$100.00	\$200.00
16	Curb Piece	2	Unit	\$350.00	\$700.00	\$290.00	\$580.00	\$100.00	\$200.00
17	Reset Existing Castings	12	Unit	\$100.00	\$1,200.00	\$400.00	\$4,800.00	\$100.00	\$1,200.00
18	Reset Water Valve Boxes	20	Unit	\$1.00	\$20.00	\$1.00	\$20.00	\$0.01	\$0.20
19	Reset Gas Valve Boxes	20	Unit	\$10.00	\$200.00	\$10.00	\$200.00	\$0.01	\$0.20
20	Rip-Rap Stone Slope Protection, 12" Thick D50=6"	100	S.Y.	\$40.00	\$4,000.00	\$58.00	\$5,800.00	\$0.01	\$1.00
21	Concrete Sidewalk, 4" Thick	120	S.Y.	\$75.00	\$9,000.00	\$47.00	\$5,640.00	\$50.00	\$6,000.00
22	Detectable Warning Surface (Brick Pavers)	14.4	S.Y.	\$200.00	\$2,880.00	\$250.00	\$3,600.00	\$250.00	\$3,600.00
23	Partial Depth Concrete Repair	100	S.Y.	\$1.25	\$125.00	\$50.00	\$5,000.00	\$50.00	\$5,000.00
24	Full Depth Concrete Repair, Class A, 12" Thick	50	S.Y.	\$1.25	\$62.50	\$200.00	\$10,000.00	\$100.00	\$5,000.00
25	Sealing Existing Joints in Concrete Pavement	1,000	L.F.	\$0.01	\$10.00	\$5.85	\$5,850.00	\$2.00	\$2,000.00
26	Sawing and Sealing of Joints in Hot Mix Asphalt Overlay	27,510	L.F.	\$0.15	\$4,126.50	\$1.40	\$38,514.00	\$1.50	\$41,265.00
27	Removal of Traffic Stripes	2,000	L.F.	\$0.40	\$800.00	\$0.60	\$1,200.00	\$0.40	\$800.00
28	Traffic Markings, Thermoplastic	6,000	S.F.	\$4.00	\$24,000.00	\$2.00	\$12,000.00	\$4.00	\$24,000.00

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SUMMARY OF BIDS



SPECIFICATION NO. 12-02FA

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
29	Traffic Stripes, Long Life, Epoxy Resin	140,000	L.F.	\$0.24	\$33,600.00	\$0.30	\$42,000.00	\$0.24	\$33,600.00
30	Regulatory, Warning and Guide Signs	500	S.F.	\$25.00	\$12,500.00	\$22.00	\$11,000.00	\$24.00	\$12,000.00
31	Reflective U-Post Inserts	50	Unit	\$0.01	\$0.50	\$0.50	\$1,750.00	\$35.00	\$1,750.00
32	No Item				\$0.00		\$0.00		\$0.00
33	RPM, Bi-Directional, Amber Lens	250	Unit	\$23.00	\$5,750.00	\$24.50	\$6,125.00	\$22.00	\$5,500.00
34	RPM, Bi-Directional, Blue Lens	10	Unit	\$23.00	\$230.00	\$24.50	\$245.00	\$22.00	\$220.00
35	RPM, Bi-Directional, Red/White Lens	20	Unit	\$23.00	\$460.00	\$24.50	\$490.00	\$22.00	\$440.00
36	No Item				\$0.00		\$0.00		\$0.00
37	Turf Repair Strip	10,250	L.F.	\$0.05	\$512.50	\$0.75	\$7,687.50	\$2.00	\$20,500.00
38	Construction Signs	200	S.F.	\$10.00	\$2,000.00	\$8.50	\$1,700.00	\$8.00	\$1,600.00
39	No Item				\$0.00		\$0.00		\$0.00
40	Police Traffic Directors	320	M.H.	\$60.00	\$19,200.00	\$60.00	\$19,200.00	\$60.00	\$19,200.00
41	Flashing Arrow Board, 4' x 8'	2	Unit	\$1.00	\$2.00	\$360.00	\$720.00	\$1.00	\$2.00
42	Traffic Control Truck With Mounted Crash Cushions	2	Unit	\$100.00	\$200.00	\$1,200.00	\$2,400.00	\$1.00	\$2.00
43	No Item				\$0.00		\$0.00		\$0.00
44	Drum	100	Unit	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01	\$1.00
45	Traffic Cone	60	Unit	\$0.01	\$0.60	\$0.01	\$0.60	\$0.01	\$0.60
46	Breakaway Barricade	60	Unit	\$0.01	\$0.60	\$0.01	\$0.60	\$0.01	\$0.60
47	Temporary Traffic Stripes	10,000	L.F.	\$0.15	\$1,500.00	\$0.20	\$2,000.00	\$0.15	\$1,500.00
48	Beam Guide Rail	525	L.F.	\$18.00	\$9,450.00	\$28.00	\$14,700.00	\$17.00	\$8,925.00
49	Tangent Guide Rail Terminal	3	Unit	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00
50	Beam Guide Rail Anchorage	1	Unit	\$900.00	\$900.00	\$2,500.00	\$2,500.00	\$835.00	\$835.00
51	Removal of Beam Guide Rail	215	L.F.	\$0.25	\$53.75	\$5.00	\$1,075.00	\$0.25	\$53.75
52	No Item				\$0.00		\$0.00		\$0.00
53	Topsoiling, 4" Thick	100	S.Y.	\$8.00	\$800.00	\$4.50	\$450.00	\$5.00	\$500.00
54	Fertilizing and Seeding, Type A-3	100	S.Y.	\$1.00	\$100.00	\$0.50	\$50.00	\$1.00	\$100.00
55	Straw Mulching	100	S.Y.	\$0.50	\$50.00	\$0.50	\$50.00	\$1.00	\$100.00
56-99	No Item				\$0.00		\$0.00		\$0.00
100	Asphalt Price Adjustment	L.S.	L.S.	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
101	Fuel Price Adjustment	L.S.	L.S.	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00
				Total Bid	\$696,478.45	Total Bid	\$753,592.20	Total Bid	\$832,169.85

8-2-13

date

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

C4

RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR THE RESURFACING AND SAFETY IMPROVEMENT PROJECT TO CENTER STREET IN THE TOWNSHIP OF MANTUA FOR THE TOTAL AMOUNT OF \$693,967.35

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the County road improvement project in the Township of Washington known as "Resurfacing and Safety Improvements to Center Street, County Route 603, from 400' North of County Bridge 5-I-1 to Woodbury-Glassboro Road, County Route 553 in the Township of Mantua," Federal Project No. STP-4039(101) Construction, Engineering Project #12-01FA (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on August 01, 2013; and

WHEREAS, after following proper public bidding procedure, it was determined that South State, Inc. (hereinafter "South State"), with an office address of 202 Reeves, P.O. Box 68, Bridgeton, NJ 08302, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$693,967.35; and

WHEREAS, the County's Purchasing and Engineering Departments recommend award of a contract to South State for the Project; and the Contractor shall complete all work required for substantial completion of the Project within forty-five (45) days after the issuance of the Notice to Proceed; and

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

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$693,967.35, pursuant to C.A.F. #13-07139, which amount shall be charged against budget line item G-02-12-064-000-12229.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized to execute and the Clerk of the Board is authorized to attest to a contract with South State for the Project in the amount of SIX HUNDRED NINETY-THREE THOUSAND NINE HUNDRED SIXTY-SEVEN DOLLARS AND SIXTY FIVE CENTS (\$693,967.35), per the prices submitted in its bid, and contingent upon approval by the New Jersey Department of Transportation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 21, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C4

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

THIS CONTRACT is made effective this 21st day of **August 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.**, a New Jersey Corporation, with offices at 202 Reeves Road, PO Box 68, Bridgeton, NJ 08302, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and materials required concerning the construction of the "Resurfacing and Safety Improvements to Center Street, County Route 603, from 400' North of County Bridge 5-I-1 to Woodbury-Glassboro Road, County Route 553 in the Township of Mantua," Federal Project No. STP-4039(101) Construction, Engineering Project #12-01FA (hereinafter the "Project"); and

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

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

TERMS OF AGREEMENT

1. **COMMENCEMENT OF SERVICES.** Contractor shall commence services for the Project upon the County issuing a written Notice to Proceed to the Contractor; and the Contractor shall complete all work required for substantial completion of the Project within forty-five (45) days after the issuance of the Notice to Proceed.

2. **COMPENSATION.** Contractor shall be compensated in the amount of **\$693,967.35** for all labor and materials required to construct the **Project**, as per the Specifications issued by the County identified as **12-01FA** (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this 21st day of August, 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. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

SOUTH STATE, INC.

By: _____

(Please Print Name)

CU

Office of the County Engineer
 County of Gloucester
 Proposed Resurfacing and Safety Improvements to Center Street, County Route 603,
 from 400' North of County Bridge 5-1 to Woodbury-Glassboro Road, County Route 533
 in the Township of Mannua
 Federal Project No. STP-4039(101) Construction
 Engineering Project #12-01FA

Bid Date: Thursday, August 01, 2013 Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 12-01FA REBID

Item No.	Description	Approx. Quantity	Unit Price		Amount		Unit Price		Amount	
			Unit	Price	Unit	Price	Unit	Price	Unit	Price
1	Construction Layout	L.S.	\$1,000.00	\$1,000.00	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
2	Clearing Site	L.S.	\$88,000.00	\$88,000.00	\$155,000.00	\$155,000.00	\$160,000.00	\$160,000.00	\$160,000.00	\$160,000.00
3	Excavation, Unclassified	50	C.Y.	\$30.00	\$1,500.00	\$20.00	\$1,000.00	\$50.00	\$2,500.00	\$2,500.00
4	HMA Milling, 3" or Variable Depth	20,000	S.Y.	\$4.50	\$90,000.00	\$4.00	\$80,000.00	\$1.80	\$36,000.00	\$36,000.00
5	Hot Mix Asphalt 12.5H 64 Surface Course, 2" Thick	2,400	Ton	\$75.00	\$180,000.00	\$75.00	\$180,000.00	\$90.00	\$216,000.00	\$216,000.00
6	Hot Mix Asphalt 9.5H64 Leveling Course	500	Ton	\$60.00	\$30,000.00	\$60.00	\$30,000.00	\$45.00	\$22,500.00	\$22,500.00
7	Tack Coat	1,150	Gal.	\$0.01	\$11.50	\$0.01	\$11.50	\$0.01	\$11.50	\$11.50
8	Prime Coat	50	Gal.	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.50
9	No Item				\$0.00		\$0.00		\$0.00	\$0.00
10	Dense Graded Aggregate Base Course, 6" Thick	25	S.Y.	\$30.00	\$750.00	\$40.00	\$1,000.00	\$50.00	\$1,250.00	\$1,250.00
11	Hot Mix Asphalt 19M64 Base Course, 4" Thick	25	S.Y.	\$50.00	\$1,250.00	\$50.00	\$1,250.00	\$80.00	\$2,000.00	\$2,000.00
12	9'x18" Concrete Vertical Curb	3,300	L.F.	\$34.00	\$112,200.00	\$20.00	\$66,000.00	\$25.00	\$82,500.00	\$82,500.00
13	Concrete Driveway, Reinforced, 6" Thick	60	S.Y.	\$85.00	\$5,100.00	\$63.00	\$3,780.00	\$90.00	\$5,400.00	\$5,400.00
14	Hot Mix Asphalt Driveway, 2" Thick	250	S.Y.	\$20.00	\$5,000.00	\$25.00	\$6,250.00	\$35.00	\$8,750.00	\$8,750.00
15	Reconstructed Inlet, Type E, Using Existing Casting	1	Unit	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$600.00
16	Bicycle Safe Grates	4	Unit	\$450.00	\$1,800.00	\$100.00	\$400.00	\$300.00	\$1,200.00	\$1,200.00
17	Curb Piece	4	Unit	\$350.00	\$1,400.00	\$100.00	\$400.00	\$350.00	\$1,400.00	\$1,400.00
18	Reset Existing Castings	5	Unit	\$500.00	\$2,500.00	\$100.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00
19	Reset Water Valve Boxes	15	Unit	\$1.00	\$15.00	\$0.01	\$0.15	\$50.00	\$750.00	\$750.00
20	Reset Gas Valve Boxes	15	Unit	\$1.00	\$15.00	\$0.01	\$0.15	\$50.00	\$750.00	\$750.00
21	Rip-rap Stone Slope Protection, 24" Thick, d50 =12"	100	S.Y.	\$60.00	\$6,000.00	\$60.00	\$6,000.00	\$60.00	\$6,000.00	\$6,000.00
22	Reconstructed Inlet, Type C Using New Casting	10	Unit	\$3,000.00	\$30,000.00	\$4,000.00	\$40,000.00	\$2,000.00	\$20,000.00	\$20,000.00
23	Concrete Sidewalk, 4" Thick	276.50	S.Y.	\$67.00	\$18,525.50	\$50.00	\$13,825.00	\$55.00	\$15,207.50	\$15,207.50
24	Detectable Warning Surfaces (Brick Pavers)	18	S.Y.	\$200.00	\$3,600.00	\$210.00	\$3,780.00	\$300.00	\$5,400.00	\$5,400.00
25	Partial Depth Concrete Repair	120	S.Y.	\$1.15	\$138.00	\$50.00	\$6,000.00	\$50.00	\$6,000.00	\$6,000.00
26	Full Depth Pavement Concrete Repair, Concrete Class A	120	S.Y.	\$1.15	\$138.00	\$100.00	\$12,000.00	\$100.00	\$12,000.00	\$12,000.00
27	Sealing Existing Joints in Concrete Pavement	3,500	L.F.	\$0.15	\$525.00	\$0.01	\$35.00	\$2.00	\$7,000.00	\$7,000.00
28	Sawing and Sealing Joints in Hot Mix Asphalt Overlay	16,000	L.F.	\$0.15	\$2,400.00	\$0.60	\$9,600.00	\$1.35	\$21,600.00	\$21,600.00
29	No Item				\$0.00		\$0.00		\$0.00	\$0.00
30	Removal of Traffic Stripes	1,000	L.F.	\$0.55	\$550.00	\$0.55	\$550.00	\$0.55	\$550.00	\$550.00
31	Traffic Markings, Thermoplastic	5,940	S.F.	\$1.00	\$5,940.00	\$1.00	\$5,940.00	\$1.00	\$5,940.00	\$5,940.00
32	Traffic Stripes, Long Life, Epoxy Resin	20,400	L.F.	\$0.52	\$10,608.00	\$0.52	\$10,608.00	\$0.50	\$10,200.00	\$10,200.00

SUMMARY OF BIDS



SPECIFICATION NO. 12-01FA REBID

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 3			bidder 2 of 3			bidder 3 of 3		
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
33	Regulatory, Warning, and Guide Signs	60.50	S.F.	\$26.00	\$1,573.00	\$26.00	\$1,573.00	\$26.50	\$1,603.25	\$26.50	\$1,603.25	
34	Reflective U-Post Inserts	25	Unit	\$0.01	\$0.25	\$35.00	\$875.00	\$35.00	\$875.00	\$35.00	\$875.00	
35	No Item				\$0.00		\$0.00		\$0.00		\$0.00	
36	Removal of RPM	150	Unit	\$10.00	\$1,500.00	\$11.00	\$1,650.00	\$0.01	\$1.50	\$0.01	\$1.50	
37	RPM, Mono-Directional, White Lens	150	Unit	\$23.00	\$3,450.00	\$22.00	\$3,300.00	\$22.75	\$3,412.50	\$22.75	\$3,412.50	
38	RPM, Bi-Directional, White Lens	50	Unit	\$23.00	\$1,150.00	\$22.00	\$1,100.00	\$22.75	\$1,137.50	\$22.75	\$1,137.50	
39	RPM, Mono-Directional, Amber Lens	125	Unit	\$23.00	\$2,875.00	\$22.00	\$2,750.00	\$22.75	\$2,843.75	\$22.75	\$2,843.75	
40	RPM, Bi-Directional, Amber Lens	150	Unit	\$23.00	\$3,450.00	\$22.00	\$3,300.00	\$22.75	\$3,412.50	\$22.75	\$3,412.50	
41	RPM, Bi-Directional, Blue Lens	5	Unit	\$23.00	\$115.00	\$22.00	\$110.00	\$22.75	\$113.75	\$22.75	\$113.75	
42	RPM, Bi-Directional, Red/White Lens	10	Unit	\$23.00	\$230.00	\$22.00	\$220.00	\$22.75	\$227.50	\$22.75	\$227.50	
43	No Item				\$0.00		\$0.00		\$0.00		\$0.00	
44	Turf Repair Strip	6,000	L.F.	\$1.00	\$6,000.00	\$2.00	\$12,000.00	\$0.75	\$4,500.00	\$0.75	\$4,500.00	
45	Construction Signs	250	S.F.	\$10.00	\$2,500.00	\$8.00	\$2,000.00	\$9.00	\$2,250.00	\$9.00	\$2,250.00	
46	No Item				\$0.00		\$0.00		\$0.00		\$0.00	
47	Police Traffic Directors	500	M.H.	\$60.00	\$30,000.00	\$60.00	\$30,000.00	\$60.00	\$30,000.00	\$60.00	\$30,000.00	
48	Flashing Arrow Board	2	Unit	\$1.00	\$2.00	\$1.00	\$2.00	\$300.00	\$600.00	\$300.00	\$600.00	
49	Traffic Control Truck With Mounted Crash Cushions	2	Unit	\$100.00	\$200.00	\$1.00	\$2.00	\$2.00	\$4.00	\$1,800.00	\$3,600.00	
50	No Item				\$0.00		\$0.00		\$0.00		\$0.00	
51	Drum	100	Unit	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01	\$1.00	
52	Traffic Cone	100	Unit	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01	\$1.00	
53	Breakaway Barricade	60	Unit	\$0.01	\$0.60	\$0.01	\$0.60	\$0.01	\$0.60	\$0.01	\$0.60	
54	Temporary Traffic Stripes	10,000	L.F.	\$0.15	\$1,500.00	\$0.15	\$1,500.00	\$0.15	\$1,500.00	\$0.15	\$1,500.00	
55	Beam Guide Rail	425	L.F.	\$26.50	\$11,262.50	\$26.00	\$11,050.00	\$26.00	\$11,050.00	\$26.00	\$11,050.00	
56	Tangent Guide Rail Terminal	4	Unit	\$2,500.00	\$10,000.00	\$2,400.00	\$9,600.00	\$2,450.00	\$9,800.00	\$2,450.00	\$9,800.00	
57	Rub Rail	425	L.F.	\$5.00	\$2,125.00	\$5.00	\$2,125.00	\$5.00	\$2,125.00	\$5.00	\$2,125.00	
58	Removal of Beam Guide Rail	907.5	L.F.	\$2.00	\$1,815.00	\$2.00	\$1,815.00	\$1.00	\$907.50	\$1.00	\$907.50	
59	Reconstructed Inlet Type A, Using New Casting, (With Leaching Basin)	2	UNIT	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$3,500.00	\$7,000.00	\$3,500.00	\$7,000.00	
60	Topsailing, 4" Thick	50	S.Y.	\$20.00	\$1,000.00	\$10.00	\$500.00	\$5.00	\$250.00	\$5.00	\$250.00	
61	Fertilizing and Seeding, Type A-3	50	S.Y.	\$5.00	\$250.00	\$1.00	\$50.00	\$5.00	\$250.00	\$5.00	\$250.00	
62	Straw Mulching	50	S.Y.	\$0.01	\$0.50	\$1.00	\$50.00	\$5.00	\$250.00	\$5.00	\$250.00	
100	Fuel Price Adjustment	L.S.	L.S.	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	
101	Asphalt Price Adjustment	L.S.	L.S.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
				Total Bid	\$693,967.35	Total Bid	\$779,505.90	Total Bid	\$779,971.85	Total Bid	\$779,971.85	

8-2-13

date

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

CU

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

Certificate of Availability of Funds

TREASURER'S NO. 13-07496 DATE August 08, 2013
G-02-12-064-000-12229 (\$693,967.35)
BUDGET NUMBER - CURRENT YR B DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$693,967.35 COUNTY COUNSEL Matthew P. Lyons, Esq.

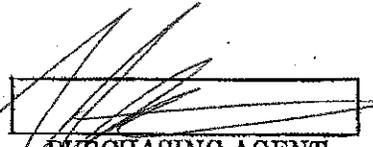
DESCRIPTION:

Construction Contract for the Resurfacing and Safety Improvements to Center Street, County Route 603, from 400' North of County Bridge 5-I-1 to Woodbury-Glassboro Road, County Route 553 in the Township of Mantua, Federal Project No. STP-4039(101) Construction, Engineering Project #12-01FA

VENDOR: South State, Inc.

ADDRESS: 202 Reeves Road, PO Box 68
Bridgeton, NJ 08302


8/9/13
DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED _____

Meeting Date: August 21, 2013

C5

RESOLUTION AUTHORIZING A CONTRACT WITH CME ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE PHASE I RECONSTRUCTION OF EGG HARBOR ROAD PROJECT IN THE TOWNSHIP OF WASHINGTON FOR THE TOTAL AMOUNT OF \$370,240.15

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

WHEREAS, this need for such professional services is relative to the County's road improvement project known as Phase 1 Reconstruction of Egg Harbor Rd. (CR630) between Salina Road and Pembroke Drive in the Township of Washington, County of Gloucester", Federal Project No. STP-4048 (106) Construction, Engineering Project #06-01FA (hereinafter the "Project"); and

WHEREAS, the County requested proposals for such professional services, via RFP-13-035, from interested providers; and evaluated those proposals consistent with the County's Fair and Open procurement process, and consistent with applicable law and regulations; and

WHEREAS, based upon the evaluation of the proposals that were submitted in accordance with the established criteria, it was concluded that CME Associates, Inc. (hereinafter "CME"), with an office address of 3141 Bordentown Avenue, Parlin, NJ 08859-1162, made the most advantageous proposal to provide said services to the County for a total contract amount of \$370,240.15; and

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

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$370,240.15, pursuant to C.A.F. #13-07142, which amount shall be charged against budget line item C-04-13-013-165-13218.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to a contract with CME for Construction Management and Inspection Services for the Project, as set forth in RFP-013-035, and subject to all conditions and requirements of the specifications for the Project, for a maximum contract amount of THREE HUNDRED SEVENTY THOUSAND TWO HUNDRED FORTY DOLLARS AND FIFTEEN CENTS (\$370,240.15), per the prices submitted in CME's proposal dated June 12, 2013, and contingent upon approval by the New Jersey Department of Transportation.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 21, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C5

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
CME ASSOCIATES, INC.**

THIS CONTRACT is made effective this **21st** day of **August 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 **CME Associates, Inc.**, with offices at **3141 Bordentown Avenue, Parlin, NJ 08859-1162**, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for Professional Engineering Services in the nature of Construction Management and Inspection Services required for the County's construction of the road improvement project known as "Phase 1 Reconstruction of Egg Harbor Rd. (CR630) between Salina Road and Pembroke Drive in the Township of Washington, County of Gloucester", Federal Project No. STP-4048 (106) Construction, Engineering Project #06-01FA (hereinafter the "Project"); and

WHEREAS, the County issued RFP-013-035 for the said construction management and inspection services, to which the Contractor responded; and

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

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

TERMS OF AGREEMENT

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

2. **COMPENSATION.** Contractor shall be compensated in an amount not to exceed **\$370,240.15** for Construction Managements and Inspection Services required by the County for the construction of the Project, as per the specifications issued by the County for the Project (hereinafter the "Specifications"). The Contractor shall bill, and be paid, for its services, based upon the prices set forth in the Contractor's proposal dated June 12, 2013 (hereinafter the "Proposal").

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in the County's RFP 013-035 (hereinafter the "RFP"), and the Proposal for the Project, both of which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the proposal documents, the proposal documents shall prevail.

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

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

Contractor acknowledges that the County must be bound by and comply with, and itself agrees to abide and to be bound by, the requirements of C.F.R. 18.13(i)(1) to (13); including:

1. That the County hereby specifically reserves the right to exercise administrative, contractual, or legal remedies in the event Contractor or subcontractor(s) violates or breaches agreed upon contract terms.
2. That the County may terminate this contract, in its discretion, for cause provided said termination is in good faith. Further, Contractor may also, in its sole discretion terminate for convenience.
3. That the County must act in compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
4. That the County must act in compliance with the Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
5. That the County, where applicable, is required to act in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 5).
6. That the County must to act in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act 40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
7. That the County must comply with Notice of awarding agency requirements and regulations pertaining to reporting
8. That the County must comply with Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
9. That the County must comply with awarding agency requirements and regulations pertaining to copyrights and rights in data.

10. That the County must comply with access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. That the County is required to maintain and keep all required records for three (3) years after final payments and all other pending matters are closed.
12. That the County is required to act in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
13. That the County hereby agrees to act in accordance with standards and policies relating to energy efficiency contained in the New Jersey State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

In the event that any provisions in the remainder of this Contract are inconsistent with the foregoing section, the foregoing section controls, with the understanding that this does not mean that the procedure, notification provisions, etc., set forth in the corresponding provisions in the remainder of the contract are not in full force and effect (i.e. termination provision of subparagraph (3) above shall read in the context of, and in pari materia with, the termination provision and procedure set forth in the Contract at paragraph 6.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this 21st day of August 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. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

CME ASSOCIATES, INC.

By: _____

(Please Print Name)

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BASIS OF AWARD

(To be completed by County evaluation committee)

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

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

RFP-13-0-35 – Construction, Management & Inspection – Egg Harbor Rd.

CME Engineering

<p style="text-align: center;">EVALUATION FACTORS</p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;">SCORE</p>
<p>A. Technical Proposal contains all required information All required documentation submitted.</p> <p style="text-align: center;"><u>5</u> points</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> CME has provided personnel that is very familiar with Gloucester County, NJDOT & Federal Highway procedures. They have performed excellent in the past of similar projects. David Coates and Paulo Benatti are very good to work with and always work to complete the project to the County satisfaction.</p> <p style="text-align: center;"><u>30</u> points.</p>	<p style="text-align: center;">30</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> CME has provided a listing of similar projects and has completed similar projects for the County with successful outcomes.</p> <p style="text-align: center;"><u>30</u> points.</p>	<p style="text-align: center;">29</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>35</u> points.</p> <p>CME has provided a very good approach to the project which is similar to the approach they have used to complete similar projects in the past for the County. They have committed to providing the resources to complete the project and have identified key concerns</p>	<p style="text-align: center;">34</p>
<p>TOTALS</p>	<p style="text-align: center;">98</p>

C4

RESOLUTION AUTHORIZING A CONTRACT WITH P & A CONSTRUCTION, INC. FOR THE PHASE I RECONSTRUCTION OF EGG HARBOR ROAD PROJECT IN THE TOWNSHIP OF WASHINGTON FOR THE TOTAL AMOUNT OF \$6,209,751.69

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the County road improvement project in the Township of Washington known as "Phase I Reconstruction of Egg Harbor Road, County Route 630, from Salina Road to Pembroke Drive, Washington Township, Gloucester County, Federal Project No. STP-4048(106)CON, Engineering Project #06-01FA (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on July 31, 2013; and

WHEREAS, after following proper public bidding procedure, it was determined that P & A Construction, Inc. (hereinafter "P & A"), with an office address of 650 Leesville Avenue, Rahway, New Jersey 07065, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$6,209,751.69; and

WHEREAS, the County's Purchasing and Engineering Departments recommend award of a contract to P & A for the Project; and the Contractor shall complete all work required for substantial completion of the Project within three hundred ninety (390) days after the issuance of the Notice to Proceed; and

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

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$6,209,751.69, pursuant to C.A.F. #13-07143, which amount shall be charged against budget line item C-04-11-013-165-13218.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized to execute and the Clerk of the Board is authorized to attest to a contract with P & A for the Project in the amount of SIX MILLION TWO HUNDRED NINE THOUSAND SEVEN HUNDRED FIFTY-ONE DOLLARS AND SIXTY-NINE CENTS (\$6,209,751.69), per the prices submitted in its bid, and contingent upon approval by the New Jersey Department of Transportation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 21, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
P & A CONSTRUCTION, INC.**

THIS CONTRACT is made effective this 21st day of **August 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 **P & A CONSTRUCTION, INC.**, a New Jersey Corporation, with offices at 650 Leesville Avenue, Rahway, New Jersey 07065, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and materials required concerning the construction of the "Phase I Reconstruction of Egg Harbor Road, County Route 630, from Salina Rd to Pembroke Drive, Washington Township, Gloucester County," Federal Project No. STP-4048(106)CON, Engineering Project #06-01FA (hereinafter the "Project"); and

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

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

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services for the Project upon the County issuing a written Notice to Proceed to the Contractor; and the Contractor shall complete all work required for substantial completion of the Project within three hundred ninety (390) days after the issuance of the Notice to Proceed.

2. COMPENSATION. Contractor shall be compensated in the amount of **\$6,209,751.69** for all labor and materials required to construct the **Project**, as per the Specifications issued by the County identified as **06-01FA** (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this 21st day of **August, 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. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

P & A CONSTRUCTION, INC.

By: _____

(Please Print Name)

66

Office of the County Engineer
County of Gloucester

Phase 1 - Reconstruction of Egg Harbor Road, County Route 630, between Sabina Road and Pantnook Drive in the Township of Washington, Gloucester County, New Jersey.

Federal Project No. STP-4048 (160) CONSTRUCTION
Engineering Project No. 06-01FA

Bid Date (Re-Bid): Wednesday, July 31, 2013
Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 06-01FA RE-BID

Item No.	Description	Approx. Quantity	Unit	Bidder 1 of 5		Bidder 2 of 5		Bidder 3 of 5		Bidder 4 of 5		Bidder 5 of 5	
				Amount	Unit Price								
1	Performance Bond and Payment Bond	L.S.	L.S.	\$45,000.00	\$45,000.00	\$48,000.00	\$48,000.00	\$35,000.00	\$35,000.00	\$39,000.00	\$39,000.00	\$39,000.00	\$39,000.00
2	Mobilization	L.S.	L.S.	\$375,000.00	\$375,000.00	\$647,000.00	\$647,000.00	\$680,000.00	\$680,000.00	\$684,000.00	\$684,000.00	\$684,000.00	\$704,000.00
3	No Item			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	No Item			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	Construction Layout	L.S.	L.S.	\$100,000.00	\$100,000.00	\$245,300.00	\$245,300.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
6	Monument	5	Unit	\$200.00	\$1,000.00	\$400.00	\$400.00	\$500.00	\$500.00	\$2,500.00	\$4,375.00	\$500.00	\$2,500.00
7	Monument Box	9	Unit	\$55.00	\$495.00	\$400.00	\$400.00	\$1,000.00	\$1,000.00	\$325.00	\$2,925.00	\$500.00	\$4,500.00
8	Heavy Duty Silt Fence Orange	2,255	L.F.	\$3.00	\$6,765.00	\$3.00	\$6,765.00	\$5.00	\$11,275.00	\$6.00	\$13,630.00	\$5.25	\$11,838.75
9	Heavy Duty Silt Fence Black	10,053	L.F.	\$3.00	\$30,159.00	\$3.00	\$30,159.00	\$5.00	\$50,265.00	\$6.50	\$65,291.50	\$5.00	\$50,265.00
10	Haybale	100	Unit	\$5.00	\$500.00	\$5.00	\$500.00	\$15.00	\$1,500.00	\$20.00	\$2,000.00	\$25.00	\$2,500.00
11	Haybale Check Dam with Temporary Stone Outlet	35	L.F.	\$25.00	\$875.00	\$12.00	\$420.00	\$15.00	\$525.00	\$15.00	\$525.00	\$15.00	\$525.00
12	Inlet Filter Type 2, 2' x 4'	135	Unit	\$57.00	\$7,695.00	\$125.00	\$16,875.00	\$135.00	\$18,225.00	\$165.00	\$22,275.00	\$125.00	\$16,875.00
13	Floating Turbidity Barrier, Type 1	50	L.F.	\$10.00	\$500.00	\$0.01	\$0.50	\$20.00	\$200.00	\$35.00	\$350.00	\$20.00	\$200.00
14	Sediment Control Bag	200	S.F.	\$2.00	\$400.00	\$0.01	\$2.00	\$10.00	\$100.00	\$7.00	\$700.00	\$10.00	\$1,000.00
15	Removable Pumping Station	L.S.	L.S.	\$0.01	\$0.01	\$0.01	\$0.01	\$1.00	\$1.00	\$1.00	\$1.00	\$0.50	\$0.50
16	Construction Driveway	100	Ton	\$27.50	\$2,750.00	\$0.01	\$1.00	\$2.00	\$200.00	\$30.00	\$3,000.00	\$30.00	\$3,000.00
17	Concrete Washout System	L.S.	L.S.	\$1.00	\$1.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00
18	Oil Only Emergency Spill Kit, Type 1	2	Unit	\$700.00	\$1,400.00	\$500.00	\$1,000.00	\$100.00	\$200.00	\$200.00	\$400.00	\$250.00	\$500.00
19	Erosion Control Sediment Removal	605	C.Y.	\$1.00	\$605.00	\$0.01	\$6.05	\$8.00	\$4,840.00	\$9.00	\$5,445.00	\$10.00	\$6,055.00
20	Infiltration Sand Layer, 6" Thick	2,754	S.Y.	\$4.00	\$11,016.00	\$6.00	\$16,524.00	\$5.50	\$15,147.00	\$15.00	\$41,310.00	\$16.00	\$44,064.00
21	Breakaway Barricade	100	Unit	\$0.01	\$1.00	\$0.01	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
22	Drum	200	Unit	\$0.01	\$2.00	\$0.01	\$2.00	\$0.01	\$0.01	\$2.00	\$2.00	\$0.01	\$0.01
23	Traffic Cone	50	Unit	\$0.01	\$0.50	\$0.01	\$0.50	\$25.00	\$1,250.00	\$0.01	\$0.50	\$16.50	\$825.00
24	Construction Signs	2,080	S.F.	\$9.50	\$19,760.00	\$10.00	\$20,800.00	\$9.50	\$19,760.00	\$11.00	\$22,880.00	\$9.50	\$19,760.00
25	Construction Identification Sign, 4' x 8'	2	Unit	\$700.00	\$1,400.00	\$1,400.00	\$2,800.00	\$650.00	\$1,300.00	\$700.00	\$1,400.00	\$675.00	\$1,350.00
26	Construction Barrier Curb	800	L.F.	\$0.01	\$8.00	\$12.00	\$9,600.00	\$1.00	\$800.00	\$55.00	\$44,000.00	\$45.00	\$36,000.00
27	Flashing Arrow Board, 4' x 8'	2	Unit	\$1,000.00	\$2,000.00	\$10,000.00	\$20,000.00	\$10.00	\$20.00	\$200.00	\$400.00	\$200.00	\$400.00
28	Portable Variable Message Sign w/Remote Communication	4	Unit	\$1,000.00	\$4,000.00	\$20,000.00	\$80,000.00	\$3,000.00	\$12,000.00	\$8,000.00	\$32,000.00	\$6,000.00	\$24,000.00
29	Temporary Crash Cushion, Queueguard 5 Bays x 24" Wide	2	Unit	\$15,000.00	\$30,000.00	\$30,000.00	\$60,000.00	\$2,000.00	\$4,000.00	\$9,000.00	\$18,000.00	\$18,000.00	\$36,000.00
30	Traffic Control Truck with Mounted Crash Cushion	1	Unit	\$1,000.00	\$1,000.00	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00	\$11,000.00	\$11,000.00	\$15,000.00	\$15,000.00
31	Removable Black Line Masking Tape, 6"	17,300	L.F.	\$1.65	\$28,545.00	\$1.50	\$25,950.00	\$1.55	\$26,805.00	\$1.10	\$19,030.00	\$1.55	\$26,805.00

SUMMARY OF BIDS



SPECIFICATION NO. 06-01A RE-BID

Item No.	Description	Approx. Quantity	Unit	Bidder 1 of 5		Bidder 2 of 5		Bidder 3 of 5		Bidder 4 of 5		Bidder 5 of 5	
				Unit Price	Amount								
32	Temporary Pavement Marking Tape, 4"	17,000	L.F.	\$1.00	\$17,000.00	\$0.90	\$15,300.00	\$0.95	\$16,150.00	\$1.10	\$18,700.00	\$0.95	\$16,150.00
33	Temporary Pavement Striping, 4"	125,000	L.F.	\$0.15	\$18,750.00	\$0.15	\$18,750.00	\$0.15	\$18,750.00	\$0.20	\$25,000.00	\$0.15	\$18,750.00
34	Temporary Pavement Markings	140	S.F.	\$2.15	\$301.00	\$2.00	\$280.00	\$2.00	\$280.00	\$2.60	\$364.00	\$2.00	\$280.00
35	HMA Patch	20	Ton	\$100.00	\$2,000.00	\$50.00	\$1,000.00	\$0.01	\$0.20	\$0.20	\$2,200.00	\$150.00	\$3,000.00
36	Police Traffic Directors	1,200	Hour	\$60.00	\$72,000.00	\$60.00	\$72,000.00	\$60.00	\$72,000.00	\$60.00	\$72,000.00	\$60.00	\$72,000.00
37	Traffic Director, Flagger	300	Hour	\$77.50	\$23,250.00	\$72.00	\$21,600.00	\$85.00	\$25,500.00	\$70.00	\$21,000.00	\$85.00	\$25,500.00
38	Fuel Price Adjustment	L.S.	L.S.	\$41,500.00	\$41,500.00	\$41,500.00	\$41,500.00	\$41,500.00	\$41,500.00	\$41,500.00	\$41,500.00	\$41,500.00	\$41,500.00
39	Asphalt Price Adjustment	L.S.	L.S.	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
40	Clearing Site	L.S.	L.S.	\$200,000.00	\$200,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$200,000.00	\$200,000.00
41	Demolition of Buildings Parcel (Block 54.28 Lot 2)	1	Unit	\$28,000.00	\$28,000.00	\$20,000.00	\$20,000.00	\$75,000.00	\$75,000.00	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00
42	Shipping	6	Acft	\$3,000.00	\$18,000.00	\$1.00	\$6.00	\$4,000.00	\$4,000.00	\$4,330.00	\$4,330.00	\$5,000.00	\$5,000.00
43	Excavation, Test Pit	60	C.Y.	\$70.00	\$4,200.00	\$100.00	\$6,000.00	\$150.00	\$9,000.00	\$85.00	\$5,100.00	\$125.00	\$7,500.00
44	Excavation, Unclassified	12,100	C.Y.	\$0.01	\$121.00	\$10.00	\$121,000.00	\$20.00	\$242,000.00	\$16.00	\$193,600.00	\$20.00	\$242,000.00
45	1-14 Soil Aggregate	3,700	C.Y.	\$0.01	\$37.00	\$0.01	\$37.00	\$0.01	\$37.00	\$0.01	\$37.00	\$1.00	\$3,700.00
46	Geotextile, Roadway Stabilization	15,500	S.Y.	\$0.50	\$7,750.00	\$1.00	\$15,500.00	\$0.10	\$1,550.00	\$1.50	\$23,250.00	\$1.50	\$23,250.00
47	Excavation, Regulated Material	120	C.Y.	\$25.00	\$3,000.00	\$20.00	\$2,400.00	\$25.00	\$3,000.00	\$25.00	\$3,000.00	\$15.00	\$1,800.00
48	Disposal of Regulated Material	200	Ton	\$50.00	\$10,000.00	\$50.00	\$10,000.00	\$50.00	\$10,000.00	\$50.00	\$10,000.00	\$50.00	\$10,000.00
49	Subbase	200	C.Y.	\$0.01	\$2.00	\$45.00	\$9,000.00	\$25.00	\$5,000.00	\$25.00	\$5,000.00	\$35.00	\$7,000.00
50	Dense-Graded Aggregate Base Course, 7" Thick	4,300	S.Y.	\$6.50	\$27,950.00	\$13.00	\$55,900.00	\$9.50	\$40,850.00	\$10.00	\$43,000.00	\$12.00	\$51,600.00
51	Dense-Graded Aggregate Base Course, 10" Thick	10,700	S.Y.	\$8.50	\$90,950.00	\$18.00	\$192,600.00	\$11.50	\$123,050.00	\$12.50	\$133,750.00	\$13.00	\$139,100.00
52	Coarse Aggregate, Size No. 57	120	C.Y.	\$30.00	\$3,600.00	\$25.00	\$3,000.00	\$1.25	\$150.00	\$35.00	\$4,200.00	\$30.00	\$3,600.00
53	HMA Milling, 3" or Less	61,500	S.Y.	\$1.75	\$107,625.00	\$3.00	\$184,500.00	\$1.25	\$76,875.00	\$2.50	\$153,750.00	\$3.00	\$184,500.00
54	Hot Mix Asphalt Pavement Repair	6,200	S.Y.	\$25.00	\$155,000.00	\$0.01	\$62.00	\$0.25	\$1,550.00	\$13.00	\$80,600.00	\$10.00	\$62,000.00
55	Polymerized Joint Adhesive	18,300	L.F.	\$0.05	\$915.00	\$1.00	\$18,300.00	\$0.05	\$915.00	\$0.80	\$14,640.00	\$0.50	\$9,150.00
56	Tack Coat	21,420	Gallon	\$0.01	\$214.20	\$0.01	\$214.20	\$0.01	\$214.20	\$0.01	\$214.20	\$0.01	\$214.20
57	Prime Coat	2,100	Gallon	\$0.01	\$21.00	\$0.01	\$21.00	\$0.01	\$21.00	\$2.00	\$4,200.00	\$0.01	\$21.00
58	Hot Mix Asphalt, 12.5 H 76 Surface Course	9,050	Ton	\$77.00	\$696,850.00	\$30.00	\$271,500.00	\$73.00	\$660,850.00	\$80.00	\$724,000.00	\$82.00	\$742,100.00
59	Hot Mix Asphalt, 25 H 64 Base Course	19,200	Ton	\$81.00	\$1,555,200.00	\$55.00	\$1,056,000.00	\$68.00	\$1,293,600.00	\$75.00	\$1,440,000.00	\$75.00	\$1,440,000.00
60	Landscape Retaining Wall	1,850	S.F.	\$28.00	\$51,800.00	\$25.00	\$46,250.00	\$23.00	\$53,050.00	\$35.00	\$64,750.00	\$30.00	\$55,500.00
61	15" Reinforced Concrete Pipe	2,788	L.F.	\$45.00	\$125,460.00	\$55.00	\$153,340.00	\$54.00	\$150,552.00	\$37.00	\$103,156.00	\$65.00	\$181,220.00
62	18" Reinforced Concrete Pipe	1,763	L.F.	\$85.00	\$149,855.00	\$60.00	\$105,780.00	\$72.00	\$126,936.00	\$45.00	\$79,335.00	\$60.00	\$105,780.00
63	24" Reinforced Concrete Pipe	1,087	L.F.	\$85.00	\$92,395.00	\$70.00	\$76,090.00	\$72.00	\$78,264.00	\$53.00	\$57,636.00	\$100.00	\$108,700.00
64	30" Reinforced Concrete Pipe	1,180	L.F.	\$75.00	\$88,500.00	\$90.00	\$106,200.00	\$76.00	\$89,680.00	\$67.00	\$79,060.00	\$120.00	\$141,600.00
65	36" Reinforced Concrete Pipe	899	L.F.	\$85.00	\$76,415.00	\$110.00	\$98,890.00	\$100.00	\$89,900.00	\$81.00	\$72,819.00	\$130.00	\$116,870.00
66	Underdrain, Type X	11,125	L.F.	\$17.50	\$194,687.50	\$16.00	\$178,000.00	\$22.00	\$244,750.00	\$16.00	\$178,000.00	\$18.50	\$205,812.50
67	43" x 63" Reinforced Concrete Elliptical Pipe, CLASS HE - IV	258	L.F.	\$275.00	\$70,950.00	\$220.00	\$56,760.00	\$500.00	\$129,000.00	\$285.00	\$73,530.00	\$600.00	\$154,800.00
68	Cleaning Existing Pipe, 12" to 24" Diameter	100	L.F.	\$13.75	\$1,375.00	\$5.00	\$500.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$16.00	\$1,600.00
69	Concrete Headwall	28	C.Y.	\$0.01	\$0.28	\$100.00	\$2,800.00	\$2,000.00	\$56,000.00	\$900.00	\$25,200.00	\$600.00	\$16,800.00

SUMMARY OF BIDS



SPECIFICATION NO. 06-01EA-RE-BID

Item No.	Description	Approx. Quantity	Unit	Bidder 1 of 5		Bidder 2 of 5		Bidder 3 of 5		Bidder 4 of 5		Bidder 5 of 5	
				Unit Price	Amount								
70	Inlet, Type A	7	Unit	\$3,600.00	\$24,500.00	\$4,000.00	\$28,000.00	\$3,600.00	\$25,200.00	\$2,000.00	\$14,000.00	\$2,200.00	\$15,400.00
71	Inlet, Type B	69	Unit	\$3,500.00	\$241,500.00	\$4,500.00	\$310,500.00	\$4,500.00	\$310,500.00	\$2,600.00	\$200,000.00	\$3,500.00	\$241,500.00
72	Inlet, Type Double B	2	Unit	\$7,000.00	\$14,000.00	\$7,000.00	\$14,000.00	\$7,400.00	\$14,800.00	\$4,550.00	\$9,100.00	\$5,500.00	\$11,000.00
73	Inlet, Type E	3	Unit	\$3,500.00	\$10,500.00	\$1,000.00	\$3,000.00	\$4,800.00	\$14,400.00	\$3,100.00	\$9,300.00	\$2,200.00	\$6,600.00
74	Inlet, Type C	1	Unit	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00	\$3,000.00	\$3,000.00	\$3,100.00	\$3,100.00
75	Manhole, 4' Diameter	9	Unit	\$4,000.00	\$36,000.00	\$4,000.00	\$36,000.00	\$4,000.00	\$36,000.00	\$4,000.00	\$36,000.00	\$3,800.00	\$34,200.00
76	Inlet Converted to Manhole	5	Unit	\$1,500.00	\$7,500.00	\$2,500.00	\$12,500.00	\$3,200.00	\$16,000.00	\$2,350.00	\$11,750.00	\$1,600.00	\$8,000.00
77	Reset Existing Casting	16	Unit	\$235.00	\$3,760.00	\$300.00	\$4,800.00	\$300.00	\$4,800.00	\$335.00	\$5,360.00	\$500.00	\$8,000.00
78	Reconstructed Inlet, Type B, Using Existing Casting	9	Unit	\$725.00	\$6,525.00	\$700.00	\$6,300.00	\$1,300.00	\$11,700.00	\$1,200.00	\$10,800.00	\$780.00	\$6,840.00
79	Reconstructed Inlet, Type E, Using New Casting	4	Unit	\$1,500.00	\$6,000.00	\$2,000.00	\$8,000.00	\$2,100.00	\$8,400.00	\$2,100.00	\$8,400.00	\$1,550.00	\$6,200.00
80	Outlet Control Structure, Basin 1	1	Unit	\$20,000.00	\$20,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00
81	Outlet Control Structure, Pond	1	Unit	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$17,000.00	\$17,000.00	\$9,000.00	\$9,000.00
82	Junction Chamber, Manhole Casting	1	Unit	\$20,000.00	\$20,000.00	\$12,000.00	\$12,000.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00
83	Junction Chamber, Type E Casting	1	Unit	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$19,500.00	\$19,500.00	\$15,000.00	\$15,000.00
84	Riprap Stone Channel Protection, 12" Thick (D50-6")	200	S.Y.	\$40.00	\$8,000.00	\$10.00	\$2,000.00	\$85.00	\$17,000.00	\$25.00	\$5,000.00	\$35.00	\$7,000.00
85	Chain-Link Fence, 8' High	1,063	L.F.	\$28.00	\$30,827.00	\$26.00	\$27,638.00	\$31.00	\$32,953.00	\$32.00	\$34,016.00	\$31.00	\$32,953.00
86	Gate, Chain-Link Fence, 14' Wide	2	Unit	\$925.00	\$1,850.00	\$1,300.00	\$2,600.00	\$1,300.00	\$2,600.00	\$1,400.00	\$2,800.00	\$1,295.00	\$2,590.00
87	Wood Stockade Fence	900	L.F.	\$35.00	\$31,500.00	\$22.00	\$19,800.00	\$60.00	\$54,000.00	\$60.00	\$54,000.00	\$60.00	\$54,000.00
88	Vinyl Fence	875	L.F.	\$40.00	\$35,000.00	\$30.00	\$26,250.00	\$33.00	\$28,875.00	\$33.00	\$28,875.00	\$33.00	\$28,875.00
89	Reset Fence	1,484	L.F.	\$25.00	\$37,100.00	\$22.00	\$32,848.00	\$15.00	\$22,260.00	\$20.00	\$29,680.00	\$10.00	\$14,840.00
90	Concrete Sidewalk, 4" Thick	3,500	S.Y.	\$38.75	\$135,625.00	\$49.00	\$171,110.00	\$43.25	\$151,375.00	\$46.00	\$161,000.00	\$45.00	\$157,500.00
91	Hot Mix Asphalt Driveway, 2" Thick	2,800	S.Y.	\$27.00	\$75,600.00	\$15.00	\$42,000.00	\$30.10	\$84,282.00	\$28.00	\$78,400.00	\$20.00	\$56,000.00
92	Hot Mix Asphalt Driveway, 6" Thick	1,400	S.Y.	\$60.00	\$84,000.00	\$40.00	\$56,000.00	\$53.00	\$74,220.00	\$38.00	\$53,200.00	\$38.00	\$53,200.00
93	Concrete Driveway, 6" Thick	600	S.Y.	\$63.00	\$37,800.00	\$53.00	\$31,800.00	\$67.25	\$40,350.00	\$68.00	\$40,800.00	\$65.00	\$39,000.00
94	Detectable Warning Surface, Brick Pavers	65	S.Y.	\$262.00	\$17,030.00	\$220.00	\$14,300.00	\$325.00	\$21,125.00	\$260.00	\$16,900.00	\$250.00	\$16,250.00
95	9" x 18" Concrete Vertical Curb	18,600	L.F.	\$14.50	\$269,700.00	\$19.00	\$353,400.00	\$16.25	\$302,250.00	\$19.00	\$353,400.00	\$18.00	\$334,800.00
96	Nonvegetative Surface, Porous Hot Mix Asphalt, 4" Thick	327	S.Y.	\$41.00	\$13,407.00	\$34.00	\$11,118.00	\$34.00	\$11,118.00	\$36.00	\$11,736.00	\$34.00	\$11,118.00
97	Beam Guide Rail	662	L.F.	\$19.50	\$12,909.00	\$16.00	\$10,592.00	\$16.25	\$10,757.50	\$17.00	\$11,254.00	\$20.00	\$13,240.00
98	Rub Rail	662	L.F.	\$8.25	\$5,461.50	\$7.00	\$4,634.00	\$7.00	\$4,634.00	\$7.50	\$4,965.00	\$8.00	\$5,296.00
99	Flared Guide Rail Terminal	1	Unit	\$2,275.00	\$2,275.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
100	Tangent Guide Rail Terminal	3	Unit	\$2,400.00	\$7,200.00	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00	\$2,150.00	\$6,450.00	\$2,500.00	\$7,500.00
101	Beam Guide Rail Element	50	L.F.	\$7.25	\$362.50	\$6.00	\$300.00	\$5.75	\$287.50	\$6.00	\$300.00	\$20.00	\$1,000.00
102	Removal of Beam Guide Rail	198	L.F.	\$1.30	\$257.40	\$1.00	\$198.00	\$1.00	\$198.00	\$2.00	\$396.00	\$5.00	\$990.00
103	Traffic Stripes, Long Life, Epoxy Resin 4"	36,000	L.F.	\$0.30	\$10,800.00	\$0.28	\$9,960.00	\$0.26	\$9,360.00	\$0.30	\$10,800.00	\$0.25	\$9,000.00
104	Traffic Markings, Thermoplastic	8,200	S.F.	\$3.75	\$30,750.00	\$3.60	\$29,520.00	\$3.60	\$29,520.00	\$4.00	\$32,800.00	\$3.60	\$29,520.00
105	RPM, Mono-Directional, White Lens	202	Unit	\$23.75	\$4,797.50	\$22.00	\$4,444.00	\$23.00	\$4,646.00	\$25.00	\$5,050.00	\$23.00	\$4,646.00
106	RPM, Mono-Directional, Amber Lens	58	Unit	\$23.75	\$1,377.50	\$22.00	\$1,276.00	\$23.00	\$1,334.00	\$23.00	\$1,334.00	\$23.00	\$1,334.00
107	RPM, Bi-Directional, Amber Lens	183	Unit	\$23.75	\$4,346.25	\$22.00	\$4,026.00	\$23.00	\$4,209.00	\$23.00	\$4,209.00	\$23.00	\$4,209.00
108	Removal of RPM	220	Unit	\$1.00	\$220.00	\$1.00	\$220.00	\$1.00	\$220.00	\$1.00	\$220.00	\$1.00	\$220.00

SUMMARY OF BIDS



SPECIFICATION NO. 06-01FA RE-BID

Item No.	Description	Approx. Quantity	Unit	Bidder 1 of 5		Bidder 2 of 5		Bidder 3 of 5		Bidder 4 of 5		Bidder 5 of 5	
				Unit Price	Amount								
109	Removal of Traffic Stripes	5,000	L.F.	\$0.50	\$3,000.00	\$0.55	\$2,750.00	\$0.55	\$2,750.00	\$0.70	\$3,500.00	\$0.55	\$2,750.00
110	Removal of Traffic Markings	500	S.F.	\$1.90	\$950.00	\$1.80	\$900.00	\$1.80	\$900.00	\$2.00	\$1,000.00	\$1.80	\$900.00
111	Regulatory and Warning Sign	710	S.F.	\$3.15	\$2,236.50	\$25.00	\$17,750.00	\$25.00	\$17,750.00	\$27.00	\$19,170.00	\$25.00	\$17,750.00
112	Reset Sign	35	Unit	\$195.00	\$6,825.00	\$75.00	\$2,625.00	\$75.00	\$2,625.00	\$80.00	\$2,800.00	\$75.00	\$2,625.00
113	Relocate Fire Hydrant	3	Unit	\$1,950.00	\$5,850.00	\$2,000.00	\$6,000.00	\$2,500.00	\$7,500.00	\$1,200.00	\$3,600.00	\$1,300.00	\$3,900.00
114	Reset Water Valve Box	48	Unit	\$30.00	\$1,440.00	\$50.00	\$2,400.00	\$125.00	\$6,000.00	\$65.00	\$3,120.00	\$140.00	\$6,720.00
115	Reset Manhole, Sanitary Sewer, Using Existing Casting	21	Unit	\$235.00	\$4,935.00	\$300.00	\$6,300.00	\$300.00	\$6,300.00	\$350.00	\$7,350.00	\$325.00	\$6,825.00
116	Sanitary Sewer Cleanout	10	Unit	\$800.00	\$8,000.00	\$1.00	\$10.00	\$150.00	\$1,500.00	\$100.00	\$1,000.00	\$225.00	\$2,250.00
117	Reset Gas Valve Box	14	Unit	\$90.00	\$1,260.00	\$50.00	\$700.00	\$125.00	\$1,750.00	\$200.00	\$2,800.00	\$50.00	\$700.00
118	2 1/2" Rigid Metallic Conduit	100	L.F.	\$27.00	\$2,700.00	\$44.00	\$4,400.00	\$44.00	\$4,400.00	\$28.00	\$2,800.00	\$28.00	\$2,800.00
119	3" Rigid Metallic Conduit	1,400	L.F.	\$46.00	\$64,400.00	\$47.00	\$65,800.00	\$44.00	\$61,600.00	\$44.00	\$61,600.00	\$44.00	\$61,600.00
120	18" x 36" Junction Box	12	Unit	\$1,999.00	\$23,988.00	\$1,600.00	\$19,200.00	\$1,670.00	\$20,040.00	\$2,400.00	\$28,800.00	\$1,870.00	\$22,440.00
121	Foundation, Type SFT	8	Unit	\$1,520.00	\$12,160.00	\$1,600.00	\$12,800.00	\$1,450.00	\$11,600.00	\$1,550.00	\$12,400.00	\$1,450.00	\$11,600.00
122	Foundation, Type P-Mc	2	Unit	\$1,890.00	\$3,780.00	\$2,400.00	\$4,800.00	\$2,400.00	\$4,800.00	\$3,800.00	\$7,600.00	\$3,800.00	\$7,600.00
123	Foundation, Type ST	7	Unit	\$3,350.00	\$23,450.00	\$3,400.00	\$23,800.00	\$3,200.00	\$22,400.00	\$3,400.00	\$23,800.00	\$3,400.00	\$23,800.00
124	Foundation, Type SFK	1	Unit	\$1,675.00	\$1,675.00	\$1,700.00	\$1,700.00	\$1,600.00	\$1,600.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
125	Meter Cabinet, Type T	2	Unit	\$2,275.00	\$4,550.00	\$2,400.00	\$4,800.00	\$2,010.00	\$4,020.00	\$2,300.00	\$4,600.00	\$2,010.00	\$4,020.00
126	Ground Wire, No. 8 AWG	1,706	L.F.	\$0.75	\$1,279.50	\$1.00	\$1,706.00	\$0.70	\$1,194.20	\$0.80	\$1,364.80	\$0.65	\$1,108.90
127	Service Wire, No. 8 AWG	465	L.F.	\$2.25	\$1,046.25	\$2.00	\$930.00	\$2.00	\$930.00	\$2.25	\$1,046.25	\$2.00	\$930.00
128	Controller, 8 Phase with Power Inverter and Battery Backup System	2	Unit	\$22,999.00	\$45,998.00	\$25,000.00	\$50,000.00	\$35,000.00	\$70,000.00	\$23,000.00	\$46,000.00	\$21,200.00	\$42,400.00
129	Traffic Signal Standard, Aluminum	10	Unit	\$1,810.00	\$18,100.00	\$2,000.00	\$20,000.00	\$1,630.00	\$16,300.00	\$1,800.00	\$18,000.00	\$1,630.00	\$16,300.00
130	Traffic Signal Standard, Steel	7	Unit	\$5,750.00	\$40,250.00	\$6,300.00	\$44,100.00	\$5,260.00	\$36,820.00	\$5,900.00	\$41,300.00	\$5,260.00	\$36,820.00
131	Traffic Signal Mast Arm, Aluminum	1	Unit	\$1,925.00	\$1,925.00	\$2,250.00	\$2,250.00	\$1,750.00	\$1,750.00	\$1,900.00	\$1,900.00	\$1,750.00	\$1,750.00
132	Traffic Signal Mast Arm, Steel	7	Unit	\$3,400.00	\$23,800.00	\$3,750.00	\$26,250.00	\$3,110.00	\$21,770.00	\$3,400.00	\$23,800.00	\$3,110.00	\$21,770.00
133	Traffic Signal Cable, 5 Conductor	8,694	L.F.	\$1.50	\$13,041.00	\$2.00	\$17,388.00	\$1.30	\$11,302.20	\$1.60	\$13,910.40	\$1.30	\$11,302.20
134	Traffic Signal Cable, 7 Conductor	4,412	L.F.	\$2.25	\$9,927.00	\$2.50	\$11,030.00	\$2.00	\$8,824.00	\$2.30	\$10,147.60	\$2.00	\$8,824.00
135	Pedestrian Signal Head	38	Unit	\$1,200.00	\$45,600.00	\$1,400.00	\$53,200.00	\$1,080.00	\$41,040.00	\$1,200.00	\$45,600.00	\$1,080.00	\$41,040.00
136	Traffic Signal Head	16	Unit	\$825.00	\$13,200.00	\$900.00	\$14,400.00	\$725.00	\$11,600.00	\$825.00	\$13,200.00	\$725.00	\$11,600.00
137	Push Button	16	Unit	\$375.00	\$6,000.00	\$500.00	\$8,000.00	\$355.00	\$5,680.00	\$380.00	\$6,080.00	\$355.00	\$5,680.00
138	Image Detector	8	Unit	\$5,900.00	\$47,200.00	\$5,900.00	\$47,200.00	\$5,410.00	\$43,280.00	\$6,000.00	\$48,000.00	\$5,410.00	\$43,280.00
139	Controller Turn-On	2	Unit	\$3,700.00	\$7,400.00	\$2,500.00	\$5,000.00	\$3,300.00	\$6,600.00	\$3,800.00	\$7,600.00	\$3,300.00	\$6,600.00
140	Solar Panel Array	12	Unit	\$3,600.00	\$43,200.00	\$2,800.00	\$33,600.00	\$3,200.00	\$38,400.00	\$3,800.00	\$45,600.00	\$3,200.00	\$38,400.00
141	Power Inverter	1	Unit	\$5,100.00	\$5,100.00	\$4,900.00	\$4,900.00	\$4,600.00	\$4,600.00	\$5,200.00	\$5,200.00	\$4,600.00	\$4,600.00
142	Topsoiling, 4" Thick	6,600	S.Y.	\$3.80	\$25,080.00	\$1.70	\$11,220.00	\$1.85	\$12,210.00	\$3.00	\$19,800.00	\$2.00	\$13,200.00
143	Borrow Topsoil	680	C.Y.	\$30.00	\$20,400.00	\$35.00	\$23,800.00	\$55.00	\$37,400.00	\$30.00	\$20,400.00	\$30.00	\$20,400.00
144	Turf Repair Strip	200	L.F.	\$3.01	\$602.00	\$2.00	\$400.00	\$3.00	\$600.00	\$4.00	\$800.00	\$3.00	\$600.00
145	Fertilizing and Seeding, Type A-3	6,522	S.Y.	\$1.00	\$6,522.00	\$0.46	\$2,994.90	\$0.70	\$4,565.40	\$0.50	\$3,261.00	\$0.65	\$4,239.30

SUMMARY OF BIDS



SPECIFICATION NO. 06-01EA-RE-BID

Item No.	Description	Approx. Quantity	Unit	Bidder 1 of 5		Bidder 2 of 5		Bidder 3 of 5		Bidder 4 of 5		Bidder 5 of 5	
				Amount	Unit Price								
146	Fertilizing and Seeding, Type F	652	S.Y.	\$1.00	\$652.00	\$0.45	\$293.40	\$0.80	\$586.80	\$0.50	\$328.00	\$0.65	\$423.80
147	Topsoil Stabilization, Type 1 Mat	1,430	S.Y.	\$2.50	\$3,575.00	\$3.50	\$5,005.00	\$4.00	\$5,720.00	\$3.00	\$4,280.00	\$3.00	\$4,290.00
148	Straw Mulching	6,522	S.Y.	\$0.40	\$2,608.80	\$0.45	\$2,934.90	\$0.24	\$1,565.28	\$0.40	\$2,608.80	\$0.50	\$3,261.00
149	Wood Mulching, 2" Thick	200	S.Y.	\$7.50	\$1,500.00	\$5.00	\$1,000.00	\$4.00	\$800.00	\$4.00	\$800.00	\$5.00	\$1,000.00
150	Mowing	3	Acre	\$150.00	\$450.00	\$750.00	\$2,250.00	\$150.00	\$450.00	\$150.00	\$450.00	\$600.00	\$1,800.00
151	Evergreen Tree, 5-6' Hght, B&B	80	Unit	\$200.00	\$16,000.00	\$195.00	\$15,600.00	\$150.00	\$12,000.00	\$220.00	\$17,600.00	\$300.00	\$24,000.00
152	Small Deciduous Tree, 7-8' High, B&B	50	Unit	\$215.00	\$10,750.00	\$225.00	\$11,250.00	\$150.00	\$7,500.00	\$200.00	\$10,000.00	\$300.00	\$15,000.00
153	Deciduous Shrub, 3-4' High, B&B	150	Unit	\$50.00	\$7,500.00	\$60.00	\$9,000.00	\$50.00	\$7,500.00	\$100.00	\$15,000.00	\$30.00	\$4,500.00
154	Perennial #1 Container	200	Unit	\$30.00	\$6,000.00	\$16.00	\$3,200.00	\$8.00	\$1,600.00	\$16.00	\$3,200.00	\$5.00	\$1,000.00
155	Miscellaneous Concrete	256	C.Y.	\$90.00	\$23,040.00	\$0.01	\$2.56	\$150.00	\$38,400.00	\$225.00	\$57,600.00	\$50.00	\$12,800.00
156	Construction Driveway, Wood Mats	125	S.Y.	\$75.00	\$9,375.00	\$40.00	\$5,000.00	\$50.00	\$6,250.00	\$50.00	\$6,250.00	\$75.00	\$9,375.00
157	Water Service Connection	10	Unit	\$1,000.00	\$10,000.00	\$5,000.00	\$50,000.00	\$1,000.00	\$10,000.00	\$2,950.00	\$29,500.00	\$1,000.00	\$10,000.00
158	Trainees	680	Hour	\$1.00	\$680.00	\$1.00	\$680.00	\$1.00	\$680.00	\$1.00	\$680.00	\$1.00	\$680.00
159	Gabion Wall	265	C.Y.	\$165.00	\$43,725.00	\$300.00	\$79,500.00	\$275.00	\$72,875.00	\$120.00	\$31,800.00	\$330.00	\$87,450.00
				Total Bid	\$8,209,751.89	Total Bid	\$6,773,424.52	Total Bid	\$6,849,909.78	Total Bid	\$7,050,417.15	Total Bid	\$7,652,741.15

8-2-13
date

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

*Project 06-01EA Summary of Bids/06-01EA Summary of Bids/RE-BID

C7

RESOLUTION AUTHORIZING A CONTRACT WITH ARH ASSOCIATES FOR THE CONSTRUCTION MANAGEMENT SERVICES FOR THE RESURFACING AND SAFETY IMPROVEMENTS TO CLAYTON-WILLIAMSTOWN ROAD IN THE BOROUGH OF CLAYTON FOR THE TOTAL AMOUNT OF \$43,950.00

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

WHEREAS, this need for such professional services is relative to the County's road improvement project known as Resurfacing and Safety Improvements to Clayton-Williamstown Road, a.k.a. East Academy Street County Route 610 from Fries Mill Road (CR 655) to Pop Kramer Blvd. in the Borough of Clayton, Gloucester County, Engineering Project #12-02FA, Federal Project No. STP-4024(101) Construction (hereinafter the "Project"); and

WHEREAS, the County requested proposals for such professional services, via RFP-13-037, from interested providers; and evaluated those proposals consistent with the County's Fair and Open procurement process, and consistent with applicable law and regulations; and

WHEREAS, based upon the evaluation of the proposals that were submitted in accordance with the established criteria, it was concluded that ARH Associates (hereinafter "ARH"), with an office address of 850 South White Horse Pike, PO Box 579, Hammonton, NJ 08037, made the most advantageous proposal to provide said services to the County for a total contract amount of \$43,950.00; and

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

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$43,950.00, pursuant to C.A.F. #13-07140, which amount shall be charged against budget line item G-02-12-066-000-12230.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to a contract with ARH for Construction Management and Inspection Services for the Project, as set forth in RFP-013-037, and subject to all conditions and requirements of the specifications for the Project, for a maximum contract amount of FORTY-THREE THOUSAND NINE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$43,950.00), per the prices submitted in ARH's proposal dated June 18, 2013, and contingent upon approval by the New Jersey Department of Transportation.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 21, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C7

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

THIS CONTRACT is made effective this **21st** day of **August 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 **ARH Associates**, with offices at **850 South White Horse Pike, PO Box 579, Hammonton, NJ 08037**, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for Professional Engineering Services in the nature of Construction Management and Inspection Services required for the County's construction of the road improvement project known as "Proposed Resurfacing and Safety Improvements to Clayton-Williamstown Road, a.k.a. East Academy Street County Route 610 from Fries Mill Road (CR 655) to Pop Kramer Blvd. in the Borough of Clayton, Gloucester County," Engineering Project #12-02FA, Federal Project No. STP-4024(101) Construction (hereinafter the "Project"); and

WHEREAS, the County issued RFP-013-037 for the said construction management and inspection services, to which the Contractor responded; and

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

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

TERMS OF AGREEMENT

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

2. COMPENSATION. Contractor shall be compensated in an amount not to exceed **\$43,950.00** for Construction Managements and Inspection Services required by the County for the construction of the Project, as per the specifications issued by the County for the Project (hereinafter the "Specifications"). The Contractor shall bill, and be paid, for its services, based upon the prices set forth in the Contractor's proposal dated June 18, 2013 (hereinafter the "Proposal").

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

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

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason

of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in the County's RFP 013-037 (hereinafter the "RFP"), and the Proposal for the Project, both of which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the proposal documents, the proposal documents shall prevail.

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

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

Contractor acknowledges that the County must be bound by and comply with, and itself agrees to abide and to be bound by, the requirements of C.F.R. 18.13(i)(1) to (13); including:

1. That the County hereby specifically reserves the right to exercise administrative, contractual, or legal remedies in the event Contractor or subcontractor(s) violates or breaches agreed upon contract terms.
2. That the County may terminate this contract, in its discretion, for cause provided said termination is in good faith. Further, Contractor may also, in its sole discretion terminate for convenience.
3. That the County must act in compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
4. That the County must act in compliance with the Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
5. That the County, where applicable, is required to act in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 5).
6. That the County must to act in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act 40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
7. That the County must comply with Notice of awarding agency requirements and regulations pertaining to reporting
8. That the County must comply with Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
9. That the County must comply with awarding agency requirements and regulations pertaining to copyrights and rights in data.

10. That the County must comply with access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. That the County is required to maintain and keep all required records for three (3) years after final payments and all other pending matters are closed.
12. That the County is required to act in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
13. That the County hereby agrees to act in accordance with standards and policies relating to energy efficiency contained in the New Jersey State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

In the event that any provisions in the remainder of this Contract are inconsistent with the foregoing section, the foregoing section controls, with the understanding that this does not mean that the procedure, notification provisions, etc., set forth in the corresponding provisions in the remainder of the contract are not in full force and effect (i.e. termination provision of subparagraph (3) above shall read in the context of, and in pari materia with, the termination provision and procedure set forth in the Contract at paragraph 6.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this **21st** day of **August 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. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ARH ASSOCIATES

By: _____

(Please Print Name)



BASIS OF AWARD

(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)

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

RFP-13-037 –Construction Management – Clayton - Williamstown – ARH

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Technical Proposal contains all required information All required documentation submitted. <u> 5 </u> points	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> Dave Cella PE, Project Manager and good support staff, know County Procedures will and have performed very on past Federal Aid Projects. Know Federal requirements very well. <u> 30 </u> points.	30
C. <u>Relevance and Extent of Similar Engagements performed</u> Have performed excellent on other federally funded projects for the County. Supplied a very good listing of projects <u> 30 </u> points.	30
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u> 35 </u> points. Identified the key federal monitoring requirements. Has a good plan for completing the project, list of tasks	33
TOTALS	98

C8

RESOLUTION AUTHORIZING A CONTRACT WITH ARH ASSOCIATES FOR THE CONSTRUCTION MANAGEMENT SERVICES FOR THE RESURFACING AND SAFETY IMPROVEMENTS TO CENTER STREET IN THE TOWNSHIP OF MANTUA FOR THE TOTAL AMOUNT OF \$44,450.00

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

WHEREAS, this need for such professional services is relative to the County's road improvement project known as Resurfacing and Safety Improvements to Center Street, County Route 603, from 400' North of County Bridge 5-I-1 to Woodbury-Glassboro Road, County Route 553 in the Township of Mantua," Federal Project No. STP-4039(101) Construction, Engineering Project #12-01FA (hereinafter the "Project"); and

WHEREAS, the County requested proposals for such professional services, via RFP-13-036, from interested providers; and evaluated those proposals consistent with the County's Fair and Open procurement process, and consistent with applicable law and regulations; and

WHEREAS, based upon the evaluation of the proposals that were submitted in accordance with the established criteria, it was concluded that ARH Associates (hereinafter "ARH"), with an office address of 850 South White Horse Pike, PO Box 579, Hammonton, NJ 08037, made the most advantageous proposal to provide said services to the County for a total contract amount of \$44,450.00; and

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

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$44,450.00, pursuant to C.A.F. #13-07161, which amount shall be charged against budget line item C-04-07-012-165-12229 for \$6,028.54 and C-04-09-013-165-12229 for \$38,421.46.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest a contract with ARH for Construction Management and Inspection Services for the Project, as set forth in RFP-013-036, and subject to all conditions and requirements of the specifications for the Project, for a maximum contract amount of FORTY-FOUR THOUSAND FOUR HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$44,450.00), per the prices submitted in ARH's proposal dated June 18, 2013, and contingent upon approval by the New Jersey Department of Transportation.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 21, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C8

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

THIS CONTRACT is made effective this 21st day of **August 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 **ARH Associates**, with offices at **850 South White Horse Pike, PO Box 579, Hammonton, NJ 08037**, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for Professional Engineering Services in the nature of Construction Management and Inspection Services required for the County's construction of the road improvement project known as "Resurfacing and Safety Improvements to Center Street, County Route 603, from 400' North of County Bridge 5-1-1 to Woodbury-Glassboro Road, County Route 553 in the Township of Mantua," Federal Project No. STP-4039(101) Construction, Engineering Project #12-01FA (hereinafter the "Project"); and

WHEREAS, the County issued RFP-013-036 for the said construction management and inspection services, to which the Contractor responded; and

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

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

TERMS OF AGREEMENT

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

2. **COMPENSATION**. Contractor shall be compensated in an amount not to exceed **\$44,450.00** for Construction Managements and Inspection Services required by the County for the construction of the Project, as per the specifications issued by the County for the Project (hereinafter the "Specifications"). The Contractor shall bill, and be paid, for its services, based upon the prices set forth in the Contractor's proposal dated June 18, 2013 (hereinafter the "Proposal").

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in the County's RFP 013-036 (hereinafter the "RFP"), and the Proposal for the Project, both of which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the proposal documents, the proposal documents shall prevail.

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

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

Contractor acknowledges that the County must be bound by and comply with, and itself agrees to abide and to be bound by, the requirements of C.F.R. 18.13(i)(1) to (13); including:

1. That the County hereby specifically reserves the right to exercise administrative, contractual, or legal remedies in the event Contractor or subcontractor(s) violates or breaches agreed upon contract terms.
2. That the County may terminate this contract, in its discretion, for cause provided said termination is in good faith. Further, Contractor may also, in its sole discretion terminate for convenience.
3. That the County must act in compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
4. That the County must act in compliance with the Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
5. That the County, where applicable, is required to act in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 5).
6. That the County must to act in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act 40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
7. That the County must comply with Notice of awarding agency requirements and regulations pertaining to reporting
8. That the County must comply with Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
9. That the County must comply with awarding agency requirements and regulations pertaining to copyrights and rights in data.

10. That the County must comply with access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. That the County is required to maintain and keep all required records for three (3) years after final payments and all other pending matters are closed.
12. That the County is required to act in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
13. That the County hereby agrees to act in accordance with standards and policies relating to energy efficiency contained in the New Jersey State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

In the event that any provisions in the remainder of this Contract are inconsistent with the foregoing section, the foregoing section controls, with the understanding that this does not mean that the procedure, notification provisions, etc., set forth in the corresponding provisions in the remainder of the contract are not in full force and effect (i.e. termination provision of subparagraph (3) above shall read in the context of, and in *pari materia* with, the termination provision and procedure set forth in the Contract at paragraph 6.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this **21st** day of **August 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. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ARH ASSOCIATES

By: _____

(Please Print Name)

08

BASIS OF AWARD

(To be completed by County evaluation committee)

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

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

RFP-13-036 –Construction Management – Center St. – ARH

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Technical Proposal contains all required information All required documentation submitted. <u> 5 </u> points	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> ARH has provided very experienced personnel for this project. All have great past county experience and good similar past experience. <u> 30 </u> points.	30
C. <u>Relevance and Extent of Similar Engagements performed</u> ARH has provided many similar projects with similar experience. They have also performed very well on other similar County projects and are very familiar with our procedures <u> 30 </u> points.	30
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u> 35 </u> points. ARH has a very good understanding of the requirements associated with this project and have shown that they are familiar with the Federal requirements by the listing of tasks.	33
TOTALS	98

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RESOLUTION AUTHORIZING APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR THE RECREATIONAL OPPORTUNITIES ACT GRANT, IN THE TOTAL AMOUNT OF \$24,000.00, WHICH INCLUDES A CASH MATCH OF \$4,000.00, FROM SEPTEMBER 1, 2013 TO JUNE 30, 2014

WHEREAS, the County of Gloucester desires to submit a grant application to the New Jersey Department of Community Affairs for a Recreational Opportunities Act Grant for the period from September 1, 2013 to June 30, 2014; and

WHEREAS, the grant application request will enable the Department of Health, Senior and Disability Services, Division of Disability Services to provide inclusive recreational and leisure activities to residents who are blind or visually impaired along with peers without visual or other disabilities; and

WHEREAS, the Department of Health, Senior and Disability, Division of Disability Services, reviews all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County that all data contained in the application and in its attachments is true and correct; and

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

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the amount of grant funds to be requested is \$20,000.00, with a cash match by the County of Gloucester of \$4,000.00, for a total amount of \$24,000.00.

NOW, THEREFORE, BE IT RESOLVED, the Freeholder Director and Clerk of the Board are hereby authorized to execute any and all documents necessary for the filing of the grant application with the New Jersey Department of Community Affairs for the Recreational Opportunities Act Grant, in the amount of \$20,000.00, with a cash match of \$4,000.00, for a total amount of \$24,000.00, from September 1, 2013 to June 30, 2014; and

BE IT FURTHER RESOLVED, the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any additional assurances as may be required; and

BE IT FURTHER RESOLVED, the Department of Health, Senior and Disability Services, Division of Disability Services shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday August 21, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



DI

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore Jr.

TO: Leona Mather

DEPARTMENT: Disability Services

GRANT TITLE: 2014 Recreational Oppourtunitites Act Grant
for Individuals with Disabilities

DATE: August 8, 2013



DEPARTMENT OF HUMAN
SERVICES

CERTIFICATION LETTER

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

DIRECTOR
Lisa A. Cerny

REVIEWED BY: [Signature]
REVIEWED BY: [Signature]
Grants Coordinator

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207
lcerny@co.gloucester.nj.us

FREEHOLDER MEETING: August 21, 2013

www.gloucestercountynj.gov

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

**New Jersey Department of Community Affairs
APPLICATION FOR GRANT FUNDS**

STANDARD GRANT COVER SHEET

2014-05157-0190

1. DCA Program to Which Applicant is Applying: Recreational Opportunities for Individuals with Disabilities 2014			
2. Name of Applicant Agency Gloucester County			
3. Street Address Court House <i>2 South Broad St.</i> Post Office Box 337			
City Woodbury	State New Jersey	Zip Code 08096-0000	County Gloucester
4. Official Contact Person Mr. Calvin McFarland		Title Sr. Program Development A	Phone number (856) 384-6878
5. Program Contact Person Ms. Leona Mather		Title Division of Disability Se	Phone Number (856) 384-6889
6. Proposed Project/Grant Title Eye Deal Connection			
7 Total Cost of the Project \$24,000	8. Requested Amount \$20,000	9. Funds from Other Sources \$4,000	
10. Project Location (if Different from Applicant Agency) *See Program Component Cover Sheet			
11. Vendor Number 216000660-99	12. Employer ID 216000660	13. Tax Exempt ID	
14. Area(s) Benefiting: *See Program Component Cover Sheet			
15. Briefly describe the project for which you are seeking funds. for the Division of Disability Services to continue a planned program of recreational activities, leisure education, computer training, trips and tours, and socialization for residents who are blind or visually impaired along with non-disabled peers.			

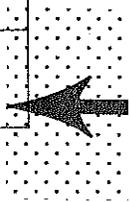
**New Jersey Department of Community Affairs
APPLICATION FOR GRANT FUNDS
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge that:

- a. No grant funds awarded from State and/or Federal appropriations have been paid or will be paid, by or on behalf of the grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this, grant, loan, or cooperative agreement, the grantee shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This form can be found at the following website address: <http://www.hhs.gov/oagam/oam/opportunities/rfp0202/sf111.pdf>.
- c. The grantee shall require that the language of this compliance requirement (certification) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Name of Agency County of Gloucester	
Name and Title of Official Signing for Agency Robert M. Damminger, Freeholder Director	
Signature of Above Official	Date Signed



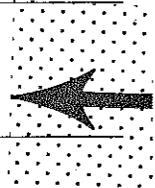
Recreational Opportunities for Individuals with Disabilities 2014
STATEMENT OF MAYOR/COUNTY OFFICIAL

I have reviewed and/or discussed the above proposed grant application with the Named Applicant and make the following statement:

I am in support of this application and will work to integrate this service with others in this community, county and/or region.

COMMENTS

Signature of Mayor or County Official



Name:	Robert M. Damminger
Title:	Freeholder Director
Address:	2 South Broad Street Woodbury, NJ
Zip	08096
Mayor or County Officer	Robert M. Damminger, Freeholder Director

<input checked="" type="checkbox"/> I will/have mailed this attachment	<input type="checkbox"/> I will/have hand delivered this attachment	
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16. a. Will any member of the Board of Directors/Trustees receive any direct or indirect personal or monetary gain from the funding of this grant?

Yes No

b. Does any member of the Board of Directors/Trustees serve on any board, council commission, committee or task force which has regulatory or advising influence on the funding program? Yes No

If yes, please describe:

17. Fiscal Contact Person

Mr. Gary Schwarz

Title

Treasurer and CFO

Phone Number

(856) 853-3322

21. Agency Fiscal Year

01/01 to 12/31

22. Name of CPA Firm Appointed by Grantee

23. **Certification:** The applicant certifies that to the best of his/her knowledge and belief all data supplied in this application and attachments are true and correct. The document has been duly authorized by the governing body of the applicant and further understands and agrees that any grant received as a result of this application shall be subject to the grant conditions and other policies, regulation, and rules issued by the New Jersey Department of Community Affairs which include provisions described in grant applications instructions.

Name and Title of Applicant (Print)

Robert M. Damminger Freeholder Dir.

Signature of Applicant

Date of Application

**New Jersey Department of Community Affairs
APPLICATION FOR GRANT FUNDS**

PROGRAM COMPONENT COVER SHEET

Program Type			
Municipalities/County: Eye Deal Connection			
10. Project Location (if Different from Applicant Agency)			
Blind and Visually Impaired Center			
Street Address			
Shady Lane Home		256 County House Road	
City	State	Zip	Room Number
Clarksboro	New Jersey	08020-0000	Recreation
14. Area(s) Benefiting:			
Gloucester County,			

Program Type			
10. Project Location (if Different from Applicant Agency)			
Street Address			
City	State	Zip	Room Number
14. Area(s) Benefiting:			

Program Type			
10. Project Location (if Different from Applicant Agency)			
Street Address			
City	State	Zip	Room Number
14. Area(s) Benefiting:			

New Jersey Department of Community Affairs
 APPLICATION FOR GRANT FUNDS

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In accordance to Federal Executive Order 12549, "Debarment and Suspension," the undersigned certifies, to the best of his or her knowledge that as an applicant, this agency or its key employees:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal Department or agency, or by the State of New Jersey;
- b. have not within a 3-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense, in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transportation; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. are not presently indicted or for otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- d. have not within 3-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default.

The applicant agrees that by submitting this application, it will obtain from all its subgrantees a certification that includes without modification paragraphs (a), (b), (c), (d), of this certification in accordance with Federal Executive Order 12549.

NAME OF AGENCY <i>County of Gloucester</i>	
NAME AND TITLE OF OFFICIAL SIGNING FOR AGENCY <i>Robert M. Damming, Freeholder Director</i>	
SIGNATURE OF ABOVE OFFICIAL	DATE SIGNED

NOTE: The following document related to Debarment and Suspension as required by Federal regulations will be used as the basis for completion of this certification:

List of *parties excluded* from Federal Procurement or Non-Procurement Programs. This document is distributed by U.S. General Services Administration, U.S. Printing Office, Washington, D.C. This document can be acquired from the Superintendent of Documents by calling (202) 783-3238.

GUIDELINES

Local Match
documented

PS-3

RECREATIONAL OPPORTUNITIES FOR INDIVIDUALS WITH DISABILITIES

The Recreational Opportunities for Individuals with Disabilities (ROID) was established by Chapter 379, Laws of 1977.

Purpose:

The purpose of the ROID grant is to assist local governmental entities in meeting their mandates, under the Americans with Disabilities Act, to include people with disabilities into their municipal and county recreation and leisure services. Each individual has the right to participate with their fellow citizens in their local recreation programs. Local governmental entity needs to provide the necessary accommodations to ensure their full inclusion. The law specifically states:

1. to assist local governments in the commencement or expansion of recreation and leisure services for persons with disabilities.
2. to promote the least restrictive environment in providing recreation and leisure services for persons with disabilities;
3. to reinforce the status of persons with disabilities as members of a total society;

Individuals with Disabilities definition:

Individuals with Disabilities, according to Title I of the Americans with Disabilities Act, are those (1) with a physical or mental impairment that substantially limits one or more of the major life activities of such individuals. For the purposes of this grant, individuals of all ages with the following disabilities qualify:

1. Autistic (pervasive developmental disability which significantly impacts verbal & non-verbal communication & social interaction)
2. Developmentally Disabled (Disability characterized by significantly below average general cognitive functioning existing concurrently with deficits in adaptive behaviors.)
3. Physically disabled (Disability characterized by orthopedically impaired)
4. Learning disabled (perceptually impaired, dyslexia, minimum brain dysfunction etc. A disorder in one or more of the psychological processes involved in understanding and/or using language, spoken or written.)
5. Multiply disabled (having 2 or more disabling conditions)
6. Other Disabling Conditions include
 - Auditorily impaired (deafness or hearing impaired)
 - Visually impaired (blindness or partial sight)
 - Traumatic brain injury
 - Emotionally disturbed

Items not eligible for funded by this grant

While the following items are valuable and necessary items they are not eligible for funding under this grant application.

- Retrofitting restroom
- Making building entrances accessible
- Retrofitting recreation facilities for accessibility
- Purchase of playground equipment
- Purchase of playground safety surfacing
- Respite. While family members may receive respite when their family member participates in

- recreational activities funded by this grant, the purpose of the grant is not respite.
- Transportation. Some recreation programs include the cost of transportation to the activity which is allowed, but transportation is not the purpose of the grant
- Segregated recreation activities

This grant will not fund recreation trips or activities that are unrealistic for the individuals to participate in through their independent finances such as Broadway tickets, trips to Disneyland.

Types of Grants:

There are two (2) grant opportunities.

1. The comprehensive grants are a continuous, integrated recreation and leisure service program which promotes and provides the least restrictive environment for an individual with a disability as an integral and ongoing aspect of a municipality's or county's recreation and leisure services. Examples of comprehensive grants are year round recreational programming and agencies offering multiple services. Typically, these grants have ranged from \$5,000 to \$25,000 in state funds. The maximum award is \$20,000 (state share) for one local government and \$35,000 (State share) for multiple local governments. A county providing multiple services is limit to \$35,000 (state share).
2. Special Event grants are for short term recreation activity. By law a maximum of \$1,000 can be awarded to a municipality and a maximum of \$2,500 can be award to a county for a special event grant. No more than \$25,000 can be awarded as Special event grants. A maximum of five (5) special events grants will be awarded. Examples of special events are one day recreation event, up to four (4) bus trips, and up to six (6) sessions of recreational instruction.

Application for Comprehensive Programs:

The NJ Office of Recreation is seeking applications to fund the development of integrated local government recreation & leisure services programs for people with disabilities. Expansion of current recreation and leisure services will be considered but the priority will be to fund new programs. Applicants should provide programs to people with disabilities in the least restrictive environment. Individuals with disabilities should be integrated into the local community recreation and leisure services programs.

The NJ Office of Recreation is seeking to fund

- Inclusive recreation opportunities
- Programs that focus on individualized recreation choice
- New programs
- Unique/innovative programs

Examples of comprehensive recreation & leisure services programs are:

- continuous recreation and leisure service program
- year-round recreation and leisure service program
- variety of recreation and leisure service program
- Regionalized recreation and leisure service program
- Weekly integrated after-school program for children with disabilities
- Weekly integrated Friday eve recreation program for young adults with disabilities
- Multiple recreation activities throughout the year (i.e. sports, crafts, cooking, etc.)

The program(s) should promote and provide the least restrictive environment for an individual with a disability as an integral and ongoing aspect of a municipality's or county's recreation and leisure services. Agencies should seek to integrate individuals with disabilities into their regular recreation & leisure services programs.

Application for Special Events Programs:

Conducting short term recreation and leisure services is considered a special event program grant. These activities last only one (1) day or a few days. Examples of special event programs are:

- Conducting four (4) bus trips each lasting less than 1 day
- Offering instruction in a recreation activity once a week for six (6) weeks.
- Provide an activity once a quarter
- Providing quarterly socials

The focus of this application is on comprehensive recreation and leisure services, therefore a maximum of five (5) contracts will be awarded as Special Event Grants.

Local Match Requirement:

Contracts awarded to NJ governmental entities require a 20% local match to State funds awarded. The local government must appropriate \$1.00 for every \$5.00 awarded by the State. The match requirement of a local government must be a **cash match** contribution or the salary of the direct recreation program staff, under the provisions of the grant. **In-kind services or costs of your regular, annual governmental budget expenses, are not allowed** by law as a substitute for the cash match requirement. Current administrative staff can't be funded by this grant. Direct recreation program staff costs can be a budget item funded by this grant.

Please document all costs associated with the program you are seeking funding for in this application, under the "Other Sources of Funding" section. Don't include costs not associated with the program you are seeking funding for in this application. You may document more than 20% local match in the "Other Sources of Funding" form in the application.

On the Budget form, only put in the State requested funding amount and the required 20% local match, even if the program costs more. Don't list a match greater than 20% in the budget form.

Eligible Applicants:

The law requires that contracts funded under this Act must be made through a New Jersey governmental entity (municipality or county). The principals of the contract will be the Department of Community Affairs and the respective municipal or county governmental entity. Applicants may perform the services directly or through contractual arrangements with non-profit agencies whose agreements shall comply with the Local Public Contracts Law. All non-profit agencies must have a valid Certificate of Incorporation and Certificate of Good Standing on file with the State. A qualified non-profit agency is eligible to participate in the program through the enactment of an agreement with the respective municipal and/or county government unit. The municipality and/or county government unit must submit the name and address of the non-profit agency to the Department. They must submit a valid Certificate of Incorporation and a Certificate of Good Standing to the Office of Recreation within the Department of Community Affairs. These forms must be mailed to the Department on or before the application deadline of the application. You are required to upload the third party agreement if you are contracting with a private, non-profit for the provision of recreation services.

Funding Considerations:

Highest priority is given to governmental entities' programs rather than to third party private, non-profit programs submitted by a local government. The purpose of the law is to assist governmental entities to commence recreation programs for individuals with disabilities, not to fund non-profit agencies' recreation programs. A nonprofit recreation program, submitted thru a local government, will only receive a grant if extra funds are available. Extra funds are not expected to be available.

Highest priority is given to new programs. Another purpose of the law is to commence recreation programs, not to become the long term funding source for local recreation programs or any program.

Higher priority will be given to the expansion of programs, rather than funding continuing programs.

Higher priority will be given to applications that will provide each person with a disability with their chosen recreation & leisure activities. **(Individual choice)**

Higher priority will be given to **cost effective** programs.

Higher priority will be given to **future sustainability** of the program(s) **without State funds**. A program will only be funded a maximum of three (3) years.

Typically, these grants have ranged from \$5,000 to \$25,000 in state funds. The maximum grant award will be **\$20,000** for an application serving one municipality. The maximum award for applications serving a region (multiple municipalities) is \$35,000. Regional application serving more than one local government should **not submit a proposal for more than \$35,000 (state award)**. Counties that partner with several agencies can request more than \$35,000 in total but not more than \$20,000/ agency.

Sustainability:

This grant is not meant to become your agency's long term funding source for your recreation program. The maximum term of funding for any program is three (3) years

Application Deadline:

Recreational Opportunities for Individuals with Disabilities application **must be submitted electronically** via SAGE on or before **August 30, 2013** to be considered for funding. The signed and certified resolution must be uploaded into the ROID application before submission.

APPLICATION PROCEDURES

1. **The law requires that contracts funded under this Act must be made through a governmental entity (municipality or county).** The principals of the contract will be the Department of Community Affairs and the respective municipal or county governmental entity.

A qualified non-profit agency is eligible to participate in the program through the enactment of a third party agreement with the respective municipal and/or county government unit. The municipality and/or county government unit must upload the third party agreement. They must also mail the Certificate of Good Standing and the Certificate of Incorporation for the third party.

2. A governmental entity that desires to participate in the program is required by law to **submit a formal application** to the Department (formal application form is in SAGE.) Application must be submitted through SAGE by August 30, 2013.

3. The Chief Executive of the governmental entity must affix his/her signature to the formal application. (Mayor for a municipality; County Executive, or Director of Board of Chosen Freeholders, for a county). This must be printed out, signed by the mayor or county executive and uploaded in the mayor section of the SAGE application by the application deadline.

4. A municipality or county that desires to participate in the Recreational Opportunities for Individuals with Disabilities Program is required to **file a Resolution** from the governing body (municipality/Board of Chosen Freeholders), expressing its intent to enter into a formal agreement with the Department of Community Affairs. The Resolution must be included as an upload in the SAGE application by the August 30, 2013 deadline. The proper signatures must be on the resolution. (Sample Resolution is available in SAGE application as a PDF.)

5. The cover sheet must be signed and uploaded into the SAGE application by the application deadline date.

6. Programs must be conducted during State fiscal year (September 1, 2013 - June 30, 2014).

DEADLINE TO APPLY: MUST BE SUBMITTED IN SAGE ON OR BEFORE AUGUST 30, 2013

MANDATORY MEETING: Mandatory ROID technical assistance workshop is scheduled for July 16th and 23rd, 2013. It will be held from 2p.m.-4p.m on both days. A representative from your local government must attend training on one of these dates to be considered for funding. Consultant attendance does not satisfy governmental representative attendance.

EVALUATION OF APPLICATIONS

The Recreational Opportunities for Individuals with Disabilities (ROID) Program was established by law to assist local governments in the commencement or expansion of community-based recreation and leisure services for persons with disabilities. Another purpose is to promote the least restrictive environment in providing recreation and leisure services for persons with disabilities. A minimum of three readers will evaluate each application. Each application is read and evaluated by the readers independently. The panel of readers then meets to discuss their individual ratings and to arrive at a final rating. The Commissioner of the NJ Department of Community Affairs makes the funding decision.

Proposals will be evaluated on the following:

1. Legal Requirements: Each proposal will be reviewed to ensure compliance with legal requirements. **If it does not meet the legal requirements it will not be reviewed for possible funding.**
2. Priority will be given to municipal and county programs
3. Priority will be given to new programs
4. The emphasis is on unique, innovative, &/or individualized, programs
5. Proposal Narrative:
 - a) Documented need for the program (20 points)
 - b) Clear program goal (15 points)
 - c) Specific, measurable and achievable objectives (15 points)
 - d) Detailed program implementation/methodology. (25 points)
 - e) Staff qualifications (5 points)
 - f) Detailed budget costs, allowable budget items, cost effectiveness (15 points)
 - g) Applicant's qualifications (10 points)
 - h) Performance measure (10 points)
 - i) Emphasis is on programs that will become self-sustaining within 3-5 year period (10 points)
 - j) Provision of totally integrated programming (20 points)
7. Ineffective and inefficient use of past funding. (-10 points)

8. Lack of timeliness and inaccuracy of past grant support documents, program and fiscal reports. (-10 points)

E1

**RESOLUTION AUTHORIZING AGREEMENT WITH NJ TRANSIT TO RECEIVE
FFY 2011 NEW FREEDOM ROUND 13 GRANT FUNDS, IN THE TOTAL AMOUNT OF
\$400,000.00, WHICH INCLUDES AN IN-KIND MATCH OF \$200,000.00,
FROM JULY 1, 2013 TO JUNE 30, 2015**

WHEREAS, the Gloucester County Division of Transportation Services, under the Department of Human Services is submitting a project proposal to NJ Transit, Office of the Services Contracts, Local Program Support Unit, an operating administration of the United States Department of Transportation Equity Act for the 21st Century (TEA-21), to receive Round 13 New Freedom grant funds; and

WHEREAS, this funding is specifically for the purpose of transport services to Gloucester County residents relative to employment, literacy, and other activities; and

WHEREAS, said transportation services shall be provided by the Division of Transportation Services (DTS), and include bus transportation and demand-responsive transportation to County residents utilizing the grant funds; and

WHEREAS, the total amount of this agreement is \$400,000.00, with federal funds totaling \$200,000.00 and a County in-kind match of \$200,000.00, for the period July 1, 2013 to June 30, 2015.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of agreement with NJ Transit to receive FY2011 New Freedom Round 13 grant funds, in the total amount of \$400,000.00, with federal funds totaling \$200,000.00 and a County in-kind match of \$200,000.00, from July 1, 2013 to June 30, 2015, being made available through the Federal Transit Administration (FTA) to use in the categories of administration, operating and capital.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on August 21, 2013.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



E1

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Dammingier

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



TO: Mark Seigel

DEPARTMENT: Human Services

GRANT TITLE: FFY2011 Section 5317 New Freedom Agreement

DATE: August 8, 2013

DEPARTMENT OF HUMAN
SERVICES

CERTIFICATION LETTER

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

DIRECTOR
Lisa A. Cerny

REVIEWED BY: [Signature]

P.O. Box 337
Woodbury, NJ 08096

REVIEWED BY: [Signature]
Grants Coordinator

Phone: 856.384.6870
Fax: 856.384.0207

lcerny@co.gloucester.nj.us

FREEHOLDER MEETING: August 21, 2013

www.gloucestercountynj.gov

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



July 3, 2013

Lisa Cerny, Director
Gloucester County Human Services
115 Budd Blvd.
West Deptford, NJ 08096

SUBJECT: FFY 2011 Section 5317 New Freedom (NF) Agreement: Gloucester County

Dear Ms. Cerny:

Attached is an Agreement between NJ TRANSIT and Gloucester County for the FFY 2011 Section 5317 New Freedom Program. Please review and sign (page 12) on both copies of the Agreement and return them to me by August 15, 2013. In addition, please provide an Authorizing Resolution. In the Resolution, you must indicate the source and commitment of your local funds.

When returning the agreement, please remember to attach copies of the Project Summary/Budget, Routes, Schedules, Tariffs, and Equipment in Exhibits A, B, C, D, and E respectively and a Certificate of Insurance indicating a minimum combined single limit liability insurance policy of \$5,000,000. The Certificate should include NJ TRANSIT as a additional insured and include an indemnification clause which provides NJ TRANSIT (and any other party of interest designated by NJ TRANSIT) protection from claims arising out of your service. Also, I also need you to fill-in the anticipated operating/mobility management expenses by line item for the budget in Exhibit F (Monthly Expenditure Report and Reimbursement Request). A fully executed agreement will be returned to you after all required documentation is provided.

The FFY 2011 New Freedom contract will extend from July 1, 2013 until June 30, 2015. If you anticipate this project to extend beyond this date please contact me. Final bills must be submitted by September 30, 2015. All funding is contingent on availability of funds.

Thank you for your continued cooperation. If you have any questions, please contact me at (973) 491-7382.

Sincerely,

James P. Flynn
Community Transportation Administrator

Cc: M.Stock, Senior Director, Community Mobility w/o att.

Encl: 2011 FTA Section 5317 NF Agreement

Monthly RIDERSHIP must be submitted to NJ TRANSIT electronically via S-RIDES

SAMPLE

S-RIDES
ABC Test Agency

Home e-Forms Import Account History

Monthly Ridership

Year: 2011 Month: January Search

Status: SUBMITTED

Filter Data: All Programs

Export Data into Excel

1 Demand Response and Deviated Fixed Route

Program	Demand Response Passenger Trips	Demand Response Subscription Trips	Demand Response Fares	Total Trips for Demand Response	Deviated Fixed Route Passenger Trips	Deviated Fixed Route Fares	Total Trips for Demand Response & Deviated Fixed Route
CASINO	45	5	100	50	25	0	75
COUNTY				0			0
Total	45	5	100	50	25	0	75

2 Customer Trip Purpose

Program	Medical	NonComp. Employment	Comp. Employment	Recreation	Education & Training	Holiday	Shopping & Personal	Other	Total Trips
CASINO	0	50	0	0	0	3	0	25	75
COUNTY									0
Total	0	50	0	0	0	3	0	25	75

3 Customer Characteristics

Program	Senior Ambulatory	Senior NonAmbulatory	Disabled Ambulatory	Disabled NonAmbulatory	Other	Total Trips
CASINO						
COUNTY						
Total						

**LOCAL NEW FREEDOM INITIATIVE
OPERATING AGREEMENT
BETWEEN
NJ TRANSIT CORPORATION
AND
Gloucester County
FFY 2011**

**LOCAL NEW FREEDOM INITIATIVES
OPERATING AGREEMENT
BETWEEN NJ TRANSIT CORPORATION
AND
Gloucester County**

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Exhibit A	Project Summary & Project Budget
Exhibit B	Routes
Exhibit C	Schedules
Exhibit D	Fares / Tariffs
Exhibit E	List of Equipment
Exhibit F	Monthly Expenditure & Reimbursement Form (Operating & Admin.)
Exhibit G	Monthly Ridership and Safety & Security Reports
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Exhibit I	Lobbying Certification
Exhibit J	Debarment & Suspension Certification (check/print website http://epls.gov/)
Exhibit K	NJT Code of Ethics
Exhibit L	ADA Equivalent Certification
Exhibit M	Resolution and Opinion of Counsel
Addendum A	FTA Requirements
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Appendix A	Annual FTA Certifications & Assurances
Appendix B	Verification of Title VI Activities
Appendix C	USDOL Employee Protection Certification/Arrangement



**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
NEW FREEDOM PROGRAM GRANT – CFDA 20.521 (SECTION 5317)
OPERATING AGREEMENT FFY 2011
BETWEEN
THE NEW JERSEY TRANSIT CORPORATION
AND
Gloucester County**

THIS AGREEMENT is made on _____, (date to be posted by NJ TRANSIT upon execution of this Agreement,) by and between the New Jersey Transit Corporation (NJ TRANSIT), an instrumentality of the State of New Jersey with offices at One Penn Plaza East, Newark, NJ 07105, and Gloucester County (SUBRECIPIENT) with offices at 115 Budd Blvd., West Deptford, NJ 08096;

WHEREAS, Section 5317 pursuant to a U.S. Department of Transportation (USDOT), Federal Transit Administration (FTA) New Freedom Program Grant (CFDA 20.521) competitive grant program provides for 50% operating assistance and 80% mobility management/planning/capital/equipment assistance to support new public transportation services and public transportation alternatives beyond those required by the ADA of 1990 that assist individuals with disabilities with transportation, including transportation to and from jobs and employment support services;

WHEREAS, the Governor of the State of New Jersey has designated NJ TRANSIT to receive and distribute these Federal funds to eligible SUBRECIPIENTS under this program; and

WHEREAS, NJ TRANSIT has applied to the FTA on behalf of the SUBRECIPIENT; and

WHEREAS, the FTA approved the project submitted to NJ TRANSIT by SUBRECIPIENT and included in NJ TRANSIT's Consolidated Section 5317 Competitive Grant Application;

WHEREAS, the Board of Directors of NJ TRANSIT has authorized the execution of contracts, with the SUBRECIPIENT, related to the administration of these funds; and

WHEREAS, the amount of Federal funds to be reimbursed to the SUBRECIPIENT shall not exceed \$200,000.00 federal funds allocated to the project and are to be matched by Gloucester County with not less than \$200,000.00 ;

WHEREAS, this Agreement is solely for the purpose of allocating funds, expenses, and responsibilities for the SUBRECIPIENT's Operating assistance for public transportation; and

THEREFORE, in consideration of the mutual agreements and covenants herein set forth, NJ TRANSIT and the SUBRECIPIENT agree as follows:

INTENT AND PURPOSE:

The purpose of this Agreement is for the operating service as described in **Exhibits A, B, and C**. Project covered by this Agreement is for **Operating Assistance** in the amount as follows:

Operating Assistance:

Federal Amount Awarded: \$200,000.00

Local and Matching Funds: \$200,000.00

Total Amount: \$400,000.00

Grant Year: FFY 2011 FTA Funds

Description: Operate New Freedom route deviation and/or demand response services for people with disabilities to places of employment, training, education and to enhance full participation in society (open to general public).

1. FINANCIAL ADMINISTRATION

Payment will be made by NJ TRANSIT to the SUBRECIPIENT based upon submittal by the SUBRECIPIENT of a properly executed Monthly Invoice and itemized statement of actual costs incurred. The Monthly Invoice and itemized statement should be submitted no later than forty-five (45) days from the last day of the month in which the operation expenses were incurred. The SUBRECIPIENT must use the most up-to-date Monthly Invoice form that was provided by NJ TRANSIT.

NJ TRANSIT will pay the SUBRECIPIENT for actual costs incurred for approved project equipment/planning, all subject to the availability of funds. NJ TRANSIT may withhold payments due to the SUBRECIPIENT if the SUBRECIPIENT fails to comply with this Agreement.

Unless otherwise determined by the specific guidelines established for projects funded through the Federal Section 5317 Grant Program or by this Agreement, contract cost principles and procedures for reimbursement will be in accordance with the applicable portions of 49 C.F.R. Part 18 or C.F.R. Part 19 as applicable.

a. Period of Availability of Funds

Operating:

For this Agreement, the period of availability of funds is from July 1, 2013 through June 30, 2015.

The SUBRECIPIENT must notify NJ TRANSIT in writing the official start date. The SUBRECIPIENT will provide public transportation services and the administrative oversight of such operation in accordance with the attached EXHIBITS and Addendums, which are incorporated herein by reference. The services included in the Project Summary and Grant Budget (EXHIBIT A) shall be provided over the routes set forth in EXHIBIT B, under the schedules set forth in EXHIBIT C, in accordance with the fares/tariffs listed in EXHIBIT D, and with the equipment set forth in EXHIBIT E. Any changes in service during the term of this Agreement must be approved in advance and in writing by NJ TRANSIT, except that SUBRECIPIENT agrees to deviate from its standard fixed route service, described in EXHIBIT B, to accommodate people with special needs, upon advance reservation. After the deviation, service will return to the original point of departure from the route and then continue operation. Information regarding the availability of such service deviation must be made available to the public (via printed materials and/or website).

b. Matching or Cost Sharing - Operating

For this Agreement, the SUBRECIPIENT will provide matching funds, as outlined in the application for New Freedom funds, in the amount of \$200,000.00 (50% of NF operating funds are local match).

b. Amount of Funds

The amount of Federal funds to be reimbursed to the SUBRECIPIENT during the term of this Agreement shall not exceed \$200,000.00

c. Allowable Cost/Program Income

The cost of the project will be the amount stated in the latest approved Project Budget, and will be borne in the manner described therein. SUBRECIPIENT agrees that it will utilize project revenues together with grant monies to meet the actual project costs. Total budget: \$400,000.00 (FTA \$200,000; Local Match \$200,000.00). Unless otherwise determined by the specific guidelines established for projects funded through the Federal Section 5317 Grant Program or by this Agreement, contract cost principles and procedures for reimbursement will be in accordance with the applicable portions of 49 C.F.R. Part 18 or C.F.R. Part 19 as applicable.

d. Payment

Payment will be made by NJ TRANSIT to the SUBRECIPIENT based upon submittal by the SUBRECIPIENT of a properly executed Monthly Expenditure and Reimbursement Request form

Exhibit F and an itemized statement of actual costs incurred. The Monthly Expenditure and Reimbursement Request form and itemized statement should be submitted no later than forty-five (45) days from the last day of the month in which the operation expenses were incurred. The SUBRECIPIENT must use the most up-to-date Monthly Expenditure Report and Reimbursement Request form that was provided by NJ TRANSIT.

NJ TRANSIT will pay the SUBRECIPIENT for actual costs incurred for operating service and the administration of the service all subject to the availability of funds. NJ TRANSIT may withhold payments due the SUBRECIPIENT if the SUBRECIPIENT fails to comply with this Agreement.

Unless otherwise determined by the specific guidelines established for projects funded through this program or by this Agreement, contract cost principles and procedures for reimbursement will be in accordance with the applicable portions of 49 C.F.R. Part 18 or C.F.R. Part 19 as applicable.

2. OBLIGATION TO PERFORM

The SUBRECIPIENT agrees that:

1. For the period of this Agreement the SUBRECIPIENT will not, unless otherwise approved in writing by NJ TRANSIT, initiate, take, or prosecute, and it will actively resist any proceedings before any other State or Federal Agency or court for any order, approval, judgment, decree, or other judgment decree, or other action impairing or limiting the rights, powers, or capacity of the SUBRECIPIENT to carry out and perform its obligation under this Agreement.
2. SUBRECIPIENT will petition and prosecute proceedings before appropriate regulatory agencies and courts to secure and keep in effect all approval, order and other authority necessary for the SUBRECIPIENT to fulfill its obligations incurred under this Agreement.

a. Contracts under this Agreement

Unless otherwise authorized in writing by NJ TRANSIT, the SUBRECIPIENT shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment or change order hereto, obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written authorization of NJ TRANSIT.

b. Competition

The SUBRECIPIENT certifies that it will not operate the contract service in competition with any autobus regular route service.

3. OBLIGATION TO COMPLY

The SUBRECIPIENT assures that it will comply with all applicable Federal statutes, regulations, executive orders, FTA circulars, and other Federal requirements in carrying out any project supported by an FTA grant or cooperative agreement. The SUBRECIPIENT must also comply with any NJ TRANSIT memorandums, directives, policies and procedures, State Management Plan, and Expenditure and Reimbursement Guidance and Technical Assistance Binder. The SUBRECIPIENT agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FTA. The SUBRECIPIENT recognizes that Federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The SUBRECIPIENT agrees that the most recent Federal requirements will apply to the project, unless FTA issues a written determination otherwise.

4. REPORTS, RECORDS, RETENTION AND ENFORCEMENT

a. Establishment and Maintenance of Accounting Records

The SUBRECIPIENT shall establish and maintain, in accordance with requirements established by NJ TRANSIT, separate accounts for the project, either independently or within its existing accounting system, to be known as the Project Account.

b. Documentation of Project Costs

All charges to the Project Account shall be supported by properly executing invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges, in accordance with the rules and regulations of NJ TRANSIT.

c. Check, Orders and Vouchers

Any check or order drawn by the SUBRECIPIENT with respect to any item which is or will be chargeable against the Project Account will be drawn in accordance with a properly signed voucher then on file in the office of the SUBRECIPIENT stating in proper detail the purpose for which check or order is drawn. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

d. Monitoring and Reporting Program Performance

The SUBRECIPIENT shall submit to NJ TRANSIT monthly Ridership and Safety & Security reports by the dates and in the form set forth in (Exhibit G); and on a yearly basis information for its annual National Transit Database submission to FTA (Exhibit H). These reports shall be submitted by the date and on the forms provided by NJ TRANSIT. The SUBRECIPIENT shall also provide, as NJ TRANSIT may request, additional information NJ TRANSIT deems necessary. The SUBRECIPIENT shall also prepare and file, by the prescribed date, any and all reports required to be filed with any Federal, State or other funding or regulatory authority by reason of the operation of the contract service.

e. Audit

The SUBRECIPIENT agrees that he/she will retain in his/her files all payroll records, and other documentation pertaining to work under this Agreement for a period of at least three (3) years after payment of the final voucher by the Federal Government or NJ TRANSIT as provided by applicable Federal and state statutes and regulations. The SUBRECIPIENT further agrees that NJ TRANSIT, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives may have access to these records for purposes of audit during normal business hours within the retention period.

f. Drug and Alcohol Testing

As required by FTA regulations "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" the SUBRECIPIENT agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 40 and 655, produce all documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State of New Jersey, or NJ TRANSIT, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process. This policy and procedures shall be provided to NJ TRANSIT and be approved for compliance prior to the date beginning operations. The SUBRECIPIENT agrees further to certify annually its compliance with Part 655 before July 1 as part of the annual application process and to submit the Management Information System (MIS) reports before February 11 of each year to Mr. Daniel W. Ryan, Paratransit Training and Equipment Compliance Administrator, NJ TRANSIT, Office of Local Programs and Minibus Support, One Penn Plaza East, Newark, NJ 07105-2246.

Charter Quarterly Reports

The SUBRECIPIENT must comply with the new Charter Rules 49 CFR Part 604 issued January 14, 2008. If a SUBRECIPIENT does provide any charter service they must complete a quarterly charter report and submit this form to NJ TRANSIT

g. Notification

The SUBRECIPIENT must immediately notify NJ TRANSIT in writing of any change of address and/or primary contact. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted by this Agreement to be made upon, given or furnished it, or filed with one party by another party shall be in writing and shall be delivered by hand or by deposit in the registered mails of the United States, postage prepaid, in an envelope and addressed as follows:

If to NJ TRANSIT:
Marianne Stock
Senior Director, Research and Community Services
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246

If to SUBRECIPIENT:
Contact Person
Address

5. PROJECT EQUIPMENT

The purchase of the project equipment, if applicable to this Agreement, must be completed within the period of availability of funds. The SUBRECIPIENT shall maintain the equipment used in contract service in accordance with the insurance, maintenance, specification, and safety requirements of NJ TRANSIT and the New Jersey Department of Transportation. If the SUBRECIPIENT fails to comply with this Section, NJ TRANSIT may withhold payments due to the SUBRECIPIENT pursuant to **Financial Administration - Payment** of this Agreement.

a. Title

NJ TRANSIT will cause the Project Equipment to be transferred to the SUBRECIPIENT subject to the restrictions on use and disposition set forth hereinafter. The equipment shall be registered in the name of the SUBRECIPIENT during the entire term of the Agreement, and any Certificate of Title shall likewise be in the name of the SUBRECIPIENT. NJ TRANSIT will be listed as first lien holder. The SUBRECIPIENT will be responsible for providing NJ TRANSIT with the original Certificate of Title. The Certificate of Title should be sent via Certified Mail. NJ TRANSIT will retain the original title document until the equipment has satisfied the useful life criteria set forth in section Project Equipment – Useful Life. The SUBRECIPIENT will place upon the equipment identification symbols denoting the SUBRECIPIENT's ownership, which the SUBRECIPIENT will not remove. The following information must appear on the vehicle: "Owned by: (name of SUBRECIPIENT)" and "Operated by: (name of current operator)". Size of the lettering should be two inches (black lettering) and put on both sides of the vehicle. Should the equipment be returned to or repossessed by NJ TRANSIT, the SUBRECIPIENT shall sign the original title as seller of the equipment and transfer the title to NJ TRANSIT.

Title to Project Equipment shall vest in the SUBRECIPIENT, subject to restrictions on use and disposition of the Project Equipment as set forth by NJ TRANSIT or superseding Federal Property Management Standards as set forth in the provisions of section "Sale, Lease, Transfer or Encumbrance".

b. Charges, Fees, and Expenses

The SUBRECIPIENT shall be responsible for the payments for any charges, license fees, inspection fees, or other costs, including gross receipts taxes, highway use taxes, or vehicle excise taxes, imposed upon the Project Equipment or the operation thereof, whether such taxes, charges, fees or other costs are levied against the operator or the owner. The SUBRECIPIENT shall pay, in addition to all expenses, fees and taxes incurred in connection with the titling, licensing, and registration of the equipment, all expenses in connection with the use and portion of the equipment during the term including, but not limited to, fuel, oil, grease, repairs, maintenance, or other expenses thereof.

c. Interest of NJ TRANSIT and the Federal Government

The interest of NJ TRANSIT and the Federal Government in the Project Equipment shall commence on the day the Project Equipment is titled to the SUBRECIPIENT and shall continue in force and in effect until disposed of or until the expiration of its useful life as set forth by NJ TRANSIT.

d. Equipment Inventory

All equipment over \$1,000, including vehicles, must have a permanent tag with the following information Equipment I.D.# (serial, year, manufacturer, body, model, etc.) and if applicable,

Equipment County I.D. #. Also, the SUBRECIPIENT must maintain an up-to-date inventory of all equipment purchased under this grant.

e. Maintenance

The SUBRECIPIENT shall maintain project equipment in good order and repair in conformance with the manufacturer's recommendations so as to maintain any vehicle warranty and insure maximum benefit under said warranty. NJ TRANSIT shall have the right to inspect each unit and the SUBRECIPIENT's proper maintenance of the project equipment. The SUBRECIPIENT shall correct promptly any unsatisfactory items reported by such inspections, provided these may be reasonably considered as deficiencies in maintenance. NJ TRANSIT may order repairs to be made at any time to insure that each piece of project equipment is readily available for safe, efficient, and dependable service in accordance with the requirements of any governmental agency. The SUBRECIPIENT will be permitted to operate project equipment under this Agreement with rented tires and/or batteries, but retreaded or regrooved tires will not be permitted on the project equipment under any conditions or circumstances. NJ TRANSIT reserves the right to order tires removed when tread depth, sidewall deterioration, or deep cuts are deemed to make further operation unsafe.

f. Repairs, Parts and Requirements

The SUBRECIPIENT shall make all necessary repairs to project equipment. The SUBRECIPIENT shall complete such work on a schedule without interruption of scheduled service, subject to delays encountered in receipt of material and parts from suppliers. The design, quality and component parts of repairs will conform to all applicable Surface Transportation Board requirements and to all applicable standards of the Department of Transportation of the State of New Jersey. Replacement parts or units must be factory replacement parts or parts purchased from a reputable supply house that deals in replacement parts equal to or better than original equipment. In no instance will replacement parts be used or permitted which are rated less than manufacturer's specifications.

g. Inspection

NJ TRANSIT shall have the right to inspect all vehicles, facilities and equipment at any time and place during the term of this Agreement, and the results of such inspection shall be given to the SUBRECIPIENT. NJ TRANSIT inspectors shall be permitted entry on the premises of the SUBRECIPIENT without the necessity of written permission, but they shall not enter on the premises of the SUBRECIPIENT without first identifying to the SUBRECIPIENT their status as NJ TRANSIT employees. The making of any inspections shall begin promptly upon production by the SUBRECIPIENT of each unit of equipment and carried through to completion as expeditiously as reasonably possible.

NJ TRANSIT inspectors shall have the right at any time to enter and travel upon project equipment owned or controlled by the SUBRECIPIENT, for the purpose of conducting inspections to determine whether the SUBRECIPIENT is in compliance with this Agreement. NJ TRANSIT shall have the right to inspect the SUBRECIPIENT's records and facilities with respect thereto shall promptly correct any unsatisfactory items reported by such inspection.

h. Loss, Theft, Damage, or Destruction and Settlement

SUBRECIPIENT shall bear all risks of damage, loss, theft, or destruction, whether partial or complete, of the project equipment or any portion thereof, including but not limited to such losses resulting from acts of its employees, servants and agents. Any resulting replacement, repairs, or substitution of parts of project equipment shall be at the cost and expense of the SUBRECIPIENT. In the event of any such occurrence, the SUBRECIPIENT shall notify NJ TRANSIT by phone and in writing (via fax # 973-863-4607) within one business day and shall hold the project equipment and records available for disposition. The SUBRECIPIENT shall either repair the equipment to the same standard or condition required under this Agreement or subject to written approval of NJ TRANSIT, replace the original project equipment with another unit of equipment with substantially the same specifications.

Further, the SUBRECIPIENT shall obtain, pay for, and maintain insurance to cover all risks of damage, loss, theft, or destruction, partial or complete, of the project equipment or any portion thereof, in an amount approved in writing by NJ TRANSIT; provided, however, that the maintenance of such a policy of insurance shall not relieve the SUBRECIPIENT of any liability under this section where the damage, loss, or destruction is greater than the insurance coverage.

- i. No Abatement or Set-Off
Sums payable by the SUBRECIPIENT to NJ TRANSIT under any provisions of this Agreement shall not be subject to any abatement defense, set-off, counterclaim or recitment whatsoever, by reason of damage to or loss destruction of the project equipment or any part thereof or by reason of any interruption, from whatever cause, in the use, operation, or possession of the project equipment or any part thereof.
- j. Useful Life
NJ TRANSIT is responsible for establishing minimum life standards for vehicles acquired under its programs establishing procedures for determining fair market value, and developing policies and procedures for maintenance of vehicles. Vans have a useful life of 4 years or 100,000 miles; minibuses have a useful life of 5 years or 150,000 miles; and buses (larger than minibus) have a useful life of 7 years or 200,000 miles. If Project Equipment is funded under this Agreement, this Agreement will remain in force for the entire useful life of the Project Equipment and will remain in effect until there is no remaining federal interest in the equipment.
- k. NJ TRANSIT Warranties
NJ TRANSIT makes no warranties, expressed or implied, as to the equipment leased and assumes no responsibility for the condition of the equipment herein leased.
- l. Warranty
The SUBRECIPIENT shall report to NJ TRANSIT and to the manufacturer, in writing, each and every defect in a new vehicle to insure maximum benefit under the warranty. The SUBRECIPIENT shall in no way jeopardize the warranty on new equipment, and will make such equipment available to the sales or service representatives of the manufacturer upon request. The SUBRECIPIENT is hereby appointed as NJ TRANSIT's agent for the enforcement of any warranty provisions for the equipment. NJ TRANSIT will not reimburse any repairs under this Agreement that are covered under any manufacturer warranty.
- m. Sale, Lease, Transfer or Encumbrance
The SUBRECIPIENT shall not sell, lease, transfer, or otherwise dispose of or encumber the Project Equipment without the prior written consent of NJ TRANSIT. The SUBRECIPIENT shall not part with possession or control of the Project Equipment without the prior written consent of NJ TRANSIT. In the event of a discrepancy between this Section 5(m) and Section 20 or **Addendum B**, Section 5(m) shall govern.

6. ADVERTISING, SIGNS AND MARKETING

a. Advertising & Signs

Advertising shall not be permitted upon any unit of equipment leased hereunder except by written consent of NJ TRANSIT. Contracts for advertising in existence at the time of execution of this lease are exempt from this section. However, all renewals or future contracts for advertising shall be subject to prior approval of NJ TRANSIT. Where NJ TRANSIT consents to such advertising, any revenues received by the SUBRECIPIENT must be placed in the Project Account set forth in Establishment and Maintenance of Accounting Records and must only be applied to the operation of the equipment as provided in that section.

b. Marketing And Public Outreach Documentation

Any marketing and public outreach material (i.e. schedules, timetables, flyers, videos, TV ads, radio announcements, internet, website, or any other public outreach material) that is developed to advertise the services funded by this grant must be reviewed and approved by NJ TRANSIT before it is final regardless of who funds it. Any changes that are made to any marketing and outreach material during the course of the project that were previously approved, must also be reviewed and approved by NJ TRANSIT. NJ TRANSIT must see the final version of the marketing material before it is advertised. Also, NJ TRANSIT must receive copies of the final marketing material. If the SUBRECIPIENT fails to comply with this requirement, they will be fully responsible for the cost of revising any marketing and public outreach material that was not reviewed by NJ TRANSIT.

c. Press Releases, Publications, Announcements, And News Articles

NJ TRANSIT must be notified immediately of any articles or news coverage regarding this grant funded program that appear in a newspaper, report or any other forms of media and if applicable, a copy of that coverage must also be forwarded.

7. INTEREST OF MEMBERS OF CONGRESS AND SUBRECIPIENT

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom. No member, officer, employee of the SUBRECIPIENT during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

8. NON-DISCRIMINATION

The provisions of N.J.S.A. 10:2-1 THROUGH 10:2-2 and N.J.S.A.10:5-31 et seq. (L. 1975, c.127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto and the provisions set forth in the regulations, are hereby made a part of this Agreement.

9. TITLE VI REQUIREMENTS

SUBRECIPIENTS will be required to send NJ TRANSIT a nondiscrimination assurance included in their annual notice of certifications and assurances. SUBRECIPIENTS must maintain a description of any complaints alleging discrimination in service delivery filed within the past year together with a statement of status or outcome of each such complaint. SUBRECIPIENTS must provide the estimated number of minority group persons that it will serve. This information can be obtained by any appropriate means that will ensure inclusion of the numbers as part of each project application.

10. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

All subrecipients must be in compliance with FTA's Equal Employment Opportunity (EEO) requirements of Executive Order No. 11246, as amended. If any SUBRECIPIENT meets the threshold specified in that circular (receipt of \$1,000,000 or more in the previous Federal fiscal year, and 50 or more mass transit related employees) it must submit an EEO program. The state may require any documentation it deems necessary from SUBRECIPIENTS to ensure that they do not discriminate in employment on the basis of race, color, creed, national origin, sex, age, or disability. SUBRECIPIENTS that are required to submit an EEO program should submit the program to NJ TRANSIT. NJ TRANSIT will review SUBRECIPIENT programs during a site/desk audit or other compliance review.

11. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The SUBRECIPIENT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S.D.O.T. assisted contracts. Failure by the SUBRECIPIENT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as NJ TRANSIT deems appropriate. For those SUBRECIPIENTS utilizing federal funding for contracting opportunities see Addendum B for DBE requirements for race-conscious federal procurement activities. NJ TRANSIT will review all SUBRECIPIENT's bid specifications to ensure compliance and at that time set the required DBE goal for the contract.

12. SECTION 504 AND ADA REPORTING

Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, prohibits discrimination on the basis of disabilities by SUBRECIPIENTS of Federal financial assistance. In addition, the Americans with Disabilities Act of 1990, as amended (ADA), specify Federal civil rights of individuals with disabilities. SUBRECIPIENTS must comply with 49 C.F.R. Parts 27, 37, and 38, implementing ADA and amending the Section 504 rule. Among other requirements, the regulations: prohibit discrimination against individuals with disabilities; require that vehicles acquired be accessible to and usable by individuals with disabilities, including individuals using wheelchairs (with limited exceptions for demand responsive systems providing equivalent service to individuals with disabilities or a demonstration of inability to obtain an accessible used vehicle despite good faith efforts to do so); and require that public entities operating fixed route transit plan for and provide complementary paratransit for individuals with disabilities who cannot use accessible fixed route transit.

All vehicles acquired with project funds must be equipped, maintained, and operated in accordance with the regulations. SUBRECIPIENTS must ensure that service provided does not discriminate against

individuals with disabilities. In addition, subrecipients of any FTA funds should be aware that they also have responsibilities under other provisions of ADA in the areas of employment, public accommodations, and telecommunications.

13. SECTION 5333 WARRANTY

The SUBRECIPIENT certifies that in the absence of a waiver by the U.S. Department of Labor, the terms and conditions of the Section 5333 Warranty shall apply.

14. WAIVERS

The remedies provided herein in favor of NJ TRANSIT shall be cumulative and not exclusive and shall be in addition to all other remedies existing at law or in equity. The SUBRECIPIENT hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify any of remedies herein, provided to the extent that such waiver is permitted by law. The failure of NJ TRANSIT to exercise the rights granted it hereunder upon any occurrences of any of the contingencies set forth herein shall not constitute a waiver of any right upon the continuation of recurrence of any such contingencies or similar contingencies.

15. TERMINATION

This Agreement may be terminated by mutual agreement of NJ TRANSIT and the SUBRECIPIENT upon demonstration of just cause and extenuating circumstances. At any time prior to the completion of contract services, NJ TRANSIT may terminate this Agreement by giving not less than thirty (30) days prior written notice by registered mail. If this Agreement is terminated in this fashion before project completion, payment to the SUBRECIPIENT will be made promptly for the amount of any fees earned to the effective date of the notice of termination less any payment previously made. If any provision herein is held invalid by a court of competent jurisdiction, it shall be considered deleted here from and shall not invalidate the rest of this Agreement.

16. INSURANCE AND INDEMNIFICATION

a. Insurance

The SUBRECIPIENT shall maintain a minimum combined single limit liability insurance policy of \$5,000,000 with a loss payee endorsement in favor of NJ TRANSIT and any other party in interest designated by NJ TRANSIT. The SUBRECIPIENT shall furnish NJ TRANSIT with certificates of insurance or written evidence of insurance indicating coverage in amounts stated herein, which will include NJ TRANSIT as an additional insured party and provide for written notice to NJ TRANSIT within 30 days of cancellation or reduction in the amount stated herein. The maintenance of insurance under this section shall not relieve the SUBRECIPIENT of any liability where liability for injury, death or property damage is greater than the insurance coverage. NJ Transit and its designees are held harmless and protected from any claims arising out of this SUBRECIPIENT service.

b. Indemnification

The SUBRECIPIENT shall have full control of the equipment and/or the operation of the service to be provided under this Agreement. The SUBRECIPIENT shall defend, indemnify, protect and save harmless the State of New Jersey, NJ TRANSIT, their departments, subsidiaries, board, officers, agents and employees, from and against any and all suits, claims, demands or damages of any nature whether for injury to, or death of persons or damage to property arising or claimed to arise from any acts or omissions, whether negligent or not, by the SUBRECIPIENT, its agents, employees all irrespective of whether such acts or omissions are within or beyond the control of the SUBRECIPIENT performing the services provided under this Agreement, including but not limited to costs of investigation, court costs, counsel fees, settlements, judgments or otherwise. In the event of any such claim, demand, or suit against or joining the State of New Jersey, NJ TRANSIT, their boards, officers, agents, and employees arising out of the performance of this Agreement, the SUBRECIPIENT shall assume and take over the investigation and defense thereof as its own cost and expense as set forth above.

17. CODE OF ETHICS

NJ TRANSIT, is governed by a number of civil and criminal laws which control how NJ TRANSIT does business with SUBRECIPIENTS. These provisions include the Conflicts of Interest Law, N.J.S.A. 52:13D-

12; the Gifts to Public Servants Law, N.J.S.A. 2C:27-6; and the Compensation for Past Official Behavior Law, N.J.S.A. 2C:27-4.

No SUBRECIPIENT shall either directly or indirectly pay, offer to pay, or agree to pay any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any NJ TRANSIT Board Member or employee or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such Board Member or employee, or to any partnership, firm, or corporation with which any such Board Member or employee is employed or associated, or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by an NJ TRANSIT Board Member or employee from any SUBRECIPIENT shall be reported in writing forthwith by the SUBRECIPIENT to NJ TRANSIT's Ethics Liaison Officer. (The term "gift" is broadly and widely defined. It includes all things and objects, tangible or intangible, including services, gratuities, meals, entertainment, tickets to events, access to membership clubs, travel costs, and lodging. Simply put, a "gift" is any thing of value.)

Whether or not pursuant to employment, contract or other agreement, expressed or implied, no SUBRECIPIENT may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, or sell any interest in such to any NJ TRANSIT Board Member or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to NJ TRANSIT or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to NJ TRANSIT's Ethics Liaison Officer who will consult with the Executive Commission on Ethical Standards and the Office of the Attorney General about further action. The Executive Commission may, upon application of the NJ TRANSIT Board Member or employee, grant a waiver of this restriction upon a finding that the present or proposed relationship does not present a potential, or actual appearance of a conflict of interest.

No SUBRECIPIENT shall influence, or attempt to influence or cause to be influenced, any NJ TRANSIT Board Member or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of any Board Member or employee.

No SUBRECIPIENT shall influence, or attempt to influence or cause to be influenced, any NJ TRANSIT Board Member or employee to use, or attempt to use, his official position in any manner to secure unwarranted privilege or advantage for the SUBRECIPIENT or any other person.

No SUBRECIPIENT may offer any NJ TRANSIT Board Member, employee or family member any gift, payment, loan or other thing of value regardless of whether it might be reasonably inferred that such gift, payment, loan, service or other thing of value was given or offered for the purpose of influencing the Board Member or employee in the discharge of his or her official duties. In addition, Board Members, employees or family members of NJ TRANSIT are not permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events, wagers or other item or consideration which could be construed as having more than nominal value.

Failure of SUBRECIPIENTS to comply with this policy will subject them to debarment pursuant to N.J.A.C. 16:72-4.1.

18. CONSCIENTIOUS EMPLOYEE PROTECTION ACT

The SUBRECIPIENT will be subject to the provisions of the New Jersey Conscientious Employee Protection Act which states that it is unlawful for an employer, whether public or private to discharge, suspend or demote an employee when: a) the employee discloses, or threatens to disclose, to a supervisor or a local government, a policy, activity, or practice of the employer that the employee reasonably believes is unlawful; b) the employee provides information to, or testifies before a public body conducting an investigation or inquiring into the employer's violations of a law, rule, or regulation; or, c) the employee objects to, or refuses to participate in, any activity, policy, or practice which the employee reasonably believes is unlawful, fraudulent or criminal, or incompatible with a clear mandate of public policy concerning public health, safety or welfare.

19. **PROCUREMENT**

NJT does not purchase capital equipment directly under this program with the exception of vehicles. The Subrecipient may use allocated federal funds for other capital purchases excluding vehicles. Any capital purchase greater than \$1,000 needs the prior approval of NJ TRANSIT. SUBRECIPIENTS must submit all specifications, RFPs, IFBs and any other procurement documentation to NJ TRANSIT for review and approval **prior** to advertising or going out to bid. Subrecipients shall also sign up and use FTA RTAP Procurement Pro www.nationalrtap.org prior to bidding for purchase of goods and services.

SUBRECIPIENTS that are local governments must comply with the same Federal requirements governing state procurements. SUBRECIPIENTS must comply with the Third Party Contracting Requirements of FTA Circular 4220.1F in the solicitation, award and administration of its third party contracts. Subrecipients must ensure that all third party contracts contain the required contract clauses. The actual forms that need to be completed relating to third party contracts can be found in the ProcurementPro, a web-based application funded by the national Rural Transit Assistance Program (National RTAP).

Procurements and third party contracts and subcontracts must comply with DBE program requirements (see **Addendum B**).

SUBRECIPIENTS who fail to comply with any of the above procedures will forfeit the right to be reimbursed using project funds.

20. **REQUIRED DOCUMENTATION**

NJ TRANSIT requires annual affirmations, signed by the SUBRECIPIENT's legal authority certifying compliance with the following obligations in order for this Agreement to be fully executed : Certification Regarding Lobbying Restrictions (**Exhibit I**); Certification Regarding Debarment and Suspension (**Exhibit J** and printout from website <http://epls.gov/>; Code of Ethics (**Exhibit K**); ADA Certification (**Exhibit L**); Resolution and Opinion of Counsel (**Exhibit M**); FTA's Annual Certifications and Assurances (**Appendix A**), and Title VI Activities and Monitoring Procedures (**Appendix B**).

21. **FTA STANDARD CONTRACT CLAUSES**

All required Federal Transit Administration (FTA) Contract clauses set forth as part of the Federal Requirements (**Addendum A**) are hereby incorporated into this Agreement by reference. In the event of a conflict between a FTA clause and a provision of this Agreement, the former shall govern.

22. **MODIFICATION**

This Agreement may be modified only by written agreement of the parties.

23. **U.S. Department of Labor Addendum**

All required Department of Labor Contract Clauses set forth as part of the letter from the U.S. Department of Labor are hereby incorporated into this Agreement by reference in (**Appendix C**).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SUBRECIPIENT:

Signature: _____

Name (Print/Type): Robert M. Damminger

Title of Subrecipient Official: Freeholder Director

Date: _____

ATTESTED BY:

Signature: _____

Name (Print/Type): Robert N. DiLella

Title of Subrecipient Official: Clerk of the Board

Date: _____

NEW JERSEY TRANSIT CORPORATION:

Signature: _____

Name (Print/Type): Steven H. Santoro

Title of Official: Assistant Executive Director

Date: _____

ATTESTED BY:

Signature: _____

Name (Print/Type): James P. Flynn

Title of Official: Administrator, Community Transportation

Date: _____

John Hoffman
Acting Attorney General of New Jersey

By: _____
Deputy Attorney General

Date: _____

PROJECT SUMMARY & GRANT BUDGET

PROJECT SUMMARY

(Subrecipient to insert a summary of your program/services here **and** specify your “route deviation policy”).

New Freedom grant funds play an important role in Gloucester County to ensure that people with disabilities and mobility limitations have additional opportunities to access employment and/or essential job training endeavors. The New Freedom grant will provide demand response service to residents who live outside of traditional transportation resources as well as provide transportation to people with disabilities who need additional job skills training.

Gloucester County College started a program “Adult Center for Transition (ACT)” to provide people with disabilities the essential work/life skills to engage in a more productive life. DTS is offering demand response transportation to this site and has also expanded its sheltered workshop transportation via New Freedom grant funds. Currently New Freedom funding pays for Gloucester County’s Vocational Route III.

Route Deviation is implemented according to training, work or educational-related destinations requested through DTS’ application process (copies of vocational training, work-related and school-related applications attached).

GRANT BUDGET

Operating

\$400,000

Non-Operating

NONE

LIST FUNDING SOURCES AND AMOUNTS (FTA and Matching Funds)

FTA	Match	TIF/DHS	TIF Match
\$ 200,000	\$200,000	\$	\$



July 8, 2013

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore, Jr.



DEPARTMENT OF HUMAN
SERVICES

DIVISION OF
TRANSPORTATION
SERVICES

DIRECTOR
Lisa Cerny

ACTING COORDINATOR
Mark Seigel

115 Budd Boulevard
West Deptford, NJ 08096

Phone 856.686.8355
Fax 856.686.8361

www.gloucestercountynj.gov

New Jersey Relay Service -- 711
Or Toll Free @ 1.800.852.7897

Dear Vocational Transportation Applicant:

The Division of Transportation Services (DTS) program under the Gloucester County Department of Human Services provides a limited amount of transportation service to eligible disabled persons to vocational training sites. The service is provided on a space-available basis.

Although you will be placed on a waiting list, DTS still urges you to complete the enclosed application. DTS will do its' utmost to serve you in the future. Please complete your application and mail to:

Gloucester County Department of Human Services
Attn: Division of Transportation Services
115 Budd Boulevard
West Deptford, NJ 08096

DTS reserves the right to verify eligibility and to require physician certification.

DTS is a fare-free service sponsored by the Gloucester County Board of Chosen Freeholders. If you have any further questions regarding the DTS program, please feel free to call 686-8355 (Fax #686-8361).

Very truly yours,

Mark Seigel, Acting Coordinator
Gloucester County
Division of Transportation Services

Enclosure

**VOCATIONAL TRANSPORTATION FOR
PERSONS WITH DISABILITIES OF GLOUCESTER COUNTY
REGISTRATION FORM**

NAME OF APPLICANT: _____

STREET ADDRESS: _____

TOWN: _____ **ZIP CODE:** _____ **PHONE #:** _____

EMERGENCY #: _____

EMERGENCY CONTACT PERSON: _____

RELATION TO APPLICANT: _____

TYPE OF DISABILITY (BRIEF DESCRIPTION): _____

JOB, SCHOOL OR TRAINING SITE TO BE TRANSPORTED TO: _____

STREET ADDRESS: _____

TOWN: _____

DAYS PER WEEK ATTENDING: _____

WORKING HOURS: _____

SPECIAL TRANSPORTATION NEEDS (i.e., wheelchair bound): _____

DO YOU USE ACCESS LINK BUS SERVICES TO GET TO WORK?

YES _____ **NO** _____

IF NO, HAVE YOU APPLIED FOR ACCESS LINK SERVICES?

YES _____ **NO** _____

HAVE YOU BEEN DENIED FOR ACCESS LINK BUS SERVICES?

YES _____ **NO** _____

WOULD YOU BE WILLING AND ABLE TO MEET A DTS BUS AT A SPECIFIED PICK-UP POINT RATHER THAN AT YOUR HOME?

YES _____ **NO** _____

IF YES, APPROXIMATELY HOW FAR COULD YOU SAFELY TRAVEL FROM YOUR HOME TO MEET A DTS VEHICLE?

_____ **NO MORE THAN ONE BLOCK**

_____ **WITHIN 1/4 MILE**

_____ **SOMEONE CAN DRIVE ME TO AND FROM
PICK-UP POINT WITHIN 1/2 MILE**

ARE YOU WILLING AND ABLE TO UTILIZE PUBLIC TRANSPORTATION?

YES _____ **NO** _____

HAVE YOU EVER USED PUBLIC TRANSPORTATION?

YES _____ **NO** _____

IF NO, WHY NOT?

THANK YOU FOR COMPLETING THIS TRANSPORTATION QUESTIONNAIRE. PLEASE MAIL TO THE ADDRESS INDICATED ON THE COVER LETTER.

I, the undersigned, understand that this registration form is only an application and does not guarantee transportation services.

SIGNATURE OF APPLICANT: _____

SIGNATURE OF GUARDIAN: _____

Gloucester County Department of Human Services
Division of Transportation Services (DTS)
**WORK RELATED TRANSPORTATION
REQUEST FORM**

DATE OF APPLICATION: _____

NAME: _____

ADDRESS: _____

PHONE: _____

Are you currently, or have recently, received assistance through Gloucester County Division of Social Services?

If yes, what program? _____

Time period receiving assistance: From: _____ To: _____

How are you currently getting to place of employment: _____

Have you ever applied for Access Link? If yes please include if you were approved:

Do you have a temporary or permanent disability? TEMPORARY

PERMANENT

Please indicate mobility devices used:

WHEELCHAIR WALKER

CANE

OTHER, please explain

Location of Employment (name & address): _____

What days are you attending: MONDAY TUESDAY WEDNESDAY
 THURSDAY FRIDAY

Times requesting:

MONDAY _____

TUESDAY _____

WEDNESDAY _____

THURSDAY _____

FRIDAY _____

I understand that completion of this application does not guarantee transportation services.

Signature

Mail Application To:
Gloucester County Department of Human Services
Division of Transportation Services (DTS)
115 Budd Blvd.
West Deptford, NJ 08096
Or Fax: 686-8361

Gloucester County Department of Human Services
Division of Transportation Services (DTS)
**SCHOOL RELATED TRANSPORTATION
REQUEST FORM**

DATE OF APPLICATION: _____

NAME: _____

ADDRESS: _____

PHONE: _____

Do you have a temporary or permanent disability? TEMPORARY
 PERMANENT

Please indicate mobility devices used: WHEELCHAIR WALKER
 CANE
 OTHER, please explain

Location of Education (name & address): _____

What days are you attending: MONDAY TUESDAY WEDNESDAY
 THURSDAY FRIDAY

Times requesting:

MONDAY _____ TUESDAY _____
WEDNESDAY _____ THURSDAY _____
FRIDAY _____

I understand that completion of this application does not guarantee transportation services.

Signature

Mail Application To:
Gloucester County Department of Human Services
Division of Transportation Services (DTS)
115 Budd Blvd.
West Deptford, NJ 08096
Or Fax: 686-8361

EXHIBIT B

**ROUTE DESCRIPTION AND SERVICE SCHEDULE(S)
Provide Current Brochures/Schedules (Highlight New Freedom
Funded Areas)**

See Attachments

- Current Vocational III Route
- Vocational Transportation Registration Form (Exhibit A)

(SUBRECIPIENT TO INSERT AS EXHIBIT)

SERVICES SCHEDULE(S)

(SUBRECIPIENT TO INSERT LANGUAGE OR EXHIBIT)

Please make sure the schedules you are including in this section mention your route deviation policy with any parameters and phone numbers if advance call-in is required).

Gloucester County DTS brochure attached with phone numbers for residents requesting transportation. Information is also included on website @ gloucestercountynj.gov and available through Gloucester County, Department of Human Services, Division of Transportation for access of information and completion of applications.

When requests for work/educational-related trips are received, an application is sent out for completion. These requests can be scheduled, put on a waiting list or added to current bus route if there is space available.

Route deviation is implemented according to job-training, work-related or educational-related destinations requested through DTS' application process (copies of vocational training application, work-related application and school-related application are attached in Exhibit A).

GLOUCESTER COUNTY DIVISION OF TRANSPORTATION
 VOCATIONAL III
 MARCH 2013

* indicates no ride needed due to bowling

DRIVER	WEEK ENDING						
Names & Address	Dest.	Mon.	Tue.	Wed.	Thur.	Fri.	
1.	800 Derius Dr Kings Gate Develop. Mickleton	ABC	AM PM	AM PM	AM PM	AM *	AM PM
<i>* rides to bowling with Vocational IV driver Thursday PM</i>							
2.	283 Dogwood Lane Clarksboro 423-6508	St John	RETURN ONLY				
			PM	PM	PM	PM	PM
3.	1113 N Commerce St Paulsboro	DEAF ABC	AM PM	AM PM	AM PM	AM PM	AM PM
<i>NOT TO BE LET OFF IN PM W/O SUPERVISION</i>							
4.	249 Nassau Ave Paulsboro	ABC	AM PM	AM PM	AM PM	AM PM	AM PM
5.	1410 Swedesboro Ave Paulsboro	ABC	AM PM	AM PM	AM PM	AM PM	AM PM
6.	633 Columbia Blvd. West Deptford	St. John	AM PM	AM PM	AM PM	AM PM	AM PM
7.	272 N Monmouth Ct Thorofare	ABC	AM PM	AM PM	AM PM	AM PM	AM PM
8.	1441 Red Bank Avenue Thorofare	ABC	AM PM	AM PM	AM PM	AM PM	AM PM
9.	205 7 th Street Thorofare	ABC	AM PM	AM PM	AM PM	AM PM	AM PM
10.	845 Lancing Rd. West Deptford	ABC	AM PM	AM PM	AM PM	AM PM	AM PM

7/25/2013 VOC III

GLOUCESTER COUNTY DIVISION OF TRANSPORTATION
 VOCATIONAL III
 MARCH 2013

* indicates no ride needed due to bowling

	Names & Address	Dest.	Mon.	Tue.	Wed.	Thur	Fri.
11.	167 Ford Avenue Woodbury	St. John	AM	AM	AM	AM	AM
			PM	PM	PM	PM	PM
12.	1215 Taft Avenue Woodbury	St. John	AM	AM	AM	AM	AM
			PM	PM	PM	PM	PM
13.	40 Hessian Avenue Woodbury	St. John	AM	AM	AM	AM	AM
			PM	PM	PM	PM	PM

MILEAGE

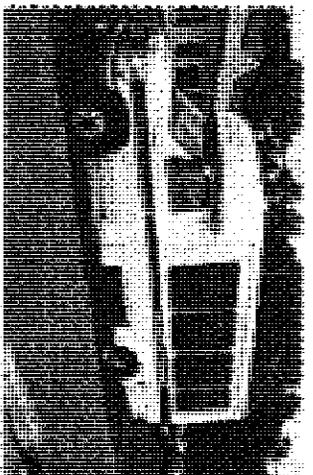
MON	\		\
TUE	\		\
WED	\		\
THUR	\		\
FRI	\		\

*Gloucester County
Division of
Transportation
Services (DTS)
Program Funded By:*

Senior Citizen & Disabled Residents Transportation Assistance Program (SCDRTAP—Casino funding)
Title 3 Older Americans Act Funds
Veterans Transportation Funds
Federal Transit Administration
Title XX Funds / Section 5311 Funds
JARC Funds
New Freedom Funds

**Who is Eligible?
Gloucester County Residents
Who Are:**

- Senior Citizens (60 years and older)
- Permanently or Temporarily Persons with Disabilities
- Veterans
- Dialysis Patients
- Radiation and/or Chemotherapy Patients
- Therapy (Physical/Occupational)
- Children (Under the age of 16 must be accompanied by responsible adult)
- General Public in approved rural areas



OPERATING HOURS

General Information: 856-686-8355
Hours: 8:30am—4:00pm

Schedule a Ride: 856-686-8350

Hours 8:30am – 4:00pm

Schedule a ride at least three (3) working days and no more than one (1) month in advance.

Confirm/Cancel Rides: 856-686-8359

Hours: 6:30am – 4:30pm

Confirm your reservation with DTS one (1) business day prior to your scheduled appointment

Hearing Impaired TTY-TTDD—
Call NJ State Relay - 711

Road Policies

ALL passengers are required to wear seatbelts

No smoking / drinking or eating in vehicles

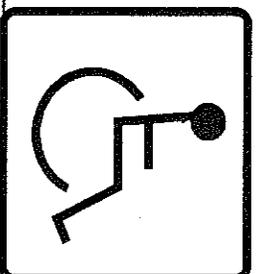
Drivers are not permitted to accept tips. Please ask your driver for a donation envelope.

Passenger Courtesies

Be ready one (1) hour prior to scheduled appointment

Promptly notify dispatcher of any and all cancellations

Be cooperative and courteous



Information on our Transportation Program is available in alternative formats upon request

County of Gloucester Division of Transportation is committed to ensuring that no person is excluded from, or denied the benefits of our services on the basis of race, color, or national origin as protected by Title VI of the Civil Rights Act of 1964, as amended, any person who believes that they have, individually, or as a member of any specific class of persons, been subjected to discrimination on the basis of race, color, or national origin, may file a complaint in writing to the Division of

Transportation Services. To file a complaint, or for more information on County of Gloucester's obligations under Title VI write to: 115 Budd Blvd, West Deptford, NJ 08096 or visit gloucestercounty.nj.gov

Transportation services provided by this agency are in whole or part funded through federal funds received through NJ TRANSTT and as an individual you also have the right to file your complaint under Title VI to NJ TRANSTT by writing to: New Jersey Transit Customer Service – Title VI Division, One Penn Plaza East, Newark, NJ 07105 or visit jtransit.com/diversity. A complaint must be filed within 180 days of the alleged discrimination. Inquiries regarding compliance may be directed to the Division of Disability Services at 856-384-6842/New Jersey Relay Service 711 or the EEO office at 856-384-6903. For more information about DTS, comments and/or concerns, please call **856-686-8355**

GLOUCESTER COUNTY
DIVISION OF
TRANSPORTATION SERVICES

Serving Senior Citizens And Persons
With Disabilities Since 1985
Service Also Available To The General
Public Residing In Rural Areas



Service Sponsored by the Gloucester
County Board of Chosen Freeholders

MUNICIPAL SHUTTLE
BUS CONTACTS

Clayton.....	881-2882 Ext. 122
Deptford.....	228-4719
Franklin.....	694-1952
Glassboro.....	881-1515
Logan.....	467-3424 Ext. 9
Mantua.....	468-1500 Ext. 700
Monroe.....	728-9840
Paulsboro.....	423-1500
Pitman.....	582-4766
Washington Township.....	589-3227
West Deptford.....	845-4004 Ext.137
Westville.....	456-7785
Woodbury.....	853-0892
Woodbury Heights.....	848-2832 Ext. 68
Harrison.....	478-0824 (for 55+ Active Adult Program)

The Municipal Shuttle Buses are available to the general public at no cost. The service provides Gloucester County residents access to nearby shopping facilities, senior lunch programs and area malls.

Lift equipped buses are available. Consult your municipality for schedule information

Visit us online :

www.gloucestercountynj.gov

2013

DTS Features

- Non-Emergency Medical Transportation
- Curb-to-Curb transportation
- Access to Health Care Providers
- Feeder Service to NJ Transit bus service
- Route Deviated Transportation
- Access to essential personal business appointments (i.e., Social Security Office, Division of Social Services, Housing Authority) on a space available basis
- Rural Shopping
- Employment
- LIFT EQUIPPED BUSES

Personal Care Assistants/companions welcomed, advise when scheduling

Service animals, respirators, and portable oxygen tanks permissible

Other Transit Services:

New Jersey Transit Bus Service
(973)275-5555
www.njtransit.com

Access Link Bus Service
1-800-955-2321
Or TT 1-800-955-6765

www.njtransit.com and click on accessible services

Medicaid clients should call:
LogistiCare 1-866-527-9933

FARES / TARIFFS

(SUBRECIPIENT TO INSERT LANGUAGE OR EXHIBIT)

NOT APPLICABLE

(SUBRECIPIENT TO INSERT LANGUAGE OR EXHIBIT)

LIST OF EQUIPMENT

<u>Vehicle No.</u>	<u>Make</u>	<u>Year</u>	<u>Serial VIN Number</u>	<u>Plate No.</u>
--------------------	-------------	-------------	--------------------------	------------------

NOTE: All vehicles contain accessibility features including a wheelchair lift.

SEE ATTACHED LISTING OF DTS VEHICLE FLEET

		July 11, 2013		COUNTY OF GLOUCESTER COMPLETE VEHICLE INVENTORY											
LICENSE	PLATE #	VIN NUMBER	MILEAGE	FUNDING SOURCE	VEH. MFR.	VEH. CAP.	IN SERVICE DATE	REIRE DATE	VEHICLE COST \$	VEH. YEAR	TYPE OF FUEL	W/C ACCESS.	NJT #		
#7	G392CG	1FAPF58222A164037	82,183	Title XIX	Ford SW		Jan-02	2015	\$17,984	2002	Gas	N/A			
#24	M233CG	1D4GP24R15B246729	153,257	Casino	Dodge SW		Sep-04	2013	\$20,105	2005	Gas	N/A			
#65	CG17519	4UZAACB84CN81476	81,890	Flex	Freight. Bus	18+2	Sep-04	2015	\$85,959	2004	Diesel	2			
#27	M224CG	1DFGP24R85B246730	168,400	Casino	Dodge SW		Oct-04	2013	\$20,105	2005	Gas	N/A			
#28	M663CG	2FMZA51668A22849	103,045	Casino	Ford MV		Dec-05	2014	\$20,105	2006	Gas	N/A			
#68	CG17556	1FDXE45S38HA32934	137,488	Casino	Ford Bus	16+2	Feb-06	2013	\$56,000	2006	Diesel	2			
#69	P282CG	1BABDCKA96F227742	79,819												
#71	P283CG	1BABDCKA06F227743	75,955	5309	Ford Bus	22+2	Jun-06	2013	\$72,000	2006	Diesel	2	CS-622		
#72	E221CG	1FDWE35P46HA69167	97,689	5309	Ford Bus	22+2	Jun-06	2013	\$72,000	2006	Diesel	2			
#73	R221CG	1FDXE45P46HB07829	96,587	JARC	Ford Bus	12	Jun-06	2013	\$54,500	2006	Diesel	N/A			
#2	N855CG	1D4GP24E97B203398	76,937	5310	Ford Bus	17+2	May-07	2015	\$54,000	2006	Diesel	2			
#3	N854CG	1D4GP24E77B203397	103,001	Casino	Dodge SW		Feb-07	2014	\$18,780	2007	Gas	N/A			
#77	R635CG	1FDXE45P47DA65476	102,628	Casino	Dodge SW		Feb-07	2014	\$18,780	2007	Gas	N/A			
#41	U677CG	1GBJG316X81173913	140,115	Casino	Ford Bus	14+2	Sep-08	2013	\$56,000	2008	Diesel	2			
#46	U676CG	1GBJG316481174085	87,887	5310	Chevy Bus	12+1	Sep-08	2014	\$52,500	2008	Diesel	1	16-1262		
#78	U171CG	1FD3E35P28DA42871	102,890	5310	Ford Bus	12+1	Feb-08	2014	\$52,500	2008	Diesel	1	16-1263		
#79	U172CG	1FD3E35P48DA42872	117,617	Casino	Ford Bus	12+2	Feb-08	2014	\$52,977	2008	Diesel	2			
#30	CG12330	1GBJG316X91161617	75,362	Casino	Ford Bus	12+2	Oct-09	2015	\$52,977	2009	Diesel	2			
#31	CG12331	1GBJG316X91162427	70,686	5310	Ford Bus	12+1	Oct-09	2015	\$56,000	2009	Diesel	1	16-1343		
#32	CG12332	1GBJG316291162082	55,671	5310	Ford Bus	12+1	Oct-09	2016	\$56,000	2009	Diesel	1	16-1344		
#33	CG12333	1GBJG316491162228	76,423	5310	Ford Bus	12+1	Nov-09	2015	\$56,000	2009	Diesel	1	16-1345		
#34	CG12329	1GBJG316491161329	64,478	Flex	Ford Bus	12+1	Oct-09	2015	\$56,000	2009	Diesel	1	16-1342		
#42	V190CG	1GBJG316981188497	83,210	5310	Ford Bus	12+1	Sep-08	2014	\$56,000	2009	Diesel	1	16-1267		
#43	U699CG	1GBJG316281187675	107,589	5310	Chevy Bus	12+1	Sep-08	2014	\$52,500	2009	Diesel	1	16-1280		
#66	V382CG	1FDEE35P09DA15677	83,953	5310	Chevy Bus	12+1	Dec-08	2014	\$52,500	2009	Diesel	1			
#67	V381CG	1FDEE35P99DA15676	109,827	Casino	Chevy Bus	12+2	Dec-08	2013	\$52,500	2009	Diesel	2			
#47	Z208CG	5WEASAAM8BH354310	20,205	ARRA 5311	Chevy Bus	28+2	Dec-11	2017	\$70,000	2011	Diesel	2	18-105		
#48	CG6AAJ	1FDEE3FSXBDAA63552	32,338	ARRA 5311	Chevy Bus	12+2	Dec-11	2017	\$43,700	2011	Diesel	2	18-112		
#49	CG4AAG	1DFE4FSXBDA63593	21,465	5310	Ford Bus	12+2	Dec-11	2017	\$50,400	2011	Gas	2	16-1419		
#50	CG6ABG	1DFE4FS8BDA63592	27,128	5310	Ford Bus	16+2	Jan-12	2017	\$50,400	2011	Gas	2	16-1418		

**DIVISION OF TRANSPORTATION SERVICES
VEHICLE LISTING – JUNE 2013**

MANTUA MOTOR POOL

<u>VEHICLE #</u>		<u>SEATS</u>	<u>LICENSE #</u>	<u>SERIAL #</u>	<u>MILEAGE</u>
#24	2005 DODGE WAGON	6	M223CG	1D4GP24R15B246729	153,257
#27	2005 DODGE WAGON	6	M224CG	1DFGP24R85B246730	168,400
#31	2009 ELDORADO BUS	12+1FWC	CG12331	1GBJG316X91162427	70,686
#33	2009 ELDORADO BUS	12+1FWC	CG12333	1GBJG316491162228	76,423
#34	2009 ELDORADO BUS	12+1FWC	CG12329	1GBJG316491161329	64,478
#42	2009 CHEVROLET BUS	12+1FWC	V190CG	1GBJG316981188497	83,210
#43	2009 CHEVROLET BUS	12+1FWC	U699CG	1GBJG316281187675	107,589
#46	2008 CHEVROLET BUS	12+1FWC	U676CG	1GBJG316481174085	87,887
#49	2011 FORD E-450	16+2 RWC	CG4AAG	1FD4E4FSXBDA63593	21,465
#65	2004 Freightliner Bus *	18+2 FWC	CG17519	4UZAACBW84CN81476	81,890
#73	2006 FORD BUS	12+1FWC	R221CG	1FDXE45P46HB07829	96,587
#77	2007 FORD BUS	14+2RWC	R635CG	1FDXE45P47DA65476	102,628
#78	2008 FORD BUS	12+2RWC	U171CG	1FD3E35P28DA42871	102,890
	DAV Van		VA18184	2FMZA51402BA96809	23,484

CLAYTON YARD

<u>VEHICLE #</u>		<u>SEATS</u>	<u>LICENSE #</u>	<u>SERIAL #</u>	<u>MILEAGE</u>
# 2	2007 DODGE WAGON	3	N855CG	1D4GP24E97B203398	76,937
#28	2006 FREESTAR MINI-VAN	6	M663CG	2FMZA51666BA22849	103,881
#30	2009 ELDORADO BUS	12+1FWC	CG12330	1GBJG316X91161617	75,362
#32	2009 ELDORADO BUS	12+1FWC	CG12332	1GBJG316291162082	55,671
#41	2008 CHEVROLET BUS	12+1FWC	U677CG	1GBJG316X81173913	140,115
#47	2011 GOSHEN BUS	28+2FWC	Z208CG	5WEASAAM8BH354310	20,205
#48	2011 FORD SENATOR E-350	12+2FWC	CG6AAJ	1FDDE3FSXBDA63552	32,338
#50	2011 SUPREME SENATOR E-450	16+2 RWC	CG6ABG	1FD4E4FS8BDA63592	27,128
#66	2009 GOSHEN BUS	12+2RWC	V382CG	1FDDE35P09DA15677	83,953
#67	2009 GOSHEN BUS	12+2RWC	V381CG	1FDDE35P99DA15676	109,827
#68	2006 FORD BUS	16+2RWC	W754CG	1FDXE45S36HA32934	137,488
#72	2006 FORD BUS	11+1RWC	E221CG	1FDWE35P46HA69167	97,689
#79	2008 FORD BUS	12+2RWC	U172CG	1FD3E35P48DA42872	117,617
<u>March 2012 – Still use but pending retirement</u>					
#71	2006 BLUEBIRD BUS	22+2	P283CG	1BABDCKA06F227743	75,955

ENTIRE FLEET IS ELIGIBLE FOR EZ PASS – MAKE SURE YOU HAVE TRANSPONDER BEFORE TRIP

BUDD BLVD.

<u>VEHICLE #</u>			<u>LICENSE #</u>	<u>SERIAL #</u>	
# 3	2007 DODGE WAGON	3	N854CG	1D4GP24E77B203397	103,001
# 7	2002 FORD TAURUS WAGON	3	G392CG	1FAFP58222A164037	82,183

Exhibit F

Monthly Expenditure Report and Reimbursement Request Invoicing Procedures and Other Important Information

Invoicing Procedures

* **Setting up an Invoice Number.** On the Invoice Number line, please indicate the month for which you are invoicing us as well as an invoice number. Please use the following method when numbering your invoices: use a four digit number, with the first two digits being the year and the last two digits being the month invoiced. For example, a May 2010 invoice would be numbered 1005; next year's (2011) March invoice will be 1103. This method allows us to easily track the progress of your invoice through our Accounts Payable system and ensure timely payment of your invoices.

Documentation

* List the labor associated with this expense as detailed on page 2 and provides the rate that is being charged for fringe and overhead. Carry this expense over on the summary on page 1.

* Include all of the actual expenses incurred during the month. Any expenses you charge us for must be accompanied by a copy of the supporting documents (copies of the invoices from other vendors, for example).

Other Important Information:

* **Service Start Date.** When the Subrecipient has set a firm start date, please advise us in writing of the date on which your service starts. You may email that information to you Project/ Program Manager.

* **Route, schedule or fare changes.** Since your service is being operated under NJ TRANSIT's auspices, any changes to your route, schedule or fare charged need to be communicated to use in writing. Each of these pieces of information is included as an Exhibit in the Agreement between us and need to be kept current.



For Use with Federally Funded Programs
Monthly Expenditure Report and Reimbursement Request

Check (✓) appropriate grant program pertaining to this reimbursement form.
Note: Each grant program funding source must have its own reimbursement form.

GRANT PROGRAM: JARC _____ CMAQ _____ 5307 _____ 5309 _____ New Freedom: 2011 _____

Shuttle or Program Name: Gloucester New Freedom
Example: Secaucus Shuttle

Service Start Date: _____
Agreement: From: 7/1/13 To: 6/30/15

Invoice Number: _____
(See Instructions to insert invoice number)

Expenses: From: mm/dd/yyyy To: mm/dd/yyyy

Purchase Order (PO) #: L 76521

REIMBURSEMENT PAYABLE TO: Gloucester County Division of Transportation
(Type name of Grantee and Address) 115 Budd Boulevard

Invoice Submission Date: _____ West Deptford, NJ 08096

I certify that this invoice is correct and that the described services have been furnished or rendered, and that no bonus has been given or received on account of said invoice.

Signature of Authorized Certifying Official (Required): _____
Print Name: _____
Title: _____
Phone Number: _____

OPERATING/ADMINISTRATIVE BUDGET LINE ITEMS	PROJECT BUDGET	AMOUNT OF CURRENT REIMB. REQUESTED	TOTAL REIMB. TO DATE
Salaries & Fringe Benefits (Operating) (drivers, mechanics, and dispatchers, etc.)			
Salaries & Fringe Benefits (Admin) (project director, secretary, bookkeeper, etc.)			
Standard Overhead (Indirect Costs as indicated in an approved Cost Allocation Plan including office insur. if applicable) (Admin)			
Third Party Contract Services (I.e. audit, legal, leased vehicles, drug & alcohol testing, etc.)			
Office Supplies (Admin)			
Insurance premiums or payments to a self-insurance reserve (Operating)			
Marketing Expenses (Admin)			
Maintenance and repairs (include towing, vehicle registration costs)			
Materials consumed (oil, fuel, etc.)			
Tele-data communications (telephone, cell, GPS, radio communications, computer software)			
Training / Travel			
Other Miscellaneous Expenses (include uniforms, webinars, etc. if applicable). Please List and identify as Admin. or Operating			
Total Operating/Program Expenses	\$400,000.00		
(-Fares, Donations)			
(-Local Funds, Matching Funds)	\$200,000.00		
Total Reimbursement Request	\$200,000.00		

NJ TRANSIT USE ONLY			
Reimbursement Source	AMOUNT	P.O. #	PROJECT #
Approved Reimbursement Amount		L 76521	PDS 4100

Approved for Payment: _____
NJ TRANSIT Rep.

Date: _____

Monthly Expenditure Report and Reimbursement Request
(Continued)

LABOR EXPENSE BY YEAR

NAME	TITLE	HOURLY RATE	HOURS WORKED	TOTAL
Debra Caltagirone	Omnibus Operator	26.13	360	\$9,406.80
Tracey Cudd	Omnibus Operator	26.13	204	\$5,330.52
Stephanie Evans	Principal Clerk Typist	27.22	240	\$6,532.80
Margaret McGee	Omnibus Operator	26.13	120	\$3,135.60
Janice Pfeiffer	Community Service Aide	22.72	240	\$5,452.80
Michael Pizzelli	Omnibus Operator	26.13	0	\$0.00
Karen Sharp Davis	Supervising Omnibus Operator	28.37	360	\$10,213.20
Holly Tongue	Principal Clerk Typist	27.22	456	\$12,412.32
Patricia Wheeler	Omnibus Operator	26.13	360	\$9,406.80
Donald Whitley	Omnibus Operator	26.13	0	\$0.00
Total full time				\$61,890.84
E. Bauer	Part time Omnibus operator	\$26.1300	480	\$12,542.40
M. Bilbow	Part time Omnibus operator	\$25.1500	0	\$0.00
S. Blair	Part time Omnibus operator	\$24.8900	0	\$0.00
Chris Bradley	Part time Omnibus operator	\$22.4200	480	\$10,761.60
Dana Davis	Part time Omnibus operator	\$26.1300	0	\$0.00
Jim Dietz	Part time Omnibus operator	\$20.5775	0	\$0.00
Calvin Hill	Part time Omnibus operator	\$23.6600	0	\$0.00
Kari Kappler	Part time Omnibus operator	\$26.1300	0	\$0.00
Francisco Melendez	Part time Omnibus operator	\$24.2800	0	\$0.00
Renee Pistilli	Part time Omnibus operator	\$23.6600	720	\$17,035.20
Pat Sweet	Part time Omnibus operator	20.5775	0	\$0.00
Total part time (no indirect costs)				\$40,339.20
Grand Total				\$102,230.04

Total Labor Expense This Month		\$	_____
	Rate %	21.08	\$8,044.89
	Fringe	Rate %	53.83
		\$	\$34,486.96
Total Labor & Fringe		\$	\$42,531.85
	Overhead	Rate %	31.70
		\$	\$19,619.40

ATTACH FULL SERVICE COST ACCOUNTING ON A SEPARATE SHEET

Monthly Expenditure Report and Reimbursement Request
(continued)

LABOR EXPENSE BY MONTH

NAME	TITLE	HOURLY RATE	HOURS WORKED	TOTAL
------	-------	-------------	--------------	-------

Total Labor Expense This Month

\$ _____ Fringe Rate% _____ \$ _____

Total Labor and Fringe

\$ _____ Overhead Rate% _____

\$ _____

**INSTRUCTIONS FOR THE
MONTHLY RIDERSHIP AND SAFETY & SECURITY REPORTS**

The attached forms are to be submitted on NJ TRANSIT's S-Rides system <http://s-rides.njtransit.com/> on or before the 20TH day of the month following the close of each reporting month. Necessary information to complete this form can be obtained from driver's daily trip, passenger trip, and operating or maintenance records.

NJ TRANSIT shall receive one report form for all vehicles each month throughout the useful life of the vehicle(s).

Example:

<u>Month</u>	<u>Report Due No Later Than</u>
January 30	February 20
February 28	March 20
March 31	April 20
April 30	May 20

Definitions for the Monthly Ridership Report:

- a. **Number of Days Vehicle Operated in Service:** The number of days the vehicle operated to meet the maximum service provided for the reporting month (exclude atypical days such as holidays but include weekends if you offer service during that time).
- b. **Unlinked Passenger Trips:** The cumulative sum of distances ridden by each passenger. A unit of service, one passenger traveling in one direction from an origin to a destination; also referred to as a "one-way trip" or "one-way passenger trip". A unit of service, one passenger traveling in a vehicle per one mile; ex: ten passengers traveling one-mile equals ten passenger miles.
- c. **Actual Vehicle Revenue Hours:** The total number of hours driven from the time of the first passenger pick up to the last passenger drop-off. It does not include layover time, recovery time, or deadhead time (leaving or returning to the garage, yard or staging facility).
- d. **Actual Vehicle Revenue Service Miles:** The number of miles that vehicles travel in carrying passengers from the time of the first passenger pickup to the last passenger drop off. It does not include deadhead miles, those miles between the garage to the first passenger pickup and between the last passenger drop-off and garage.
- e. **Vehicles Operated in Monthly Maximum Service (VOMMS):** The number of vehicles operating to meet the maximum service requirement (exclude atypical days such as holiday celebrations or one-time special events).

Monthly RIDERSHIP must be submitted to NJ TRANSIT electronically via S-RIDES

SAMPLE

The screenshot shows the S-RIDES web application interface. At the top, there is a navigation bar with links for Home, e-Forms, Import, and Account History. The main heading is "Monthly Ridership". Below this, there are filters for Year (2011) and Month (January), along with a Search button. The status is "SUBMITTED" and the filter data is set to "All Programs".

There are three data tables displayed:

1. Demand Response and Deviated Fixed Route

Program	Demand Response Passenger Trips	Demand Response Substation Trips	Demand Response Fares	Total Trips for Demand Response	Deviated Fixed Route Passenger Trips	Deviated Fixed Route Fares	Total Trips for Demand Response & Deviated Fixed Route
CASINO COUNTY	45	5	190	50	25	0	75
Total	45	5	190	50	25	0	75

2. Customer Trip Purpose

Program	Medical	NonComp. Employment	Comp. Employment	Recreation	Education & Training	Nutrition	Shopping & Personal	Other	Total Trips
CASINO COUNTY	0	50	0	0	0	0	0	25	75
Total	0	50	0	0	0	0	0	25	75

3. Customer Characteristics

Program	Senior Ambulatory	Senior NonAmbulatory	Disabled Ambulatory	Disabled NonAmbulatory	Other	Total Trips
CASINO COUNTY	0	0	0	0	0	0
Total	0	0	0	0	0	0

E2

**RESOLUTION AUTHORIZING PURCHASE OF A NEW COMPUTERIZED
TELEPHONE SYSTEM FOR THE GLOUCESTER COUNTY DIVISION OF
SOCIAL SERVICES FROM STRATEGIC PRODUCTS AND SERVICES THROUGH
STATE CONTRACT #A80802 FOR AN AMOUNT NOT TO EXCEED
\$123,429.69 FOR CALENDAR YEAR 2013**

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through the State Contract, without the need for public bidding; and

WHEREAS, the County of Gloucester has determined it advantageous to purchase the materials, supplies and equipment from Strategic Products and Services of 300 Little Road, Suite 200, Parsippany, New Jersey 07054, for a contract amount not to exceed \$123,429.69, through State Contract No. A80802 for calendar year 2013; and

WHEREAS, the contract shall be for an estimated units of service, with a contract amount of not to exceed \$123,429.69.00. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent is authorized to purchase materials, supplies and equipment for the County of Gloucester from Strategic Products and Services for a contract amount not to exceed \$123,429.69 through State Contract #A80802 for calendar year 2013.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 21, 2013 at Woodbury New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

F1

**RESOLUTION AUTHORIZING THE EXECUTION OF ANY
DOCUMENTS NECESSARY TO APPLY TO THE STATE OF NEW
JERSEY, DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF
CRIMINAL JUSTICE, FOR THE 2013 STATE BODY ARMOR
REPLACEMENT GRANT PROGRAM FROM AUGUST 16, 2013 TO
MARCH 19, 2014 IN AN AMOUNT TO BE DETERMINED BY THE AWARD**

WHEREAS, the County of Gloucester through the Gloucester County Department of Corrections wishes to apply for and obtain funding in an amount to be determined to purchase Point Blank C-Series Corrections Spike 1 Vests and/or Protech Corrections' Ballistic/Spike 1 Stab AJ Carrier with Soft Trauma Plate; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

WHEREAS, the Gloucester County Department of Correctional Services reviewed all data supplied or to be supplied in the application and in its attachments , and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the Gloucester County Department of Correctional Services has submitted the grant application to the Department of Human Services for review and said agency has approved application, and the Board of Chosen Freeholders of the County of Gloucester understand and agrees that any grant received as a result of the application will be subject to grant conditions and other policies, regulations and rules issued by the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice for the administration of grant projects.

NOW, THEREFORE, BE IT RESOLVED that the Director of the Board is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of any and all documents to apply to the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice for the 2013 Body Armor Replacement Program Grant; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be requires.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 21, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK



FI

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damming

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

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

TO: Jodi Doman

DEPARTMENT: Corrections

GRANT TITLE: 2013 State Body Armor Replacement Fund

DATE: August 8, 2013

CERTIFICATION LETTER

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

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]
Grants Coordinator

FREEHOLDER MEETING: August 21, 2013

GRANT REQUEST FORM

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

DATE: 7-25-13

1. TYPE OF GRANT

NEW GRANT

RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER _____

2. GRANT TITLE: 2013 State Body Armor Replacement Fund.

3. GRANT TERM: FROM: 8-16-10 TO: 3-19-14

4. COUNTY DEPARTMENT: Correctional Services

5. DEPT. CONTACT PERSON & PHONE NUMBER: Jedi Doman 384-4612

6. NAME OF FUNDING AGENCY: State of N.J. Dept of Law's Public Safety
Division of Criminal Justice

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Apply for grant money to be used to replace vest for GEDACS that are out dated 5 years or older, and assure all vests are NOT damaged

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

NAME	AMOUNT	NAME	AMOUNT
<u>N/A</u>			

9. TOTAL SALARY CHARGED TO GRANT: \$ 0

10. INDIRECT COST (IC) RATE: _____%

11. IC CHARGED TO GRANT \$ _____

12. FRINGE BENEFIT RATE CHARGED TO GRANT: _____%

13. DATE APPLICATION DUE TO GRANTOR 8-30-13

**2013 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS**

2013 Budget

3-01-25-280-001-20460 POLICE SUPPLIES:

Used to purchase vests for Department of
Correctional Services

Department D.O.C.S.

Form C-2
Department Code 280
Submission Date 07-25-13
Revision Date _____

**RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO EXECUTE ANY
AND ALL DOCUMENTS NECESSARY TO APPLY TO THE STATE OF NEW
JERSEY, FOR 2013 BODY ARMOR REPLACEMENT PROGRAM GRANT, IN AN
AMOUNT TO BE DETERMINED**

WHEREAS, the County of Gloucester through the Gloucester County Department of Corrections, wished to apply for and obtain funding in an amount to be determined to purchase Point Blank C-Series Corrections Spike 1 Vests and/or Protech Corrections' Ballistic/Spike 1 Stab AJ Carrier with Soft Trauma Plate; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

WHEREAS, the Gloucester County Department of Correctional Services reviewed all data supplied or to be supplied in the application and in its attachments , and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the Gloucester County Department of Correctional Services has submitted the grant application to the Department of Human Resources for review and said agency has approved application, and the Board of Chosen Freeholders of the County of Gloucester understand and agrees that any grant received as a result of the application will be subject to grant conditions and other policies, regulations and rules issued by the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice for the administration of grant projects; and

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 any and all documents to apply to the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice for the 2013 Body Armor Replacement Program Grant; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be requires.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 21, 2013, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

BOARD OF CHOSEN FREEHOLDERS
COUNTY OF GLOUCESTER

2013 AGENDA REQUEST FORM

TO: (1) ROBERT N. DiLELLA Clerk of the Board
(2) TONY FIOLA (Name of Counsel)
FROM: EUGENE J. CALDWELL, II, Warden (Freeholder/Deputy Dept. Head)

REQUEST FOR: RESOLUTION
 CONTRACT OR AGREEMENT
 PROCLAMATION
 DISCUSSION
 PRESENTATION

FOR THE MEETING OF: AUGUST 21, 2013 (Date)

TO BE HELD AT: WOODBURY (Location)

THE SUBJECT OF THE ABOVE IS : A resolution authorizing submission of grant application to the NJ division of Criminal Justice for 2013 body armor replacement program between the State of New Jersey and the Department of Correctional Services. Awarded amount will not be determined until award is made by NJDCJ. The amount will be determined by the number vests to be ordered. Grant money to replace outdated or damaged

THE ABOVE SHOULD APPEAR UNDER ONE OF THE FOLLOWING DEPARTMENTS ON THE MEETING AGENDA:

<input type="checkbox"/> DEPT. OF ADMINISTRATION DIRECTOR DAMMINGER	<input type="checkbox"/> DEPT. OF PUBLIC SAFETY, VETERANS AFFAIRS & ELECTIONS FREEHOLDER CHILA
<input type="checkbox"/> DEPT. OF HEALTH & EDUCATION FREEHOLDER BARNES	<input type="checkbox"/> DEPT. OF SOCIAL & HUMAN. SERV. FREEHOLDER NESTORE
<input type="checkbox"/> DEPT. OF ECONOMIC DEV. & PUBLIC WORKS FREEHOLDER SIMMONS	<input type="checkbox"/> DEPT. OF PARKS & LAND PRESERVATION FREEHOLDER TALIAFERRO
<input checked="" type="checkbox"/> DEPT. OF GOVERNMENT SERVICES FREEHOLDER LARRY WALLACE	

DATE CERTIFICATE OF AVAILABILITY APPLIED FOR: N/A

DATE OF GRANT CERTIFICATION LETTER: N/A

****ALL AGENDA REQUESTS MUST BE RECEIVED BY COUNSEL NO LATER THAN 10AM ON FRIDAY, TWO WEEKS PROCEEDING SAID MEETING. There will be no exceptions.****

****ALL AGENDA REQUEST FORMS AND ACCOMPANYING DESCRIPTIONS, WHICH WILL BE EMAILED, MUST BE FILED WITH THE CLERK OF THE BOARD AT THE SAME TIME THE REQUEST IS FORWARDED TO COUNSEL. There will be no exceptions.****

****ALL RESOLUTIONS ARE DUE FROM COUNSEL BY 10:00 A.M. ON FRIDAY OF THE WEEK PRECEDING SAID MEETING** There will be no exceptions; items not received will be pulled from the agenda with notification to department head and freeholder liaison.**

SIGNED: Eugene J. Caldwell, II Warden (Freeholder/Department Head)

DATE: July 25, 2013

BLURB:

A Resolution authorizing the submission of a grant application to the State of NJ, Department of Law and Public Safety, Division of Criminal Justice and the Gloucester County Department of Correctional Services

Award to be determined at a later date and monies to be used for the replacement of vest that are outdated or damaged or existing employees and/or new vests. Vests have a life expectancy of five (5) years.

This contract will not cost the Gloucester County Department of Corrections any money.

Agency Information	
Agency Id	647
DCJ Tracking Number	14942
Treasury Location Code	99
Tax ID	21-600-0660
Agency Name	Gloucester County Department of Correctional Services
Agency Type	Jail
County	Gloucester
Municipality	GLOUCESTER
Address	PO Box 689, 70 Hunter st
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 384-4612
Fax Number	(856) 384-4634

Agency Contact Information	
Name	Mrs Jodi A. Doman
Title	Clerk
Email Address	jbruno@co.gloucester.nj.us
Address	po box 689
City, State, ZIP	woodbury, nj 08096
Phone Number	(856) 384-4612
Fax Number	(856) 384-4643

Agency Head/Chief Law Enforcement Officer	
Name	Eugene J. Caldwell II
Title	Warden.
Email Address	ecaldwell@co.gloucester.nj.us
Address	PO Box 689,70 hunter st
City, State, ZIP	woodbury, nj 08096
Phone Number	(856) 384-4633
Fax Number	(856) 384-4613
Submission Date	07/25/2013
Current Officers	62, in 2012: 121

Chief Financial Officer	
Name	Mr. Gary M. Schwarz
Title	CFO
Email Address	aliberto@co.gloucester.nj.us
Address	P.O. Box 337
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 853-3353
Fax Number	(856) 251-6778

Body Armor Application 2013

Financial History							
Year	# Officers	Funding	State Funded Expenditure	Cumulative Unexpended Balance	Vests Purchased	Reason Not Spent	Other Reason
2003	112	\$10,283.83	\$0.00	\$10,283.83	0	PRC	
2004	112	\$10,352.75	\$0.00	\$20,636.58	0	PRC	
2005	137	\$12,181.33	\$20,525.67	\$12,292.24	41		
2006	169	\$15,754.58	\$12,170.44	\$15,876.38	24	PRC	
2007	177	\$19,214.80	\$15,876.38	\$19,214.80	30	OTH	Purch planned for 08 hires/expired vests
2008	154	\$14,890.52	\$4,394.28	\$29,711.04	12		
2009	153	\$4,235.94	\$15,152.50	\$18,794.48	22		
2010	134	\$11,065.50	\$18,794.98	\$11,065.01	23	PRC	
2011	131	\$11,662.18	\$11,065.00	\$11,662.19	15	PRC	
2012	121	\$11,095.45	\$0.00	\$22,757.64	0		
Totals		\$120,736.88	\$97,979.24	\$22,757.64	167		

Bruno, Jodi

From: bodyarmor@njdcj.org
Sent: Thursday, July 25, 2013 10:19 AM
To: Bruno, Jodi
Subject: Body Armor Application, Gloucester County Department of Correctional Services, CLEO:
(856) 384-4633

Thank you for completing your portion of the on-line Body Armor Replacement Fund grant application. Please contact your Chief Financial Officer to complete his or her portion of the application in order for your agency's application to be processed and for your agency to receive funding.

Bruno, Jodi

From: Senula, Karl
Sent: Monday, July 01, 2013 2:37 PM
To: Bruno, Jodi
Subject: FW: 2013 State Body Armor Replacement Fund Grant Application - Gloucester County Department of Correctional Services

From: Body Armor [bodyarmor@njdcj.org]
Sent: Monday, July 01, 2013 1:45 PM
To: Senula, Karl
Subject: 2013 State Body Armor Replacement Fund Grant Application - Gloucester County Department of Correctional Services

Warden Karl J. Senula
Gloucester County Department of Correctional Services

Agency ID: 647
CLEO PIN: 1111

We are pleased to announce that the on-line application for the State Body Armor Replacement Fund Program will open on Monday, July 1, 2013 at the Body Armor Home Web Page: <http://www.nj.gov/lps/BodyArmor/> (case sensitive). ALL applications MUST be filed via the on-line process. This application must be completed first by the Chief Law Enforcement Officer (CLEO) and second by the Chief Financial Officer (CFO). If a contact person (other than CLEO and/or CFO) is filing the application, please use the "Designation of Official Program Contact Person" form available on the website. Your Agency Login Identification Number and Personal Identification Numbers (PIN) to access the on-line application are listed at the start of this email.

Applications must be completed on-line by both officials no later than the close of business, Friday, August 30, 2013. Please ensure that all contact information - names, addresses and e-mail addresses are correct. Failure to maintain updated contact information will result in your agency not receiving important program correspondence.

This year's application will require that your agency has a mandatory body armor wear policy for uniformed officers engaged in patrol or field operations.

If you need assistance, please contact the Division of Criminal Justice, Program Development/Grants Section at (609) 292-1462.

F2

**RESOLUTION APPROVING AND IMPLEMENTING
A SECTION OF THE POLICY AND PROCEDURE
MANUAL OF THE DEPARTMENT OF CORRECTIONS AND
TO AMEND THE ADMINISTRATIVE CODE SECTION COR-6**

WHEREAS, there exists a need by the County of Gloucester to approve and implement the following policy: Section 4: Custody and Security; Number 472: Hospital Duty Post; and

WHEREAS, the above mentioned policy is needed for internal use by the Department of Corrections, and;

WHEREAS, the attached policy has been recommended by the Warden of the Department of Corrections and appears to be necessary and appropriate; and

WHEREAS, to completely implement the policy, it is necessary to amend the Gloucester County Administrative Code Section COR-6.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the County of Gloucester hereby approves the implementation of Section 4: Custody and Security; Number 472: Hospital Duty Post and hereby directs the Gloucester County Administrative Code Section COR-6 be amended to reflect the adoption of the policy.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 21, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

Fa

 <p style="text-align: center;">GLOUCESTER COUNTY CORRECTIONAL SERVICES POLICY AND PROCEDURE</p>	NUMBER: 472	PAGES: 1 through 3
	RELATED STANDARDS:	
	EFFECTIVE: 12/20/2006	REVISED: 08/21/2013
SECTION 4: Custody and Security	SUBJECT: Hospital Duty Post	
APPROVED: Eugene J. Caldwell, II, Warden		

POLICY

In order to ensure security and the safety of inmates and staff, the Gloucester County Department of Corrections (GCDOC) will provide standardized procedures for providing security for inmates confined in a hospital and requiring twenty-four hour armed officer supervision.

PROCEDURE

1. In all cases where it is necessary to provide security at a hospital (i.e., inmate sent to hospital from population) the on call Administrator will be notified immediately. A minimum of two officers will be assigned for each inmate while in the Emergency Room.
2. Inmates will be restrained at all times using handcuffs and/or shackles depending upon any medical restrictions or security status except when a physician or nurse needs access to inmate for medical reasons. Officers will comply with medical request. Any questions or concerns will be addressed to the DOC Shift Commander.
3. In certain situations exceptions or modifications may be necessary regarding how the inmate is secured. Exceptions or modifications will not be made without approval of the Shift Commander. This also includes medical orders to have the inmate unsecured from any restraint other than a routine procedure. Any exceptions or modifications granted will be documented and justified in a written report by the shift commander.
4. The number of officers assigned to hospital security under normal circumstances, once the inmate is admitted and assigned a room in Gloucester County, will be limited to one (1). More officers may be assigned based on administrative review. It is recommended that two (2) officers be assigned to inmates in an out of county hospital. One (1) officer may be assigned at the discretion of the on call Administrator.
5. In any case where an inmate is admitted to the hospital, the officer must notify hospital security.
6. If special circumstances exist, the Warden or his designee may decide to notify the local police of these circumstances. (High profile / high risk inmate, etc.) Additional officers may be assigned at the discretion of the Warden.
7. The officer will check the room and immediate area for entry and exit points and any objects which may be used as weapons or as aids in any escape attempt prior to the departure of the

- officer being relieved. If there is a legitimate security concern, the officer will notify the shift commander immediately and note same in the hospital duty log book.
8. A hospital duty log will be maintained by the assigned officer to record all activity during the officer's tour of duty. Refer to Gloucester County Correctional Services policy and procedure #458- LOGBOOKS regarding entries into the hospital duty log.
 9. A copy of the inmate's photograph, charge(s) and personal information, provided by the housing facility, will be available to the assigned officer at all times in the event a photograph or physical description is needed. This copy will be kept with the logbook for the officer's reference, along with a copy of this procedure and a copy of the inmate's visiting list. An additional copy of the visiting list will be given to hospital security.
 10. A hospital room, when under the jurisdiction of the Gloucester County Department of Corrections, becomes a temporary detention cell and will be recognized as such. For example, inmates in a hospital room are not permitted to possess any item which would be considered contraband in a jail setting (tobacco, matches, sharp objects, etc.). Officers working hospital duty, regardless of normal duty assignment, are subject to the chain of command of the GCDOC and shall be stationed in the room with the inmate at all times.
 11. There will be no smoking in the hospital room by inmates, staff or visitors.
 12. No food or beverages will be permitted to enter the room from unauthorized sources.
 13. Clothing will be restricted to hospital issue only.
 14. The cost for the use of the telephone or television will be borne by the inmate's family.
 15. All incoming calls will be answered by the assigned officer. The inmate will not receive nor converse with any incoming calls.
 16. No long distance or toll calls are permitted by the inmate or staff.
 17. All outgoing calls will be dialed by the assigned officer. Outgoing calls will be collect only. Calls are restricted to immediate family or legal counsel only.
 18. Professional or legal consultation will be permitted with approval from the administration. No materials are to be left for the inmate by his attorney or family except for legal materials.
 19. Visiting will be permitted as per the GCDOC, after 30 days of incarceration, normal visiting policy, unless other arrangements are approved by administration. Visiting hours are as follows:
 - a. All inmates last name A through M- Saturday 0900-1130, 1330-1630;
 - b. All inmates last name N through Z- Sunday 0900-1130, 1330-1630;
 - c. Sentenced inmates last name A through M 1st Friday of month, same hours;
 - d. Sentenced inmates last name N through Z 3rd Friday of month, same hours.
 20. Officers will have visitors leave coats, bags and other items outside the room.
 21. All visitors, including doctors, nurses, staff, etc., will be logged by the duty officer. Refer to Gloucester County Correctional Services policy and procedure # 458-LOGBOOKS. The officer will document any unsecured movement of the inmate.
 22. The officer will remain present during all visitation and treatments.
 23. In the event the inmate needs to use the restroom, the officer will ensure the room door is closed, and will stand by the door while inmate is in the restroom. The inmate will be secured upon his return to the bed. The officer will search the restroom both before and after use.
 24. Money will not be accepted for the inmate at the hospital under any circumstances.
 25. Hospital duty assignments will be assigned by the Shift Commander.

26. In the event an inmate is discharged from the hospital and must be returned to the correctional facility, the officer will not remove restraints until the transporting officer arrives to provide additional security.
27. When restraints are removed in preparation for discharge from the hospital, one officer will maintain security at the room door, which will remain closed. The other officer will directly supervise the inmate and insure restraints are re-applied as soon as possible.
28. Hospital procedures regarding wheelchair discharge will be followed.
29. In the event an inmate or detainee should escape while in custody, the officer will follow the following procedure:
 - a. Pursue immediately and notify hospital staff to contact hospital security.
 - b. Via portable radio, contact county communications with inmate's name, name of Officer in pursuit, route of escape, full physical description of inmate, and any known accomplices or vehicles.
 - i. Additional information to be supplied to communications will include:
 1. Escape occurred while subject was in custody of the DOC;
 2. Use extreme caution; and/or
 3. If subject is armed and dangerous.
 - c. Maintain radio contact during pursuit.
 - d. Notify facility shift commander through county dispatcher.
 - e. The shift commander will immediately notify:
 - i. Warden;
 - ii. Operations Lieutenant; and
 - iii. Special Investigations Unit (SIU).
 - f. A complete and accurate report will be submitted by the duty officer within four hours. Copies of this report will be forwarded to all parties named above.

F3

RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS TO OBTAIN AND EXPEND FUNDING FROM THE NJ DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, FOR THE BODY ARMOR REPLACEMENT PROGRAM, IN AN AMOUNT TO BE DETERMINED BY THE FUNDING AGENCY, FOR FISCAL YEAR 2013

WHEREAS, there exists a need in the County of Gloucester for the replacement of body armor for full-time, permanent law enforcement officers; and

WHEREAS, N.J.S.A. 52:17B-4.4 established a "Body Armor Replacement" fund in the New Jersey Department of Law and Public Safety; and

WHEREAS, the Gloucester County Prosecutor recommends the execution of a grant application to said agency for grant funds to be used to provide body armor replacement; and

WHEREAS, the Gloucester County Prosecutor's Office reviewed all data supplied, or to be supplied, in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the Gloucester County Prosecutor's Office has submitted the grant application to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, for the administration of grant projects; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the total grant funds to be awarded shall be determined by the funding agency.

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

1. The Director of the Board is hereby authorized to execute and file an application with the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, requesting grant funds to be used for the replacement of body armor for full-time, permanent law enforcement officers (if the funding agency requires the Gloucester County Prosecutor to execute the grant application, then submission of the grant application by the Prosecutor is hereby authorized); and
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held August 21, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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



F3

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

TO: Ronald Koller

DEPARTMENT: Prosecutors Offices

GRANT TITLE: 2013 Body Armor Replacement Program

DATE: August 8, 2013

CERTIFICATION LETTER

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

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]
Grants Coordinator

FREEHOLDER MEETING: August 21, 2013

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

GRANT REQUEST FORM

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

DATE: July 29, 2013

1. TYPE OF GRANT
NEW GRANT
 X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 13-249

2. GRANT TITLE: 2013 Body Armor Replacement Program Grant Application

3. GRANT TERM: FROM: N/A TO: N/A

4. COUNTY DEPARTMENT: Prosecutor's Office

5. DEPT. CONTACT PERSON & PHONE NUMBER: Ronald Koller 384-5605

6. NAME OF FUNDING AGENCY: DCJ - Department of Law and Public Safety

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): This grant will provide partial funding to purchase ballistic vests for detectives in the Prosecutor's Office. This grant helps offset the cost to the County. Ballistic vests have a useful life of five (5) years and then must be replaced.

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

NAME	AMOUNT	NAME	AMOUNT

9. TOTAL SALARY CHARGED TO GRANT: \$ N/A

10. INDIRECT COST (IC) RATE: N/A %

11. IC CHARGED TO GRANT \$ N/A

12. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A %

13. DATE APPLICATION DUE TO GRANTOR 8/30/13

Scott, Billie Jo

Subject: FW: 2013 State Body Armor Replacement Fund Grant Application - Gloucester County Prosecutor's Office

-----Original Message-----

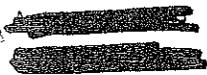
From: Body Armor [mailto:bodyarmor@nidcj.org]

Sent: Monday, July 01, 2013 1:47 PM

To: Kappre, Nicholas

Subject: 2013 State Body Armor Replacement Fund Grant Application - Gloucester County Prosecutor's Office

Mr. Nicholas Kappre
Gloucester County Prosecutor's Office



We are pleased to announce that the on-line application for the State Body Armor Replacement Fund Program will open on Monday, July 1, 2013 at the Body Armor Home Web Page: <http://www.nj.gov/lps/BodyArmor/> (case sensitive). ALL applications MUST be filed via the on-line process. This application must be completed first by the Chief Law Enforcement Officer (CLEO) and second by the Chief Financial Officer (CFO). If a contact person (other than CLEO and/or CFO) is filing the application, please use the "Designation of Official Program Contact Person" form available on the website. Your Agency Login Identification Number and Personal Identification Numbers (PIN) to access the on-line application are listed at the start of this email.

Applications must be completed on-line by both officials no later than the close of business, Friday, August 30, 2013. Please ensure that all contact information - names, addresses and e-mail addresses are correct. Failure to maintain updated contact information will result in your agency not receiving important program correspondence.

This year's application will require that your agency has a mandatory body armor wear policy for uniformed officers engaged in patrol or field operations.

If you need assistance, please contact the Division of Criminal Justice, Program Development/Grants Section at (609) 292-1462.

FY 2013 STATE BODY ARMOR REPLACEMENT FUND APPLICATION
C-2 LINE ITEM/BUDGET NARRATIVE

631-00 Police Equipment

To be determined

To purchase replacement and/or new hire body armor for detectives in the Gloucester County Prosecutor's Office. Body armor helps absorb the impact from firearm-fired projectiles and is worn on the torso. Body armor is individually fitted for officers and only has a useful life of five (5) years and then must be replaced.

Body Armor Application 2013

Agency Information	
Agency Id	249
DCJ Tracking Number	14770
Treasury Location Code	99
Tax ID	21-600-0660
Agency Name	Gloucester County Prosecutor's Office
Agency Type	Prosecutor
County	Gloucester
Municipality	GLOUCESTER
Address	P.O. Box 623 70 Hunter Street
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 384-5500
Fax Number	(856) 384-8626

Agency Contact Information	
Name	Mr. Ronald F. Koller Jr.
Title	Sergeant
Email Address	rkoller@co.gloucester.nj.us
Address	PO Box 623
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 384-5605
Fax Number	(856) 384-8626

Agency Head/Chief Law Enforcement Officer	
Name	Mr. Sean F. Dalton
Title	Prosecutor
Email Address	sdalton@co.gloucester.nj.us
Address	P.O. Box 623
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 384-5534
Fax Number	(856) 384-8624
Submission Date	07/12/2013
Current Officers	35 in 2012-34
<p>Comments:</p> <p>We have (1) outer carrier on order. We will be ordering (2) vests within the next 30 days. We need to purchase 30 tactical outer carriers @ approx. \$120 each over the next (2) years. We are scheduled to replace (3) vests with carriers in 2014.</p>	

Chief Financial Officer	
Name	Mr. Gary M. Schwarz
Title	CFO
Email Address	aliberto@co.gloucester.nj.us
Address	P.O. Box 337
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 853-3353
Fax Number	(856) 251-6778
Submission Date	07/25/2013

Body Armor Application 2013

Financial History							
Year	# Officers	Fundable	State Funded Expenditure	Compliance Unexpended Balance	Yr's Purchased	Reason Not Spent	Other Reason
1998	0	\$1,893.59	\$1,893.59	\$0.00	4		
1999	0	\$2,641.30	\$2,641.30	\$0.00	8		
2000	0	\$2,423.95	\$0.00	\$2,423.95	0		
2001	21	\$1,996.43	\$2,424.43	\$1,995.95	4		
2002	30	\$2,834.14	\$532.00	\$4,298.09	1		
2003	31	\$2,877.38	\$0.00	\$7,175.47	0		
2004	34	\$3,170.37	\$10,345.84	\$0.00	12		
2005	34	\$3,066.35	\$3,066.35	\$0.00	4		
2006	34	\$3,197.46	\$0.00	\$3,197.46	0	PRC	
2007	35	\$3,764.21	\$3,197.46	\$3,764.21	5	OTH	Min. 2 vests to be purch. within 60 days
2008	35	\$3,397.42	\$0.00	\$7,161.63	0	OTH	Employee did not retire.No expirations.
2009	34	\$1,330.21	\$6,438.00	\$2,053.84	12	PRC	
2010	34	\$3,180.80	\$0.00	\$5,234.64	0	PRC	
2011	34	\$3,397.05	\$8,167.56	\$464.13	12	PRC	
2012	34	\$3,477.24	\$0.00	\$3,941.37	0	PRC	
Totals		\$42,647.90	\$38,706.53	\$3,941.37	62		

F4

**RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE,
INSTALLATION, TRAINING AND MAINTENANCE FROM SOFTWARE HOUSE
INTERNATIONAL, CORP., THROUGH STATE CONTRACT #A77560
FOR AN AMOUNT NOT TO EXCEED \$75,000.00,
FROM AUGUST 1, 2013 TO DECEMBER 31, 2013**

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the State Contract, without the need for public bidding; and

WHEREAS, the Gloucester County Prosecutor's Office has a need to purchase computer software, installation, training and maintenance for the Gloucester County Prosecutor's Office; and

WHEREAS, it has been determined that the Gloucester County Prosecutor's Office can purchase the said software, installation, training and maintenance from Software House International (SHI), Corp., through State Contract #A77560, for an amount not to exceed \$75,000.00 from August 1, 2013 to December 31, 2013; and

WHEREAS, the contract shall be for estimated units of service, for a contract amount not to exceed \$75,000.00; therefore, the contract is open-ended, which does not obligate the Gloucester County Prosecutor's Office to make any purchase and therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase computer software, installation, training and maintenance from Software House International (SHI) Corp., through State Contract #A77560, for an amount not to exceed \$75,000.00, from August 1, 2013 to December 31, 2013.

BE IT FURTHER RESOLVED, before any purchase can be made or service rendered 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 and State of New Jersey held on August 21, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

FS

**RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) VEHICLE FOR
USE BY THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE, FOR
A TOTAL CONTRACT AMOUNT OF \$21,478.00**

WHEREAS, the Gloucester County Prosecutor's Office has the need for one (1) vehicle; and

WHEREAS, the one (1) vehicle, which will meet the Prosecutor's Office requirements, is available from a reputable motor vehicle dealer for purchase for the total contract amount of \$21,478.00; and

WHEREAS, the contract for vehicles may be entered into without public advertising for bids pursuant to N.J.S.A. 40A:11-5(1)(g); and

WHEREAS, the contract with the dealer may therefore be entered into without public advertising for bids; and

WHEREAS, the contract shall be for a total contract amount of \$21,478.00; and

WHEREAS, the Gloucester County Purchasing Agent has certified the availability of funds in the amount of \$21,478.00 for said purpose, pursuant to CAF # 13-07175. The amount of \$21,000.00 shall be charged against budget line item 3-01-26-315-001-20610, and the amount of \$478.00 shall be charged against budget line item T-03-08-529-275-20610, for a total amount of \$21,478.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the purchase of one (1) vehicle for use by the Office of the Gloucester County Prosecutor is hereby authorized and approved, for a total contract amount of \$21,478.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 21, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

FB



CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lieutenant Governor

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE
PO Box 085
TRENTON, NJ 08625-0085
TELEPHONE: (609) 984-6500

JOHN J. HOFFMAN
Acting Attorney General

ELIE HONIG
Director

August 5, 2013

Honorable Sean Dalton, Prosecutor
Gloucester County Prosecutor
PO Box 623
Woodbury, New Jersey 08096

RE: **BID WAIVER -GLOUCESTER COUNTY PROSECUTOR'S OFFICE**
APPLICATION PURSUANT TO N.J.S.A. 40A:11-5(1)(g)

Dear Prosecutor Dalton:

Your July 29, 2013 request for a waiver of bid under the provisions of *N.J.S.A. 40A:11-5(1)(g)*, for the purchase of special equipment for use in confidential and undercover investigations has been approved. The purchase of this special equipment is not to exceed \$21,478.00 as outlined in your request. Please note, however, that since the amount approved herein exceeds the statutory bid threshold contained in *N.J.S.A. 40A:11-3*, this approval letter should be submitted to the County Board of Freeholders for a Resolution awarding the bid amount, pursuant to *N.J.S.A. 40A:11-5*.

Very truly yours,


Elie Honig
Director

cc: John J. Hoffman, Acting Attorney General



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RESOLUTION AUTHORIZING A CONTRACT WITH MERRELL & GARAGUSO INC. FOR THE PROVISION OF HANDICAP ACCESSIBILITY IMPROVEMENTS AT THE JAMES AND ANN WHITALL HOUSE FOR A TOTAL CONTRACT AMOUNT OF \$98,122.00 FROM AUGUST 21, 2013 TO AUGUST 20, 2014

WHEREAS, the County of Gloucester has advertised for the receipt of public bids for the provision of services, namely, as per PD #013-035; and

WHEREAS, bids were publicly received and opened on July 26, 2013; and

WHEREAS, after following proper public bidding procedure, it was determined that Merrell & Garaguso Inc. with an office address of 190 Locke Avenue, Swedesboro, NJ 08085, was the lowest responsive and responsible bidder to provide said construction services, for a total contract amount of \$98,122.00, as more specifically described in the bid specifications PD #013-035; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds pursuant in the amount of \$98,122.00, pursuant to C.A.F. # 13-07078, a total of \$87,122.00 shall be charged against budget line item G-02-11-602-000-10212 and \$11,000.00 shall be charged against budget line item C-04-08-018-310-18256; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that a contract is hereby awarded to Merrell & Garaguso, Inc. for the hereinabove services from August 21, 2013 to August 20, 2014, for a total contract amount of \$98,122.00; and, that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute said contract for the purposes set forth herein above.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 21, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

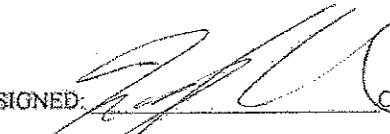
ATTEST:

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

PD 013-035 Bid Opening 7/26/2013 SPECIFICATIONS FOR ACCESSIBILITY IMPROVEMENTS AT THE JAMES & ANN WHITALL HOUSE SITE AT REDBANK BATTLEFIELD NATIONAL PARK FOR THE COUNTY OF GLOUCESTER DEPARTMENT OF PARKS & RECREATION		Vendor: Merrell & Garaguso Inc. 190 Locke Ave. PO Box 157 Swedesboro, NJ 08085 Frank Garaguso Jr. 856 467-2800 856 467-5299 Fax	Vendor: Aliano Brothers GC Inc. 2560 Industrial Way Vineland, NJ 08360 Michael Aliano Jr. 856 794-9490 856 794-9492 Fax
<u>ITEM</u>	<u>DESCRIPTION</u>		
1	All materials and labor for installation of AZEK Paver System Pathway & raised walkway into building	\$98,122.00	\$107,280.00
2	ALT 1 DEDUCT-Reduce the scope of work eliminating the Northern half of the walkway and associated drainage system	\$11,000.00	\$22,830.00
	Variations:	NONE	NONE
	Will you extend your prices to local government entities within the County	NA	
	Bid specifications sent to:	iSqft Prime Vendor Think Pavers Greenlane Contractors	Creative Pavers McGraw-Hill Construction SOS Group TJD Architects PC
	Based upon the bids received, I recommend Merrell & Garaguso Inc. be awarded the contract as the lowest responsive, responsible bidder.		
		Sincerely,	
		Robert J. McErlane	
		Purchasing	

GI

SIGNATURES

SIGNED:  COMPANY: Merrell & Garaguso, Inc.
NAME Frank J. Garaguso, Jr. ADDRESS 190 Locke Ave. PO Box 157
TITLE: President Swedesboro, NJ 08085
DATE: 07/26/2013 TELE #: 856 467 2800
FAX #: 856 467 5299

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

Maia

G1

Certificate of Availability of Funds

TREASURER'S NO. 13-07078
G-02-11-602-000-10212
G-04-08-018-310-18256

DATE August, 5, 2013

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Parks & Recreation

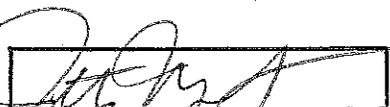
AMOUNT OF CERTIFICATION \$98,122.00 COUNTY COUNSEL Matt Lyons

DESCRIPTION: Accessibility improvements at the James & Ann Whitall House.
Funding for this project is being provided by the Garden State Historic
Trust Fund. Per PD 013-035

VENDOR: Merrell & Garaguso INC.

ADDRESS: 190 Locket Ave. PO Box 157
Swedesboro, NJ 08085

DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED 8-7-13

Freeholder Meeting
8-21-13